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**Strengthening Competitiveness, Agriculture,
Livelihoods and Environment – Natural Resource
Management (SCALE-NRM)**

Request for Proposals

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2021

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Winrock International – Auki, Malaita, Solomon Islands

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ACRONYMS

AGILE	Analytics, Gender, Inclusion, Learning, and Evaluation Unit
AMEP	Activity M&E Plan
AOR	Agreement Officer Representative
CBO	Community-based Organization
CLA	Collaborating, Learning, and Adapting
COP	Chief of Party
COR	Contract Officer Representative
DO	Development Objective
FGD	Focus Group Discussion
GESI	Gender Equity and Social Inclusion
KII	Key Informant Interviews
NRM	Natural Resource Management
SCALE	Strengthening Competitiveness, Agriculture, Livelihoods, and Environment
USAID	United States Agency for International Development

1.0. SUMMARY – POLITICAL ECONOMY ANALYSIS AND TECHNICAL PROPOSAL

Strengthening Competitive Agriculture, Livelihoods and Environment – Natural Resource Management (SCALE-NRM) is a five-year program implemented in Malaita, Solomon Islands. The SCALE-NRM Program is funded by United States Agency for International Development (USAID) and implemented by Winrock International (WI) and its Solomon Islands provincial, national, and international partners. The SCALE-NRM Program is aimed to foster conservation economies at a community scale that provide opportunities for income generation from NRM and drive provincial and national government commitment to natural resource governance, with focuses to improve community cohesion, forest resources management, and selected livelihood activities to increase rural economic base production.

Winrock International seeks a qualified and experienced consultant team or vendor to conduct a political economy analysis, which will be used to inform SCALE-NRM to adjust its program strategy, and focus its program activities, so that it effectively, efficiently, and sustainably achieves its goal of improving forest governance and natural resources management in Malaita and elsewhere in Solomon Islands. Capable and interested consultants and/or vendors may send their proposal to Winrock International. A guideline for the technical/financial proposal and selection criteria are outlined here within.

2.0. POLITICAL ECONOMY ANALYSIS SCOPE OF WORK

2.1. Purpose of the Political Economy Analysis

The primary purpose of this analysis is to inform SCALE-NRM to adjust its program strategy, and focus its program activities, so that it effectively, efficiently, and sustainably achieves its goal of improving forest governance and natural resources management in Malaita and elsewhere in Solomon Islands.

2.2. Tasks involved

1. Clarify the task through discussions with SCALE-NRM senior staff
2. Review and revise the work plan to reflect the outcome of such discussions
3. Analyze the history of conflict over resource management in Solomon Islands to identify key political interests, common alliances and factors influencing the direction of events. The analysis to cover the role of social systems, the sources of political power, the impact of external actors (foreign governments, donors, INGOs and CSOs, religious groups). Conflicts covered to include logging, mining, tourism development and conservation proposals. Particular attention to be paid to factors associated with different outcomes in such conflicts, especially factors associated with pro-conservation outcomes.
4. Closely examine the current political, social and economic landscape to identify key stakeholders, alliances between such stakeholders, and the major interests which they are pursuing. Identify which individuals and organizations could potentially be significant collaborators in efforts to sustainably manage forests and other natural resources, and which individuals could potentially be significant opponents of such efforts.
5. Propose approaches which may be effective in forming coalitions of interest in support of sustainable forest and natural resource management, including e.g. NRM Champions.
6. Identify strategies and tools which may be effective in moving from the current exploitative and unsustainable management system which benefits a few powerful individuals to a management regime which conserves high value landscapes and biological systems and generates long-term benefits for the broader population.

2.3. Key Audience and Use of Data

The primary audience for this SCALE-NRM Program PEA study is Winrock International staff, particularly the field team in Solomon Islands and the home office team in the US. The PEA report will be shared with USAID to show the evidence for SCALE-NRM to adjust its program strategy, and focus its program activities, so that it effectively, efficiently, and sustainably achieves its goal of improving forest governance and natural resources management in Malaita and elsewhere in Solomon Islands. The report will be shared with the relevant development actors in Solomon Islands, to inform their own reflections and in the spirit of sharing and transparency. Such agencies will include the Malaita Provincial Government and other provincial governments, national government departments, and multilateral organizations working in the natural resources management sector, and other donor agencies.

2.4. Methodology

The PEA study will include both desk review and stakeholder consultations. During the desk review and consultations, the consultants shall seek to find answers to the following questions:

- Why unsustainable logging has become so rampant throughout Solomon Islands in general, and Malaita in particular
 - Why so many efforts to rein in logging, including the 2018 Cabinet report and draft Forestry Bill, have failed
 - Why the few efforts to establish protected areas have largely failed
 - Why development projects which have sought to provide people with alternatives to logging their lands have had limited impact, either on their living standards or on the decisions they make regarding the use of forests
 - Why some sustainable NRM initiatives (e.g. the Sky Islands initiative, and the Malaita Provincial Government's suspension of logging in 2020) have had some success
 - Why some efforts to establish protected areas (e.g. the NRDF work in South Choiseul) have been relatively successful
- Considering the above questions, the consultants are asked to critique the current design of the SCALE-NRM by looking at the questions listed below and identifying whether any changes to the project design or strategy are necessary:
 - What guidance can be provided to assist our project to harness political and social forces to support improved forest governance?
 - What guidance can be provided to assist our project to deflect or mitigate political and social forces which would discourage or work actively against improved forestry governance?
 - Are there any changes to the underlying assumptions and the theory of change which might be warranted?
 - Which of the proposed activities should be emphasized, which should be de-emphasised, are any proposed activities unnecessary or even counterproductive?
 - Are there any activities which are important to be undertaken in light of the above analysis, but which do not form part of the current project design?
 - In particular, are there alternative approaches, other than attempting to control logging under the Forests Act and the Environmental Protection Act and seeking to establish

protected areas under the Protected Areas Act, which may provide greater protection in practice to natural forests and other areas of high conservation value?

The consultant team or vendor will work with the SCALE-NRM team in Auki especially Deputy Chief of Party and the Chief of Party who is based in Perth Australia to further identify relevant stakeholders to consult and documents to review. Some are identified by SCALE-NRM (listed below) but consultants may add other stakeholders in Malaita, Honiara and Western provinces who they believe would have valuable knowledge and insights into the forestry sector, the logging industry, conservation and protected areas and alternatives to logging and political economy of Malaita and Solomon Islands.

Stakeholders/individuals who are well positioned to assist in the analysis include the following:

- The Premier of Malaita and Malaita Provincial Government, as well as the Premiers of Guadalcanal and Western Provinces (who are seeking to find solutions for their own provinces)
- Key national ministries such as Ministry of Forestry and Research (MFR), Ministry of Environment, Climate Change, Disaster Management and Meteorology (MECDM), Ministry of Agriculture & Livestock (MAL), Ministry of Provincial Government and Institutional Strengthening (MPGIS), Ministry of Development Planning & Aid Coordination (MDPAC),
- NGOs/CSO's/FBOs (Oxfam, WWF, World Vision, Ecological Solutions Solomon Islands (ESSI), Solomon Islands Development Trust (SIDT), National Resources Development Foundation (NRDF), Live & Learn Solomon Islands, Nia Tero, Mai Maasina Green Belt, Churches- Anglican, Catholic, etc) and academic institutions (Faculty of Natural Resources – SINU),
- Private sector (KFPL, Eagon, VATA),
- Youth and Women Groups (Solomon Islands Youth Council/Malaita Youth Council, Malaita Province Women Provincial Council),
- Key individuals (Dan Raymond, James Habu, Transform Aqorau, Gideon Bouro, David Boseto, Patrick Pikacha)

2.5. Tasks, Deliverables and Timeframe

The indicative timeline is summarized in the table I below. Specifications will be provided for the deliverables (Inception Report, Draft PEA report, and Final PEA Report).

Table 1. Tasks and Deliverables

N	Task	Deliverable / Milestones	Oct				Nov				Dec				Deadline
			W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	W 1	W 2	W 3	W 4	
1	Consultant/Vendor is selected and contract established	Contract signed					X								5 Nov
2	Finalize plan for PEA study (including meetings, literature sources)	Inception Report and Study Protocol Submitted and Approved						X							12 Nov
4	Desk review and stakeholder consultation								X	X	X	X			10 Dec
5	Draft PEA report submission	Submission of draft PEA report											X		16 Dec
6	Final PEA report submission	Submission of final PEA report												X	24 Dec

3.0 PROPOSAL REQUIREMENTS

3.1 Proposal Components

Consultant teams and/or vendors that meet the minimum qualification criteria under “Team Composition” below are requested to submit a proposal.

Proposals should be typed in 12-point font. The proposal submission should include each of the following sections in the specific order listed below to be considered for this consultancy Assignment:

- **Technical proposal** (not exceeding 10 pages) - The proposal should clearly define the technical approach/ methodology the consultant will use to carry the PEA, giving reasons for why they have chosen to use the selected methodology in preference to another. The applicant will provide a detailed plan of specific activities and timetable for carrying out the assignment and data collection and analysis activities.

It is critical that the PEA provide actionable information and not just an academic analysis of the political economy of the logging industry in Solomon Islands. The Winrock SCALE-NRM need to

know what the implications are for the project, i.e. what the project should do to address these issues and how to approach the tasks it has set itself. The proposal should therefore clearly define how to ensure that the findings of the PEA are directly relevant to the planning and implementation of SCALE-NRM activities.

For consultant teams submitting as a team of individual consultants (rather than as a vendor/company), the technical proposal must contain an explanation of how the work would be divided amongst the various team members, with specific descriptions of scopes of work and detailed budgets for each individual, along with a plan for how the individual consultants' efforts would be integrated and managed together – to seamlessly deliver the full PEA Scope of Work as outlined in this Request for Proposal. Teams of individual consultants must identify a Team Leader who will be responsible for oversight of all activities and communications with the relevant Winrock SCALE-NRM staff.

- **Organization** (maximum of 2 pages) - The applicant shall provide a summary of organizational capacity to conduct projects /program monitoring and evaluation in general and baseline studies specifically. This section should also state the organizational legal status, type of ownership and management, overview of projects/services, geographic scope of activities and whether the applicant is registered in Solomon Islands.

The above is not applicable to individual consultants/ vendors. However, any person who will be undertaking work on the ground in Solomon Islands, whether as staff of a firm or as an individual consultant, must have the legal right to work in the Solomon Islands, either because they hold SI nationality or because they have a work permit.

- **Team Composition** (maximum of 2 pages) - The applicant shall list and briefly describe the name(s), qualifications and responsibilities of the persons proposed to work on the assignment. *(CVs of proposed personnel should be included in an annex and are not counted towards the page limit).* The proposed team must include a Team Leader who has relevant qualifications and extensive experience on the political economy of the forest industry in Solomon Islands.

Teams should include:

- Team members with experience in Political Economy of the forest industry in Solomon Islands, governance, and legal issues
- Team members with experience in Natural Resources Management
- Team members will skills in conducting Key Informant Interview and Focus Group Discussions

In addition, it is highly desirable that the Team Leader and one or more specialists have the following experience:

- Familiarity and/or experience working with Malaita communities and tribes
- Fluency in Solomon Islands Pidgin or languages spoken in Malaita

- **Experience** (maximum of 4 pages) - Illustrative listing of contracts within the last three years involving similar or related work. Reference information must include the location, a brief description of work performed, value of the contract, and contacts including current telephone numbers and email addresses. Winrock reserves the right to contact these clients as an organizational reference in the selection process.
- **Assumptions and Risks** (maximum of half page) - Describe assumptions which are necessary for the PEA study to be implemented. Describe any risk/threats which could potentially threaten

implementation of the activities and what is or will be done to mitigate these risks. Develop a risk management plan, describing how your team is going to manage risks /threat that may occur.

- **Work Plan** (maximum of 2 pages) - Outline milestones/tasks and explain how you are going to implement them, their content and duration, phasing, and interrelationships (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of each required task and ability to translate them into a feasible working plan. This contract is tied to milestone or deliverable based payments.
- **Financial Budget** (length as required to clarify proposed costs) - The applicant shall propose a realistic cost estimate for this assignment, including a line-item budget and budget narrative that justifies expenses. The budget shall include only those costs that can be directly attributed to the activities proposed (with explanation of line items). The line-item budget should include expenses for enumerator training, travel /transports, accommodations, field per diem and other related costs, as well as overhead.

Table 2. Example of financial budget

No	Item Description	Unit	Quantity	Unit Cost (USD)	Total (USD)
1	Professional Remuneration	Days	15	250	3750-00
2	Travel Accommodation	Nights	14	15	210 -00
3	Transport hire (OBM)	Days	15	220	3300-00
4	etc.				
5	Other Direct Costs (must be detailed)				
	Total Cost				

N.B. Provide budget or detailed costing (noting all applicable costs) using an Excel format; the above table is an only an example showing how this could be set up.

3.2 Assumptions & Constraints

Consultant teams/vendors are required to provide their own analysis hardware and software; and to start work within 5 days after signing the contract. The SCALE-NRM project can provide only limited logistical or administrative support to the consultant team or vendor, such as transportation and scheduling meetings, due to limited /temporary office space without a conference/meeting room, delays in procurement of project vehicles.

3.3 Terms and Conditions

Each consultant team or vendor must conform and abide to the following requirements:

- I. Must agree to the general provisions outlined in Annex I. Any variations must be requested in the proposal and agreed to before an award is issued.
- II. Winrock SCALE-NRM may not consider incomplete bids and bids which do not meet the selection criteria.
- III. Bids received after the due date specified in the request for a bid will not be considered.
- IV. Winrock International and the SCALE-NRM Project will not provide advance payment.
- V. A Vendor may withdraw or change a bid before the deadline to receive bids if written notice of

the withdrawal or change is received by Winrock. Any changes may be made only by substitution of another bid.

- VI. Final Payment will not be processed until the final report is reviewed and approved by the Winrock International SCALE-NRM Review team.
- VII. Winrock reserves the right to reject any services and to cancel all or any part of this contract if the vendor fails to deliver all or any part of the services described in the request for proposal. If the vendor ceases to conduct its operations in the ordinary course of business or is unable to meet its obligations, Winrock may cancel this procurement without liability. The vendor must be able to demonstrate substantial experience of working on similar projects and to demonstrate experience of working with international organizations like Winrock.
- VIII. The vendor must have excellent communication skills and methods and be able to communicate very clearly at every step of development, both providing information to the Winrock team as well as requesting, understanding, and closely following guidance from the Winrock team.
- IX. SCALE project is a USAID funded project. The project is authorized to purchase goods and services from geographic code 937. This includes goods and services from the United States, Solomon Islands, or other developing countries (see Annex 2 for a detailed list). Goods and services produced/provided by other advanced developing countries (see Annex 3 for full list) are prohibited unless they are readily available in the United States, Solomon Islands, or other developing countries at the time of the purchase).

4.0 PROPOSAL SELECTION

4.1 Technical Evaluation

Submitted Proposals must clearly demonstrate alignment with the SOW (Scope of Work) outlined above with an adequate level of detail. The criteria that proposals will be assessed on are set out in Table 3 below.

The Proposal Evaluation Committee (PEC) or Procurement Committee (PC) established by SCALE-NRM will review the technical and financial proposals as per Eligibility/Qualification and Technical criteria mentioned below. The proposal will be ranked according to combined technical and financial score using the weightage. The technical proposal will carry 80% weightage; and financial proposal will carry 20% weightage.

4.2 Financial Evaluation Criteria

A financial proposal shall include Summary of Costs, Breakdown of Staff Remuneration, Travel and DSAs (Daily Subsistence Allowance), miscellaneous, overhead costs (if any), and any other related costs. Total cost of the financial proposal will be considered for financial evaluation. Evaluation will be done based on the proposed budget amount linked with deliverable. A critical analysis will be done to cross check the proposed amount is appropriate and justified to complete the assignment.

Table 3. Evaluation criteria & allocated points:

No	Evaluation Criteria	Max. Score Points	Rates
1	Skills and experience of team members and team structure	20	20%
2	Experience designing and conducting political economy analysis or similar studies in the development sector, particularly in relation to forestry and/ or natural resource management	15	15%
3	Relevance of technical approach to the Scope of Work	30	30%
4	Detailed, realistic workplan	15	15%
5	Cost reasonableness	20	20%
	Total	100	100%

As part of the evaluation process, the vendor may be interviewed/asked for presentation on submitted proposal by Proposal Evaluation Committee.

5.0 SUBMISSION OF PROPOSAL

5.1 Instructions to Vendors

- In addition to the information noted under Proposal Requirements above, the application should also include the following information:
 - Legal business name (if submitting as vendor/firm)
 - Authorized contact, including address, phone number, and email
 - Nationality
 - Legal establishment/registration, Tax Identification Number (TIN), or other relevant supporting documents (if any)
 - Payment terms and complete banking information
- Proposals by a vendor/ company should be on the letterhead of the vendor/ company, or have a cover letter on the letterhead of the vendor/ company
- While the agreement will be offered on a fixed price basis, a detailed budget is required for analysis of cost reasonableness.
- Cost quoted must include unit price and total price in Solomon Islands dollars and USD (United States Dollar) and inclusive of any tax payable in any jurisdiction.
- Technical and financial proposals must be submitted as separate attachments.
- Validity of bid: 90 days from the submission date.

5.2 Questions and Clarifications

Submission Questions and Clarifications

Inquiries/questions must be received no later than Friday, October 14th, end of day EST and must be submitted via e-mail to SCALE-NRM.Procurement@winrock.org. Winrock will review and respond to all potential questions by Wednesday, October 15th, end of day EST

5.3 Submission

Proposals must be received no later than 5:00 PM Central Standard Time on Friday, October 29th, 2021. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below.

Proposals must be emailed to Winrock SCALE-NRM Project to the attention of:

SCALE-NRM Procurement Inbox

Email address: SCALE-NRM@procurement@winrock.org

Winrock will evaluate complete vendor proposals to determine which proposal represents the best value to Winrock. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

5.4 Certification of Independent Price Determination

- (a) The offeror certifies that—
 - I. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
 - II. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before contract award unless otherwise required by law; and
 - III. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.
- (b) Each signature on the offer is a certification by the signatory that the signatory—
 - I. Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(I) through (a)(III) above; or
 - II. (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(I) through (a)(III) above; (ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs (a)(I) through (a)(III) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(I) through (a)(III) above.
- (c) Offeror understands and agrees that –
 - I. violation of this certification will result in immediate disqualification from this solicitation without

- recourse and may result in disqualification from future solicitations; and
- II. Discovery of any violation after award to the offeror will result in the termination of the award for default.

Annex I: General Provisions

1. **Independent Organization.** Vendor shall be an independent organization and shall not claim to be an agent, officer, or employee of Winrock International and shall not have authority to make any commitments on behalf of Winrock International, except to the extent that such authority shall be expressly conferred by Winrock International in writing.
2. Winrock complies with all the laws wherever we work as well as our funders' requirements. We also have requirements for how we conduct ourselves in the workplace, set forth our Code of Conduct.
3. **Insurance.** Vendor shall maintain comprehensive general liability and automobile liability insurance coverage to cover itself for all activities undertaken under this Purchase Order. Vendor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws. Vendor must hold a valid work permit and ensure that it operates in compliance with applicable laws.
4. **Publicity.** No advertising or publicity having or containing any reference to Winrock International, or in which the name of Winrock International is mentioned, shall be used by Vendor without the written approval of Winrock International. Vendor shall not use Winrock International's logo or title block on any correspondence or written matter without the written approval of Winrock International.
5. **Communication with the Funding Agency.** All contact, communication and dealings with the Funding Agency and its agent and representatives by Vendor and any of its personnel, consultants, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.
6. **Terms of Payment.** Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at address and contact listed on Purchase Order and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid no later than thirty (30) days unless otherwise negotiated in terms and conditions of the Purchase Order after Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents. Drafts will not be honored.
7. **Compliance with Law.** Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.
8. **Assignment Prohibited.** Vendor may not assign or Subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.
9. **Indemnification.** Vendor hereby agrees to indemnify, hold harmless, and defend each and every Winrock Indemnified Party from and against any and all Claims arising out of, relating to, or in connection with (i) any injuries (including death) to persons and for damage or loss to property caused by, arising out of, or relating to Vendor performing the Contract Work or otherwise providing of any goods and/or services covered by this Purchase Order in whatever manner and by whomever the same may be caused; (ii) any wrongful act, omission, misconduct, or violation of Laws by Vendor or by any agent, servant, or employee of Vendor or any Vendor and any party retained by any Vendor; (iii) any negligent, wanton, willful, or intentional act or omission of or by Vendor, any Vendor, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any one of them may be liable under any Law; (iv) any breach of Warranty; and (v) any breach or violation by Vendor of, or default by Vendor with respect to, any other terms and conditions of this Purchase Order or Vendor's duties, obligations, and responsibilities under this Purchase Order. The indemnity provided in this Section is intended for the benefit of Winrock and each Winrock

Indemnified Party. Vendor's indemnification obligations will in no way be limited by the limitation on amount or type of damages or by any compensation or benefits payable by or for Vendor or any Vendors, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. The indemnification provided in this Section will survive the expiration or termination of this Purchase Order.

10. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.
11. Stop Work Order. Winrock International may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for under this purchase order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, Winrock International will follow the guidelines as described below:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
 - (a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this purchase order; and
 - (4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this purchase order.
12. Debarment and Suspension. In accepting this Purchase Order, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life to this Purchase Order must be reported immediately to Winrock. The Vendor agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Purchase Order.
13. Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Purchase Order by the Funding Agency for whatever reasons. In the event of such termination, Vendor shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this Purchase Order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to Winrock International under its Prime Purchase Order.

Either party shall have the option to terminate this Purchase Order if either party fails to perform its obligations under this Purchase Order and fails to cure any such default in performance within thirty (30) days unless otherwise noted in Purchase Order Terms & Conditions after written notification by the other party thereof. In the event termination is due to fault of Vendor, Winrock International may hold it liable of reimbursement for expenses

incurred due to said fault and of any penalties, damages or interest which are incurred by Winrock International as a result of said fault; provided that Winrock International delivers adequate documentation to Vendor evidencing the expenses, penalties, damages, or interest which have been incurred. Any such expenses may be deducted from any sums due to Vendor, and Vendor shall promptly pay any deficiencies upon demand of Winrock International.

In the event of termination of this Purchase Order, Vendor shall, upon receipt of notification of termination, immediately take all steps required to minimize additional costs incurred during the termination of performance hereunder.

14. **Applicable Law.** This purchase order shall be enforced in accordance with the body of law applicable to procurement of goods and services by the Federal Government. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Purchase Order, the Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.
15. **Drug Trafficking.** Winrock reserve the right to terminate this purchase order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
16. **Disputes.** Any disputes arising out of this Purchase Order or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply, and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.
17. **Liens.** Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to Winrock free and clear of all liens, claims, and encumbrances.
18. **Access to Accounting Records.** Vendor agrees that Winrock International, the Funding Agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts and transcriptions upon prior written request and during normal business hours.
19. **Confidential Information.** The Vendor may become privy to confidential information either provided by to the Vendor by Winrock International or discovered by the Vendor without the knowledge of Winrock International. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this Purchase Order. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Winrock International and return to Winrock International all original and copies of such information upon completion of this Purchase Order or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial or confirmation of any part of the subject matter of this Purchase Order shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion or the parties may mutually agree upon termination of this Purchase Order for such period of time as in writing. In the absence of a written established period, no disclosure is authorized.
20. **Intellectual Property.** Unless otherwise provided for in the Primary Contract, if Vendor first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property subject to patent or copyright exclusively in connection with Vendor's performance pursuant to the Purchase Order (the "Intellectual Property"), it shall report that finding to Winrock International. Vendor shall also assist Winrock International in obtaining governmental protection for rights in the intellectual property. Winrock International shall retain ownership of all patents and copyrights for intellectual properties created as the result of this Vendor Purchase Order, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Purchase Order, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce or distribute those materials for educational purposes.

21. **Work Product Presumptive Property.** All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to Winrock shall be considered a work made for hire, or otherwise Winrock property. During this Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
22. **Affirmative Action.** Unless this Purchase Order is exempted by rules, regulations or orders of the Secretary of Labor, Vendor agrees to comply with the provisions of paragraph 91) through (7) of Part 202 of Executive Order 11246, as amended; the affirmative action for handicapped worker's clause set forth in 41 CFR 60-741.5; and the affirmative action for disabled veterans and veterans of the Vietnam era clause set forth in 41 CFR 60-250.4, which are by reference incorporated herein.
23. **Force Majeure.** Vendor's failure to perform the terms and conditions of this Purchase Order, in whole or in part, shall not be deemed to be a breach or a default hereunder or give rights to any liability to Winrock International if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, an action by governmental authorities or any other condition beyond the reasonable control.
24. **Rights in Data.** The Vendor understands and agrees that Winrock may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this Purchase Order .
25. **United States Executive Order 13224 – Anti Terrorism.** The Vendor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is <http://treasury.gov/ofac>.
26. **Computer Software Licenses.** Vendor agrees to specifically identify to Winrock International any and all computer software licenses ("including shrink-wrap") as may convey to the Winrock International. The Vendor agrees that any and all computer software developed in the performance of this order using Winrock International monies shall, unless otherwise agreed, become and remain the property of Winrock International.
27. **Anti-trafficking in Persons Directive.** Vendor acknowledges that WI International is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Purchase Order may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

28. Conflict of Interest. Vendor must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock International may choose to terminate the relationship with the Vendor.
29. No Improper Payments: Vendor agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This Purchase Order will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this Purchase Order.
30. Compliance with the US Foreign Corrupt Practices Act: Vendor shall comply with all laws and regulations in the jurisdictions where it is performing under this Purchase Order. Vendor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Vendor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
31. Insurance & Work on Winrock's or Winrock's Client Premises. When Vendor performs work on Winrock's premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least \$500,000 per claim/occurrence unless otherwise noted in the Purchase Order Terms & Conditions and such other insurance as may be required in writing by the Winrock Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on Winrock's facilities and agrees to be liable for all damages & claims arising against Winrock for which the Vendor is responsible.
32. Severability. If any provision or any portion of a provision of this Purchase Order shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or portion were deleted.
33. Laws and regulations within the General Provisions apply to all purchase orders. Special provisions that apply to a specific purchase order activity can be found in the Terms and Conditions section of this Purchase Order. It is the responsibility of the vendor to read and accept the terms and conditions included in the purchase order.
34. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this Purchase Order, Winrock may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) unless noted in the Purchase Order Terms & Conditions of the Purchase Order value for each day of delay. If Winrock terminates this Purchase Order in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
35. U.S. Export Control Laws. Vendor shall at all times comply fully with all United States export control laws and regulations as they apply to any goods, software, or information, or the direct product of such information, provided under this Purchase Order. Vendor shall not at any time sell, deliver, or divert any goods other than in strict compliance with all applicable U.S. export control laws and regulations.

36. Waiver. A waiver of a breach of any provision of this Purchase Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Purchase Order. The failure of Winrock to enforce at any time or from time to time any provision of this Purchase Order shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.
37. Clauses Incorporated By Reference. Work performed under this Purchase Order is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Purchase Order : (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This Purchase Order incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the "Government" shall be interpreted to mean "Winrock International" and "Vendor" to mean "Vendor."
38. Entire Purchase Order. The Purchase Order document and all attachments incorporated therein represents and constitutes the entire Purchase Order between parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or Purchase Order s, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.

Annex 2: USAID Developing Countries List

Low income/lower middle income

Afghanistan	Gambia, The	Myanmar
Bangladesh	Guinea	Nepal
Benin	Guinea-Bissau	Niger
Burkina Faso	Haiti	Rwanda
Burundi	Kenya	Sierra Leone
Cambodia	Korea, Dem Rep.	Somalia
Central African Republic	Kyrgyz Republic	Tajikistan
Chad	Liberia	Tanzania
Comoros	Madagascar	Togo
Congo, Dem. Rep	Malawi	Uganda
Eritrea	Mali	Zimbabwe
Ethiopia	Mozambique	
Angola	India	São Tomé and Príncipe
Armenia	Iraq	Senegal
Belize	Kiribati	Solomon Islands
Bhutan	Kosovo	Sri Lanka
Bolivia	Lao PDR	Sudan
Cameroon	Lesotho	Swaziland
Cape Verde	Marshall Islands	Syrian Arab Republic
Congo, Rep.	Mauritania	Timor-Leste
Côte d'Ivoire	Micronesia, Fed. Sts.	Tonga
Djibouti	Moldova	Turkmenistan
Egypt, Arab Rep.	Mongolia	Tuvalu
El Salvador	Morocco	Ukraine
Fiji	Nicaragua	Uzbekistan
Georgia	Nigeria	Vanuatu
Ghana	Pakistan	Vietnam
Guatemala	Papua New Guinea	West Bank and Gaza
Guyana	Paraguay	Yemen, Rep.
Honduras	Philippines	Zambia
Indonesia	Samoa	

Annex 3: USAID Advanced Developing Countries List

Advanced developing countries are excluded from USAID Principal Geographic Code 937 except for the procurement of commodities and services when part of any assistance to such country (i.e., where such country is the "cooperating/recipient country" under Code 937).

Albania	Ecuador	Namibia
Algeria	Gabon	Palau
American Samoa	Grenada	Panama
Antigua and Barbuda	Iran, Islamic Rep.	Peru
Argentina	Jamaica	Serbia
Bosnia and Herzegovina	Jordan	Seychelles
Botswana	Lebanon	South Africa
Brazil	Libya	St. Kitts and Nevis
Bulgaria	Macedonia, FYR	St. Lucia
Chile	Malaysia	St. Vincent and the Grenadines
China	Maldives	Suriname
Colombia	Mauritius	Thailand
Costa Rica	Mayotte	Tunisia
Cuba	Mexico	Turkey
Dominica	Montenegro	Uruguay
Dominican Republic		Venezuela, RB

Annex 4: SCALE-NRM Project Description

1.0 NATURAL RESOURCE MANAGEMENT CONTEXT IN MALAITA, SOLOMON ISLANDS

The Solomon Islands is an Island nation located in the South Pacific Region, few Miles West of Australia, and East of Vanuatu. The estimated population is about 720,000 people scattered across nine demarcated provincial boundaries. Most Citizen are Melanesia, followed by Polynesia and Micronesia who migrated into the country from other neighboring Pacific countries. For the past hundred years people relied on their natural resources or forestry to access food, building materials, art /crafts, and other necessities. More than 80% were rural subsistence farmers who grew cash crops, root crops, vegetables, and others for survival and partly for selling. The country has a micro economic base and its major exports are cocoa, copra, palm oil, forestry round logs and other small-scale agricultural products. In recent years, from the 1960s to 2000s, the logging industry has rapidly increased and it has become a major country's external income. The continues Asian logging operations in Western, Choiseul, Makira, Malaita, and other islands causes threat to the Natural environment. Destroying rivers/streams damage farmlands, mangrove habitats, fuel leakages that damage both land and marine (coastal) habitats and ecosystems.

For the last two years both National and provincial governments have realized the impacts of the non-controlled logging operations in the country. Revise and enact the Forest resources, and timber utilization Act (1969), to manage logging operations in the country. As part of implementing the Act, the Malaita provincial government has decided to monitor and review logging companies operating in the provinces. As a result, the provinces have terminated several logging operations in West and East Kwaio and Are'are tribal lands. Particularly, companies who unable to meet the provincial license and operations requirements. Further, these unsustainable logging activities come through license holders and tribal landowners, sometimes unnoticed.

Just Like any other Provinces and Island in Solomon Islands, Malaita Provincial Governments is trying to manage and controlled unsustainable logging operation in the province. In Malaita, there are big logging operations in West Kwara'ae, East Fataleka and Kwara'ae, West and East Kwaio/Are'are, and South Malaita. These logging activities were done in coastal areas and started to move further inland. These destroy coastal reefs /beaches, Rivers /Stream, taboo sites, and other Natural outsources that ingenious Malaitan depend on them for survival.

With Negative impacts left by unsustainable logging activities in Malaita province of Solomon Islands over the past years. SCALE-NRM will address the key issues that drive uncontrolled logging in Malaita—economic interests, land tenure rights, trust between communities and government, and regulatory environment. Addressing those issues provides NRM system stakeholders with the relationships, capacities, and resources to build mutually accountable partnerships needed to protect Malaita Forest resources.

SCALE-NRM will strengthen models of local conservation economies around opportunities for the pursuit of sustainable livelihoods and development of conservation markets that provide communities with viable alternatives to logging and that incentive conservation. SCALE-NRM will use those models as entry points for promoting community and government-led resource governance activities, including community-based NRM, building awareness of land tenure rights, and strengthening the regulatory environment for enforcement of land rights, logging regimes, and forest monitoring. A network of “NRM Champions”—consisting of officials within national and provincial governments—will build a culture of joint problem-solving between government layers. SCALE-NRM will also develop alliances with donor programs and community-based organizations in other provinces that will enable learning exchange and scale of successful resource governance models beyond Malaita. Through the strategic engagement of United

States, regional, and international volunteers, SCALE-NRM will address technical and organizational capacity gaps of NRM stakeholders across all three Objectives.

2.0 SCALE-NRM PROJECT DESCRIPTION

SCALE-NRM Objectives

Implemented by Winrock International, the Solomon Islands Strengthening Competitiveness, Agriculture, Livelihoods and Environment – Natural Resource Management (SCALE-NRM) Program will work with the Solomon Islands in fulfilling objectives laid out in the National Development Strategy and its commitments to Sustainable Development Goals related to environment and conservation. With a focus on Malaita, SCALE-NRM will provide government with the tools, support, and capacity building to make informed decisions over long-term natural resource planning that balances forest conservation and governance with economic growth.

SCALE-NRM will contribute to building mutually accountable partnerships between government and communities in the protection of the Island's natural resources. Co-management models involving local communities will expand government's enforcement and monitoring reach. SCALE-NRM's strategy is to organize community-based natural resource management (CBNRM) initiatives and facilitate economic incentives for conservation. As part of SCALE-NRM's initial engagement with communities, the project will work with community-based organizations (CBOs) and the Malaita Provincial Government (MPG) to identify and cost-out CBNRM activities and identify strategies for offsetting those costs and compensating communities for conservation efforts.

SCALE-NRM forms part of the broader USAID-funded SCALE initiative to improve forest governance, strengthen agribusiness and trade and enhance infrastructure. The overall SCALE project is implemented by five organizations, including Winrock, DAI (Development Alternatives Inc), Green Powered Technology, Nathan Associates and Social Solutions International. SCALE-NRM runs for a period of five years, until 30 September 2025.

SCALE-NRM has three broad objectives:

- I. **Strengthen CBO (Community Based Organization) capacity to mobilize people and local government structures around sustainable and inclusive CBNRM initiatives.** SCALE-NRM will work through CBOs at two levels: a) to facilitate community-based conservation efforts and inclusive natural resource planning and management; and b) to foster mutually accountable and transparent relationships between communities, local governance structures, and provincial governance structures for improved land use governance and transparency.
- II. **Develop opportunities for alternative livelihood development and income generation from agroforestry and conservation.** Sustained changes to environmental governance at the community, provincial, and national levels require providing people and communities with viable alternative livelihood options and economic incentives to conserve natural resources.
- III. **Strengthen the capacity of the Malaita Provincial Government** to effectively plan, manage and protect forests, building a network of Natural Resource Champions in the national and provincial governments, and sharing the experience of the program in Malaita to other provinces throughout the country.

3.0 BENEFICIARIES

The SCALE –NRM has three main objectives that determine both outputs and activities targeting different audiences and beneficiaries at rural, provincial, and national level. Most of the Project activities shall be implemented in selected sites or communities in Malaita, based on the assessment criteria developed by SCALE –NRM team. Therefore, the target beneficiaries may not be restricted to but include the following individuals and stakeholders.

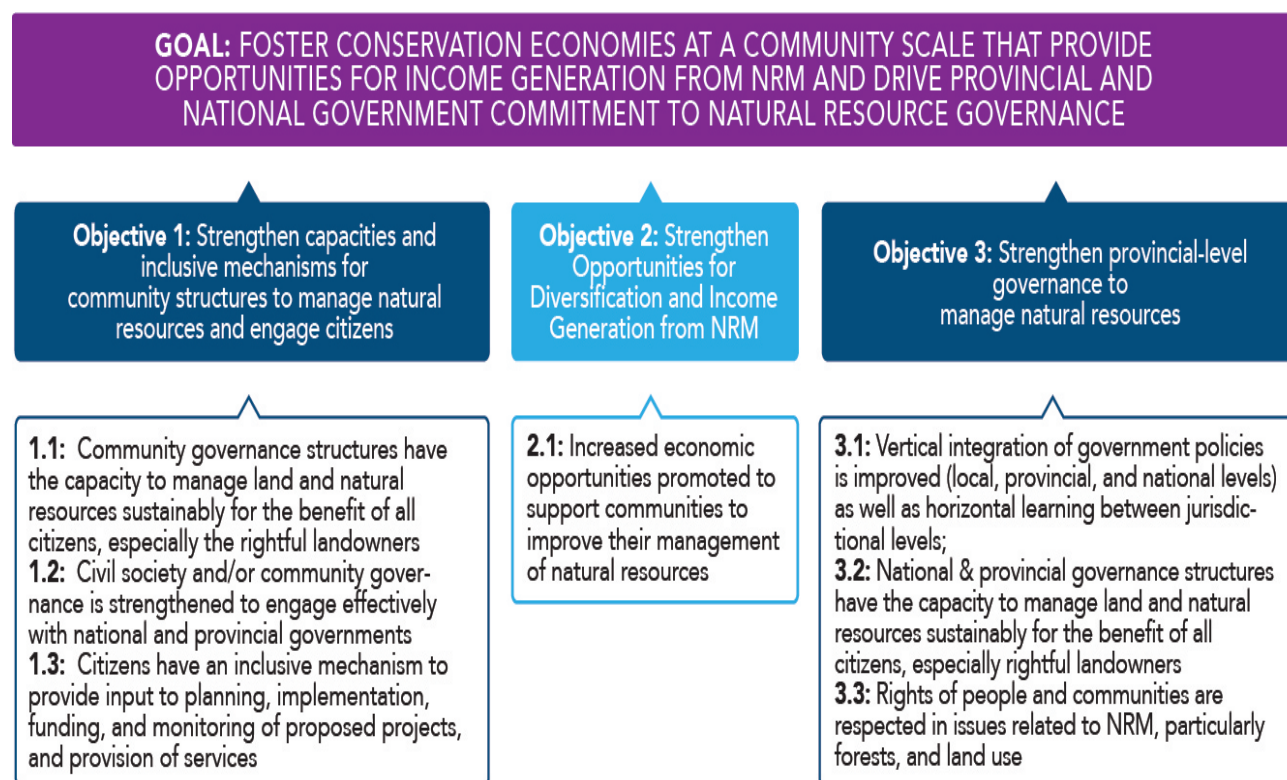
Direct beneficiaries – The direct beneficiaries are referring to the groups of people whom SCALE – NRM project are working directly with them or directly receive supports from the project either through capacity development, financial assistants, or any kind. Under objective one community-based organizations, tribes/landowners, village /communities, and other groups are regarded as primary beneficiaries. The SCALE-NRM will worked closely with them on livelihoods, community farmers associations, women/ men’s group, Tribes, and other local agriculture stakeholders. Furthermore, it also includes the provincial and national government Divisions/ ministries who directly participated in the Projects for the next five years.

Indirect Beneficiaries - Another group are indirect beneficiaries or secondary beneficiaries, and they are a group of individuals and stakeholders who benefited from the project spill over or its activities. They are local farmers or traders that SCALE- NRM cannot cover them in the program, as well as rural, provincial, and national business /private and not for profit stakeholders that link with any of the members/associations/ groups that work directly with SCALE-NRM. Some of the direct and indirect beneficiaries are tabulated below.

4.0 SCALE -NRM Activities

SCALE-NRM Program will implement its project activities for the duration of five years, commencing in 2021 and ends in 2025. The activities are targeting the three SCALE-NRM objectives, which closely align to the Solomon Islands National Development Strategy 2016 to 2035 objectives one and four. Summary of the key target SCALE-NRM activities was presented in the result framework below:

Annex 5: Figure 1. SCALE-NRM Project Results Framework



Cross-cutting Results

- **IR 4.1:** Integration of GESI (Gender Equality and Social Inclusion) dimensions into activity design and implementation increases equitable access to resources, productive assets, and opportunities.
- **IR 4.2:** Farmer-to-Farmer (F2F) volunteer technical assistance (TA) supports activity interventions
- **IR4.3:** Beneficiary feedback will be actively collected through appropriate, locally relevant mechanisms.

Furthermore, to accomplish and achieve these activities, SCALE – NRM will consult and collaborate with the Communities, Provincials and National Stakeholders and partners. SCALE-NRM partners include national and local government, civil society, Community-based Organizations (CBOs), and complementary donor initiatives. SCALE-NRM will engage stakeholders in the initial collaborative design of activities as part of start-up and co-creation activities, quarterly coordination meetings, and annual work planning.