SERVICES AGREEMENT
Ref: Contract number *CO6-000604-02*

This AGREEMENT (the "Agreement") is celebrated on this day January 31, 2025 (the "Effective Date")

Between

Corporación GANSO Servicios Tecnicos – GANSO whose principal office is at Cra 43C # 18-87, Barrio El Buque, Villavicencio - Meta, represented here by Juan Pablo Castro (President) and Jhon Freddy Gutierrez, (General Manager) ("**GANSO**")

and

Inter-American Institute for Cooperation on Agriculture (IICA), a specialized agency of the Inter-American System, which is a part of the Organization of American States (OAS), incorporated in Colombia, represented here by Breno Aragão Tiburcio IICA, Colombia Representative, identified with Diplomatic Accreditation Document No. 7989870 issued by the Ministry of Foreign Affairs of the Republic of Colombia, having its registered office is at Cra 30 # 45-03 Edificio 606 Universidad Nacional, Bogotá D.C. ("**Consultant**").

hereinafter each referred to as a "**Party**" and jointly referred to as the "**Parties**"

WHEREAS:

A. GANSO has entered into a Grant Agreement with Palladium International Limited (the "Client") through a Grant Agreement dated 26 September 2024, until 31 March 2027 (the "Master Agreement") to carry out the project Harnessing carbon and market incentives to positively transform the livestock sector in Colombia (the "Assignment"), as part of the UK Partnering for Accelerated Climate Transitions (UK PACT) programme of the United Kingdom Foreign and Development Office.

B. The Consultant has the relevant expertise in sustainable agricultural development and improving the well-being of rural communities and the Client has accepted the Consultant as part of the team to implement the Assignment pursuant to a Proposal submitted to the Client.

C. As part of the Assignment, GANSO wishes to engage the Consultant to 1) support trainings in carbon markets for the agricultural sector, 2) Produce a research paper on the role of women in the livestock value chain: including identification of gaps, needs and recommendations, and 3) produce a research paper on the role of governments in promoting carbon markets in the agricultural sector.

D. On the basis of the foregoing, the Parties wish to set out the terms and conditions under which the Consultant will provide Services to GANSO and under which GANSO will pay for these Services.

The Parties hereto agree as follows:

1. Term of the Agreement

Unless terminated at an earlier date, this Agreement will commence on January 31, 2024 and remain in effect;

A. until all rights and obligations under this Agreement are fulfilled; and
B. during the term of the Main Agreement (31 March 2027), provided that if the term of the Main Agreement is extended, the term of this Agreement shall be automatically extended for an equal period of time, and provided that, where the term of the Grant Agreement is terminated, this Agreement shall also terminate pursuant to Clause 7.

2. Services by Consultant

2.1. The Parties have agreed that Consultant will provide the services (the "**Services**") and deliver the deliverables (the "**Deliverables**") by the deadlines (the "**Deadlines**") set out in **Annex A and Annex B** of this Agreement

2.2. GANSO shall endeavour to provide comments on the the drafts of any Deliverables received from the Consultant as soon as possible following the receipt of these drafts. These comments shall be incorporated and addressed by the Consultant in the respective documents. Multiple rounds of review may be necessary in case the first round of comments have not been adequately addressed.

2.3. The Consultant understands that GANSO may provide comments or inputs into the Deliverables or any other aspect of the Assignment at any time. Where such comments and inputs relate to the Services and/or the Deliverables which fall under the responsibility of the Consultant, they shall be incorporated by the Consultant in the respective documents within a timeframe agreed with GANSO.

2.4. The timeline of the Services may be adjusted by the Parties on an ongoing basis pursuant to any adjustments to the timeline that may be agreed with the Client or due to other unforeseen circumstances. Where adjustment is necessary, GANSO will discuss the adjustments to the timeline with the Consultant and seek to ensure the reasonableness of any changes made. The Consultant agrees to submit all work in a timeline fashion.

2.5. The person-days provided in the Proposal are indicative and the Consultant remains responsible for the full and satisfactory completion of the Services and Deliverables, regardless of the actual time spent

2.6. The Services shall be carried out exclusively by the Consultant. The participation of any other third parties in the implementation of the Services shall require the prior written

consent of GANSO. Where the Consultant engages any third party with the consent of GANSO, the Consultant shall be fully responsible for the quality of work by the third parties and liable for any breach of this Agreement by such third parties.

3. Obligations of the Consultant

3.1. The Consultant shall in delivering the Services exercise the highest standards of professional competence and diligence in the performance of the Services and observe recognized principles of professional ethics and respect of laws and customs in the country where the services are rendered. All work submitted by the Consultant shall be original and, where any part of the work is drawn from a third-party source, it shall be fully and adequately referenced in accordance with accepted standards.

3.2. The Consultant acknowledges and understands that time is of the essence in the performance of the Services and agrees to promptly respond to electronic mails and other communication regarding the Project and to strictly adhere to all deadlines agreed with GANSO.

3.3. The Consultant shall safeguard the interests of GANSO and the Main client at all times in its performance of the Services.

3.4. GANSO shall be entitled to inform itself at any time regarding the proper execution of the Services. The Consultant shall regularly keep GANSO informed of any issues arising in relation to the performance of the Services. Upon request, the Consultant shall provide to GANSO such information as GANSO reasonably requests and deems necessary to satisfy its reporting and invoicing requirements towards the Donor under the Grant Agreement.

3.5. The Consultant agrees not to engage in any personal, business or professional activity which conflicts or could conflict with any of its obligations in relation to this Agreement;

3.6. The Consultant shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of GANSO.

3.7. The Consultant will ensure its Personnel exercise the highest standard of good industry practice;

3.8. The Consultant will ensure its Personnel are of good fame and character;

3.9. The Consultant will when necessary, obtain at its cost, appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place in order to meet the requirements of this Grant Agreement;

3.10. The Consultant will ensure that appropriate insurance arrangements are made in respect of all Personnel, including in respect of death, injury or disablement, and emergency medical expenses.

3.11. The Consultant will ensure its Personnel are adequately briefed and understand the environment and culture of the locations where they will be working;

3.12. The Consultant will notify GANSO as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of its services;

3.13. The Consultant will comply with and ensure its Personnel comply with all relevant laws affecting the performance of its services, including Data Protection Legislation and all relevant laws, official protocols and procedures of the Jurisdiction;

4. Obligations of GANSO

4.1. GANSO will keep the Consultant adequately and timely informed of any changes to the Project or Grant Agreement that are likely to have a significant effect on the performance of this Agreement.

4.2. GANSO shall cooperate and act in good faith in all matters relating to the Services and the Project and ensure that, to the best of its ability, other parties involved in the Project, will cooperate with the Consultant to enable the Consultant to perform the Services.

4.3. GANSO shall make all Payments promptly when they become due under Clause 5.

4.4. GANSO will contract and provide a carbon markets experts to support the trainings in carbon markets in the agricultural sector.

4.5. GANSO will pay the logistical expenses (e.g. materials, meeting rooms and others) related to the trainings on carbon markets.

5. Remuneration

5.1. In return for the satisfactory performance of the Services and submission of the Deliverables specified in Clause 2 above, GANSO shall pay to Consultant a total of **GBP 40,646** (the "**Payment**").

5.2. The Payment referred to in Clause 5 shall be made in four instalments as follows

a) First instalment: *10% of the amount referred to in Clause 5.1 shall be paid by GANSO to the consultant upon the contract signature and acceptance of a document detailing the workplan to be carried out by the consultant.*

b) Second Instalment: *15% of the amount referred to in Clause 5.1 shall be paid by GANSO to the consultant upon the submission and acceptance of a document summarizing the main conclusions from the national workshop training. The document should include attendance sheets and photographic records of the events as an annex.*

c) Third instalment*: 30% of the amount referred to in Clause 5.1 shall be paid by GANSO to the consultant upon (i) the submission and acceptance of a document summarizing the main conclusions from regional and local training workshops organized with the*

local governments of the regions prioritized by GANSO, including attendance sheets and photographic records of the events as an annex; and (ii) the submission and acceptance of document identifying national stakeholders and analyzing their needs, barriers, and opportunities for the development of carbon programs in the agricultural sector.

d) Fourth instalment: *45% of the amount referred to in Clause 5.1 shall be paid by GANSO to the consultant upon (i) the submission to GANSO and acceptance of a research paper that analyzes the environment, challenges, and the role of government in supporting progress in the implementation of carbon programs in the agricultural sector; (ii) the submission and acceptance of inputs for a research paper on women´s role in the livestock value chain; and (iii) the presentattion of the research paper in national and international LAC forums of relevance.*

5.3. Payments shall be made within 30 calendar days of the later of: (i) the receipt by GANSO of a valid invoice from the Consultant for the Payment; and (ii) the receipt by GANSO of the corresponding payment from the Donor.

5.4. The Payment includes all applicable taxes, administrative and logistical expenses of Consultant, such as communication costs, bank fees, and incidental expenses incurred by Consultant

5.5. Payments shall be made via bank transfer to an account provided by the Consultant. Payment shall be considered to have been made upon GANSO transferring of the Payment (or any instalment thereof).

5.6. The payments shall be made in Colombian Pesos, using the exchange rate applied by GANSO's Bank at the time GANSO received corresponding payment from the Donor.

5.7. In addition to the Payment referred to in Clause 5.1, GANSO agrees to pay the Consultant the reasonable and documented costs of travel. Reasonable costs shall refer to the cost of tickets from the Consultant's place of business in economy/standard class, local transport, nightly accommodations for each day of the trip, and per diem.

5.7.1 GANSO will handle the booking and payment for hotels, workshop rooms, and airfare required by the consultant for activities outlined in the contract. To facilitate this, the consultant must send an email in advance with details on dates, times, and preferred airlines or hotels.

For other travel expenses, such as meals, refreshments, and workshop materials, GANSO will reimburse the consultant for the corresponding amounts, provided that payment receipts are submitted for verification.

6. Breach

6.1. Except as otherwise provided in this Agreement, if a Party ("Breaching Party") is in material breach of this Agreement, then the other Party ("Aggrieved Party") may;

a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the Breaching Party cure the breach at cost of Breaching Party within a reasonable time specified in the notice; and

b) if the breaching Party fails to cure the breach within the period provided in the notice referred to in 12.1 above (or, if there is none, at any time following such breach), then in addition to any rights and remedies in this Agreement or applicable laws, the Aggrieved Party may claim direct and foreseeable damages arising from the breach.

7. Termination

7.1. Termination on Default: Where a Party fails to comply in any material respect with any of its obligations under this Agreement and fails to cure such a breach within the notice period provided in Clause 6.1 of this Agreement, the Non-defaulting party may, by giving a written notice of not less than thirty (30) working days, terminate this Agreement. Provided that such termination shall not bar the Non-Defaulting Party from seeking any other remedies available under this Agreement or applicable law for breach of contract.

7.2. Termination by Agreement. In the absence of Default, the Parties may, by mutual agreement signed by the Representatives of each Party, at any time terminate this Agreement.

7.3. GANSO reserves the right to terminate or suspend this Agreement without fault or liability if the Grant Agreement is terminated or suspended. Where such termination occurs, GANSO shall pay to the Consultant any outstanding payments due under Clause 5 only after and to the extent that GANSO has received payments under the Grant Agreement. Where GANSO receives only a portion of such payments under the Grant Agreement, the Consultant shall be entitled to the percentage of that portion that corresponds to Services delivered. Where such termination or reduction in payment to GANSO arises out of the negligence, breach of contract, wilful misconduct or unsatisfactory performance of Services by [Contractor], GANSO shall be entitled to reduce such payments accordingly.

7.4. In the event of termination of this Agreement, the obligations contained in Clauses 10, 11, 12 and 16 shall survive such termination and remain in full force and effect.

8. Compliance with Law

8.1. The Consultant shall comply with all laws, statutes, regulations, rulings or enactments of any governmental authority that are applicable at the place of work.

8.2. The Consultant shall obtain and hold at all times all necessary licences, approvals and consents (if appropriate) to carry out or operate the activities related to the Project.

8.3. If, during the course of implementing this Agreement, the Con carries out activities that involve the management of biological resources, genetic resources or biodiversity, it shall respect existing national or international legal norms over such resources. It shall obtain the

necessary permits to access biological and genetic resources, respect applicable biosafety regulations, intellectual property and plant variety protection norms, and any special provisions that apply to activities under this Agreement.

8.4. Parties undertake to promote the conservation and sustainable use of biological and genetic resources.

9. Insurance

The Consultant shall purchase and hold at all times during the term of this Agreement the appropriate insurance as required by Applicable laws to carry out the obligations under this Agreement.

10. Liability and Indemnity

10.1. The Parties shall be liable for any and all breaches of their obligations under this Agreement.

10.2. Where, for whatever reason, the Donor or any third party becomes entitled to claim compensation or otherwise seek redress from GANSO, the Consultant shall, to the extent that such claim results from the Consultant's wilful misconduct, negligence, breach of contract, underperformance of services, intellectual property infringement or other act or omission, indemnify, defend and hold harmless GANSO against the full amount of any claims, actions, expenses or damages, including but not limited to any court costs and attorney's fees, arising therefrom.

10.3. For the purposes of this Clause 10, any acts and omissions of either Party's directors, officers, employees, subcontractors or agents shall be considered to be those of that Party

11. Confidential Information

11.1. The Consultant warrants that it shall keep confidential any information that is made available by GANSO, Donor or otherwise received that is marked as or indicated to be,or can reasonably be understood to be confidential ("**Confidential Information**") and that it shall use the Confidential Information for the sole purpose of undertaking the Services under this Agreement.

11.2. Where the Consultant holds or controls Confidential Information disclosed to them in accordance with this Agreement, and the Consultant through any direct or indirect act or omission causes or allows such Confidential Information to be divulged to the public or any third party in violation of this Agreement, the Consultant shall be held responsible for such divulgence.

11.3. The obligation referred to in Clause 11.1 and 11.2 shall not apply to information that:

a) is or becomes publicly known otherwise than as a result of any act or omission by the Consultant;

b) was already at the time of disclosure in the lawful possession of the Consultant or was lawfully acquired by them from another party not under obligation of confidentiality to disclosing party.

c) is (on the advice of legal counsel) required to be disclosed to a relevant authority under any applicable law, government order or regulation, administrative guidelines or directive, provided that the Party who is required to disclose Confidential Information provides advance notice to the Party who provided the Confidential Information and limits the disclosure of the Confidential Information to that information which is legally required to be disclosed. For the Consultant, applies the immunities and privileges, exonerations and benefits enjoyed by IICA;

d) is (on the advice of legal counsel) required to be disclosed in proceedings before any court or tribunal arising out of, or in connection with, this Agreement or to the extent required by lawful requirement of any government authority having jurisdiction over a Party to this Agreement, and

e) has been approved in writing by GANSO for release or disclosure.

11.4. As used in this Agreement, "**Confidential Information**" shall mean all tangible and intangible information, data or knowledge, in written, oral or electronic form, disclosed or otherwise made available by GANSO directly or indirectly to the Consultant, including but not limited to all contracts, financial information, environmental reports, marketing terms and arrangements, computer records or software, business records, methods of carrying on business, concepts and ideas, samples, methods of operation and the various applications thereof, processes, formulae, plans, strategy, data, materials, questionnaires, designs and prototypes or other information regarding the assets, business or affairs of GANSO or its employees, officers, directors, attorneys, agents, associated companies (including holding companies, subsidiaries, or subsidiaries of a Party's holding company), representatives and professional consultants (together, in relation to the Provider or the Recipient, "**Representatives**") that is or may be applicable or related in any way to the Cooperation, together with all analyses, compilations, data studies or other documents prepared by the Consultant containing or based upon, in whole or in part, information acquired by the Consultant during the course of the Agreement.

12. Intellectual Property Rights

12.1. All the Intellectual Property generated by the Consultant in the course of or in connection with implementation of the Project, including but not limited all reports and studies, documents, computer programs and other work results resulting from the Project implementation (**Intellectual Property**) and financed in whole or in part under this Agreement shall belong to the Donor. The Consultant hereby grants the Donor an irrevocable, simple, world-wide, royalty free and transferrable right to use for non-commercial purposes all such Intellectual Property in all areas and fields, including their processing, translation and use in electronic media.

12.2. The Consultant shall hand over materials and results produced in the provision of Services to GANSO or Donor upon request. The Donor shall be entitled to grant simple sub-user rights to third parties.

12.3. The Consultant shall ensure that the material produced and provided to GANSO or the Donor in the course of Project implementation is not subject to any copyright or other third party rights that would prejudice the use of the Intellectual Property to the extent provided for in Clauses 12.1 and 12.2.

12.4. The Consultant warrants that it has and will ensure existence of enforceable written agreements with all persons it engages to perform any Service(s) (i) assigning to Donor ownership of all patents, copyrights and other proprietary rights that they, or any of them, create in the course of their engagement, and (ii) obligating the person, on terms and conditions no less restrictive than set forth in Clause , not to use or disclose any proprietary or Confidential Information that they learn or acquire during the course of their engagement including, but not limited to, any Deliverable.

13. Relationship of the parties

13.1. This Agreement shall not constitute or create a joint venture, partnership, consortium, pooling arrangement, or any other form of business arrangement or organization. The rights and obligations of the parties are only those expressly set forth. Each party shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and neither party shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party except as specifically provided herein.

14. Anti-bribery and anti-terrorism financing

14.1. The Consultant represents and warrants that it is in compliance with all applicable anti-corruption laws and that it has not taken, and will not take, any action that would cause GANSO or the Donor to violate any anti-corruption law including, but not limited to, the Foreign Corrupt Practices Act of 1977 (FCPA), and local anti-corruption laws in the jurisdictions in which the Consultant performs any Services.

14.2. The Consultant shall ensure that the persons it entrusts with the preparation and implementation of the Project and the awarding of contracts for the provision of materials and services to be financed do not demand, accept, provide, grant, promise or accept promises for illegal payments or any other advantages in connection with these tasks.

14.3. The Consultant must take appropriate steps to ensure that it enters into business and maintains such business relations only with such third parties that are reliable and to whom no statutory ban on entering into business applies. In particular, it will ensure that the funds provided under or in connection with this Agreement are neither directly nor indirectly used to support activities i) prohibited by any laws related to terrorism ii) with or related to any third parties that are listed on a sanctions list issued by the United Nations Security Council, the United Kingdon, and the EU. Furthermore, it will ensure that it does not engage in any activity which would constitute a breach of embargoes or any other trade restrictions issued by the United Nations, the United Kingdom and the EU.

14.4. The Consultant will inform GANSO, promptly and of its own accord, of the occurrence of any event which results in the Consultant, any member of its management bodies or other governing bodies or any of its shareholders, being listed on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany.

14.5. The Consultant shall notify GANSO immediately upon becoming aware of any actual or suspected activity that could constitute a breach of this Clause 14 and [Contractor] shall cooperate with GANSO (including by providing any information or assistance) in order to enable GANSO to comply with any obligations that GANSO may have in respect of such breaches.

15. Conflict of Interest

15.1. For the purposes of this Agreement, a conflict of interest shall be deemed to exist where the Consultant is unable to perform the Services under this Agreement impartially and fully in accordance with the terms and conditions of this Agreement because of financial activities, private interests, or relationships it has with other persons or organizations that conflict with those of the GANSO or Donor (a "**Conflict of Interest**").

15.2. As of the date of this Agreement, GANSO has determined that the Consultant is free from any Conflict of Interest and expects to be so for the duration of the term. The Consultant also agrees that if any potential or actual Conflicts of Interest emerge during the term of this Agreement, the Consultant will notify GANSO within five (5) days. If GANSO determines, in its sole discretion, that a Conflict of Interest prevents or may prevent the Consultant from performing its obligations under this Agreement, GANSO may immediately terminate this Agreement upon written notice to the Consultant.

15.3. Where the Consultant fails to inform Climate Focus of a potential or actual Conflict of Interest as required by Clause15.2, GANSO shall be entitled to immediately and without notice, terminate this Agreement without any liability whatsoever. In addition to termination, GANSO shall be entitled to any other remedies available under the applicable law or under this Agreement.

16. Applicable law and Dispute resolution

16.1. This Agreement shall be governed by the laws of Colombia.

16.2. The Parties shall use their best efforts to solve any dispute amicably. If not settled by agreement of the Parties within 30 days, all disputes arising out of or in connection with this Agreement, including on regarding the existence, validity or termination of this Agreement or the consequences of its nullity, shall be finally settled in accordance with the Arbitration Rules of the Bogota Chamber of Commerce (Cámara de Comercio de Bogotá).

16.3. The arbitral tribunal shall be composed of one (1) arbitrator appointed in accordance with the said rules. The place of arbitration shall be Bogota and the language of arbitration shall be Spanish. The arbitral tribunal shall decide and render its award in accordance with the rules of law. The award shall be final and binding on Parties.

17. General Provisions

17.1. In order to be effective, supplements and amendments to this Agreement must be in writing and executed by both Parties.

17.2. If individual clauses of this Agreement are annulled or determined to be unenforceable by a court of competent jurisdiction, this shall not affect the effectiveness of the remaining clauses of this Agreement. An arrangement that most closely approaches the legal and economic interests of the Parties according to the recognizable purpose of the annulled clause shall then prevail instead of the annulled clause.

17.3. Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any Party shall not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.

17.4. In this Agreement unless the context requires another meaning, a reference to the singular includes the plural and vice versa, and to a gender includes all genders. Headings are inserted for reference only, and have no bearing on the interpretation of this Agreement

17.5. Neither Party to this Agreement shall be liable to the other Party for any cancellation, delay or omission in the performance of any part of this agreement occasioned by any incidence of force majeure. For the purpose of this Agreement, force majeure shall include but not be limited to Acts of God, Government regulations and policies, laws, War, Riots, strikes, rules, orders and directives, winding up of the company, criminal investigation and prosecution, government review of focal topic of the Agreement.

17.6. This Agreement contains the entire Agreement and understanding between the Parties in respect of the matters contained herein and supersedes all prior agreements, arrangements, communications, representation or warranties, whether oral or written, by any representative or employee of any Party hereto.

18. SPECIAL PROVISIONS

Prohibited Practices, Antifraud and Anticorruption Policy

IICA has instituted mechanisms to prevent, detect, report, and punish prohibited practices, fraud and corruption, this being a critical component of its good governance and administration practices. In keeping with its Code of Ethics and values and the applicable law in the countries in which it operates, the Institute has a zero tolerance policy towards prohibited practices, fraud and corruption, which applies to its personnel, as well as to individuals and legal entities with which it has established relationships as part of different activities.

Policy for the Prevention of Money Laundering and Financing of Terrorism.

IICA has a policy for the prevention of money laundering and the financing of terrorism, for which compliance is mandatory for all persons, whether individuals or legal entities, which are carrying out any activities for or on behalf of IICA.

Privileges and Immunities
Nothing conferred in the present Agreement, or related to same, is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by IICA and its personnel in accordance with international law, treaties or international agreements or the national legislation of its Member States.

Intellectual Property
Information and knowledge derived from original works that are subject to this agreement will be considered public goods. The Institute and its partners encourage the fair use of knowledge generated by this instrument under Creative Commons licenses. The Parties may, jointly or separately, provide the scientific or technical community with information and data derived from any actions within the framework of this collaboration, via any media they have agreed upon.

Confidentiality
Should any "confidential information," labeled as such at the request of one or both signers, exist within the framework of this agreement, it shall be treated as confidential, and shall not be disclosed in part or in full without prior consent. IICA will employ the mechanisms established in its current rules for controlling, protecting and safeguarding content. Confidential information will belong solely to its author. Neither IICA nor its personnel shall disclose any information that has been classified as confidential to another person or entity or use the information for their own benefit.

Reciprocity
Each Party to the Agreement agrees to acknowledge the contributions of the others to the implementation of the activities agreed upon, in publications, reports, informational material, messages and other means used for disseminating information on these activities.

Any document bearing the name or logotype of IICA which is to be published as part of a special project, joint project, research project or any other activity, must comply with IICA's rules and regulations governing publications.

Personal Data Protection Policy
Each of the Parties shall be advised that the information of the data subject or the contact person of the representatives and employees that are processed within the scope of this contract, as well as other information exchanged during the provision of services, shall be processed by the other Party to facilitate the development, execution and management of the contractual relationship for service provision. Data shall be processed specifically to ensure performance of the contractual relationship and shall be kept for the duration of the contract and even after, until all obligations derived hereunder are delivered.

The respective personal data controllers shall be each of the companies provided with the data of the interested parties, whose contact information is included in the preamble of this contract.

The Parties may share personal data with: (i) Public Administrations and legal authorities to comply with IICA's legal and fiscal obligations; (ii) auditing firms to comply with legal obligations regarding account auditing or due to any legitimate interest consistent with proper governance of the Company; and/ or (iii) third parties involved in managing the contractual

activities, such as other IICA units, where necessary for the performance of the contract or at their request , and/or with providers that require access to personal data to provide services that have been outsourced to them by the Parties.

In cases in which the Parties must engage the services of providers in countries that do not have data processing legislation equivalent to IICA's Personal Data Protection Policy, the contract will be finalized only after all the requirements established by IICA's personal data protection regulations have been satisfied, while also applying the necessary guarantees and safeguards to preserve data privacy.

IICA may send the contact data of the representatives and employees of the other Party to other IICA delegations and offices, where necessary for the execution or performance of a contract, and/or where necessary, at their request.

The data subjects may submit their request for access to their personal data, rectification, suppression, portability and restriction of processing or their objection to processing to the registered office of each Party and/or by sending it to the following email addresses: data.protection@iica.int and servicios@iica.int.

18.1. Parties agree that wherever "in writing" is referenced to in this Agreement, communication via electronic mail (email) and fax shall be considered as a written communication, provided that they are not the exclusive communication methods.

Signed on behalf of Consultant

Name: Breno Aragão Tiburcio
Position: IICA Colombia Representative
Date: 19 Feb 2025

Signed on behalf of GANSO,

Juan Pablo Castro
President GANSO
Date: 18 Feb 2025

Jhon Freddy Gutierrez
General Manager GANSO
Date: 18 Feb 2025

Annex A: Scope of Services

IICA is responsible to lead the implementation of outputs 6, and 8, and support the implementation of output 7, as follows:

Output 6: Training on carbon markets focused on the agricultural sector (O1.3)	
Name of training workshop, webinar or capacity building engagement:	Carbon Markets for the Agricultural Sector
Who is/are the intended target audience / training attendees?	Producers, farmers, project managers, implementing agencies, local institutions representatives, national institutions representatives, government representatives.
What is the purpose of the training / capacity building? What specific practices and/or procedures do you expect participants to improve as a result?	The main purpose of this capacity building workshops is to provide a basis associated to how carbon markets work, their benefits and pitfalls, the opportunities and challenges for potential beneficiaries, elegibility and conditions, procedural aspects, tools, and instruments that currently exist and how to access them or use them to be able to benefit from the carbon markets and the regional and local level in the agricultural sector.
How will increased organisational / institutional capacities / capabilities resulting from the training contribute towards carbon emissions reduction?	The capacity building events will contribute to establish key aspects about needs and challenges of including carbon markets mechanisms into agriculture projects to contribute to the emissions reduction. These key aspects will be addressed in a practical way to ensure the understanding and overcome identified bottlenecks and also be included into the research paper to improve the enabling environment at the territorial level (output 8).

What deliberate measures will you put in place to improve GESI and/or reduce the negative impacts of climate change on women and other marginalised groups? (Could include content, location, accessibility, translation, participation, etc.) If none, please explain why.	Team members who will implement this output has strong gender and climate change specialists (Manuelita Montaño and Carolina Borda), that will include gender perspective into the trainings based on territorial information to ensure participation of women. Trainings will also identify needs and challenges related to gender, making recommendations adjusted to the context.
Output 7: Research paper on the role of women in the livestock value chain (O3)	
Name of Knowledge and/or Communications Product/s:	Research paper on the role of women in the livestock value chain: gaps, needs and recommendations
Who is the target audience?	Policymakers and value chain stakeholders.
Format and dissemination strategy: How will you share the product/s with the target audience? How will you ensure the target audience effectively receives the product/s to increase the likelihood of them acting on the information within them?	We will present the results of the research paper to local and regional authorities in Córdoba, Sucre, Meta, and Caldas, as well as to the national government. IICA and Climate Focus will also disseminate in Latin America
How will the product/s increase stakeholder awareness, skills, or capacity to contribute towards carbon emissions reductions, in-country transformational change, and/or reducing impacts of climate change on the most vulnerable? How do you expect the product content to be applied by beneficiaries?	The purpose of the research paper is to highlight how women participate in the value chain and highlight their crucial contribution. By acknowledging women´s participation and contributions, policymakers can make targeted interventions to improve their access to inputs and finance to promote a more inclusive value chain. Women-led farms tend to be less productive, have less access to training and technical assistance. However, women are responsible for the food sovereignty of rural households. Promoting their inclusion and their training is important to have more sustainable and equitable households. The paper will also include ways in which different stakeholders can support women in the sector including climate finance opportunities such as carbon markets.

	The paper will combine primary and secondary data to reflect the national conext, but also the differences of each region in which the programme is to be implemented.
How have you considered GESI as part of the research, process, final document or dissemination? (E.g., could be through gender analysis, gender balanced key informant interviews, having a particular GESI section in the final report, promotion of diversity or challenging social norms through the strategic selection of channel, content, reach, format, accessibility to different audiences, etc.) If you haven't, please explain why.	The objective of the paper is to promote gender equality in the value chain and tackle key transformations to visibilise and include women in productive activities. Team members who will implement this output has strong gender and climate change specialists (Manuelita Montaño and Carolina Borda), that will include gender perspective into the trainings based on territorial information to ensure participation of women.
Output 8: Research paper on the role of governments in promoting carbon markets in the agricultural sector (O3)	
Name of Knowledge and/or Communications Product/s:	Research paper on the role of governments in promoting carbon markets in the agricultural sector
Who is the target audience?	Producers, farmers, project managers, implementing agencies, local institutions representatives, national institutions representatives, government representatives.
Format and dissemination strategy: How will you share the product/s with the target audience? How will you ensure the target audience effectively receives the product/s to increase the likelihood of them acting on the information within them?	The articulation between the outputs 6 and 8 will allow compilate, analyze and share the information during the process with the stakeholders and not only until finish the process overall at territorial level. At national level, institutional and government stakeholders will receive the information through a formal document for decision-makers.
How will the product/s increase stakeholder awareness, skills, or capacity to contribute towards carbon emissions reductions, in-country transformational change, and/or reducing impacts of climate change on the most vulnerable? How do you expect the product content to be applied by beneficiaries?	The document will have a clear analysis related to the challenges of the governments, locals and national institutions to answer the identified needs from the farmers, producers or projects in the AFOLU sector implementors. This document look for to be a guidance to improve the enabling environment to facilitate the understanding and the incorporation of carbon markets mechanics at territorial level.

How have you considered GESI as part of the research, process, final document or dissemination? (E.g., could be through gender analysis, gender balanced key informant interviews, having a particular GESI section in the final report, promotion of diversity or challenging social norms through the strategic selection of channel, content, reach, format, accessibility to different audiences, etc.) If you haven't, please explain why.	The paper will identify the barriers and challenges women and other vulnerable populations face to access the carbon market. We will also include general market difficulties such as monitoring and evaluations methodologies and how national and local governments can support communities to overcome such barriers. The paper will include interviews with key actors that are contributing to gender and social inclusion in carbon markets.

ANNEX B: Workplan

