

CONTRACT

THE EUROPEAN COMMUNITY represented by the COMMISSION OF THE EUROPEAN COMMUNITIES, hereinafter referred to as "THE COMMISSION", for its part represented by the Director General of DG IB, Mr Enrico CIOFFI

of the one part,

and

Name : ICCO - Interchurch Organisation for Development Co-operation
Legal status : Foundation, according to the law of The Netherlands and registered as such at the "Chamber of Commerce" of Utrecht under number S177206
Registered office: Zusterplein 22 A
3703 CB, Zeist, The Netherlands
Represented by: Mr. W.J.M. Verhallen, Head of the latin American and Caribean Department

hereinafter referred to as "the BENEFICIARY"
of the other part,

HAVE AGREED AS FOLLOWS:

Article 1 : Objectives

The Commission is committed to finance 1,091,880 ECU for the following project:

Title: "Alternatives for sustained management of the Quilombola population's land, State of Pará", Brazil.

hereinafter referred as "THE PROJECT".

The Beneficiary shall put at the disposition of the project the necessary resources for its execution and agrees in full and unreservedly the conditions specified in the present contract and in its Annexes, I: Terms of reference, II: Financial provisions, III: Financial Reporting Table, IV: Logical Framework, V: Placing of contracts, which form an integral part of the present contract, VI: Project Bank Account, all of which form an integral part of the contract.

Article 2 : Responsibility and Representation of the Beneficiary or beneficiaries

The beneficiary shall alone be liable, jointly and severally, to the Commission for proper implementation of the project.

It shall appoint Mr. WJ.M. Verhallen as its representative and co-ordinator to the Commission or to the secretariat appointed by the Commission for that purpose. He shall fulfil the duties and obligations incumbent upon the beneficiaries under this contract.

Without prejudice to the contractual obligations entered into by the beneficiaries individually with each other or jointly and severally with the Commission, the beneficiaries shall be referred to hereinafter by the generic term "beneficiary".

Article 3 : Terms of Reference

The terms of reference related to this contract are detailed in Annex I.

Article 4 : Starting date and length of the Contract

This Contract shall enter into force on the date when two copies signed by both parties is received at the Commission offices.

The contract shall have a total duration of 36 months starting from the date of entering into force.

Article 5 : Information and Reporting obligations

5.1. The Beneficiary shall follow up all requests for information from the Commission within 15 days after receipt of the request.

5.2. Any difficulties faced or foreseen during the execution of this contract shall be the subject of a communication as soon as possible and shall receive special mention in reports.

5.3. The Beneficiary shall transmit reports to the Commission as indicated in the report schedule in section 5.7. of this article. Each report shall be submitted in five copies. It shall consist of a technical and a financial section. The financial section shall break down the use of funds by origin on a monthly basis and be accompanied by the financial reporting table given in Annex III. The reports' structure shall permit an analysis of objectives, predicted and actual inputs, predicted and actual results and the elements of the budget described in Annex II. All reports shall be submitted no later than the end of the month following the reporting period in question.

5.4. A final report will be sent to the Commission as indicated in the report schedule in section 5.7 of this article. It will include a detailed description of the conditions under which the project was carried out as well as all the elements necessary to assess the impact of the project and a breakdown of utilisation of the total expenditure for the project and the auditor's statement as per article 14.3.

5.5. The reports and, where applicable, recommendations and other documents prepared by the beneficiary under this contract shall be written in English and shall bear the following notice:
"This text has been drafted with financial assistance from the Commission of the European Communities. The views expressed herein are those of the beneficiary and therefore in no way reflect the official opinion of the Commission."

5.6. The beneficiary shall present all reports and requests for payment to the address designated by the Commission for this purpose.

5.7. Dates for submission of the reports:

Date for submission of first interim report:
12 months after reception of the signed contract by the Commission

Date for submission of second interim report:
24 months after reception of the signed contract by the Commission Date

Date for submission of final report:
36 months after reception of the signed contract by the Commission.

Article 6 : Addresses

All communications relating to the execution of the present contract shall be made in writing, shall mention the reference number and title of the project, and shall be sent in two copies to the Commission.

Addresses :

For the Commission : Commission of the European Communities
 Directorate General IB
 Mr. E. Cioffi
 Director General
 Rue de la Loi, 200
 B-1049 Brussels

Telephone: +32-2-2991096
Fax: +32-2-2990914
Electronic mail: "Joost.Van de Velde"@dglb.cec.be

For the Delegation : Delegation of the European Commission in Brazil
Mr Bruno Dethomas
Head of Delegation
SHIS QI 07 Bloco A Lago Sul
71615-570 Brasilia -- DF, Brazil
Telephone: +55- 61 - 248 3122
Fax: +55- 61 - 248 0700
Electronic mail: eudelbra@mymail.com.br

For the beneficiary : Mr. W.J.M. Verhallen
P.O. Box 151, 3700 AD, The Netherlands
Telephone: + 31 30 692 78 11
Fax: +31 30 692 56 14 / +31 30 692 79 87
Electronic mail: admin@icco.nl

Article 7 : Contract amount

- 7.1. The present contract is established in ECU.
- 7.2. The total maximum amount of the EC contribution, the maximum amount of this contract, including all taxes, is 1,091,880 ECU
- 7.3. The detailed breakdown of costs for carrying out the duties described in Annex I is set out in Annex II, which forms an integral part of this contract.

Article 8 : Method of Payment

- 8.1. Payments shall be made in ECU.
- 8.2. The community contribution with exception of the contingencies shall be paid in instalments, of which :
- 55 % within 60 days after the reception by the Commission of the countersigned contract
 - 30% within 60 days after the approval by the Commission of the first interim report
 - 10% within 60 days after the approval by the Commission of the second interim report

The remaining balance, including the approved contingencies, 60 days after the approval by the Commission of the final report and the declaration about the use of Community funding, including the original supporting documents if requested by the Commission's financial services.

For each payment, the beneficiary must send to the address specified in art. 6 two copies of a request and an original invoice, including original supporting documents when necessary, according to art. 14.2.

- 8.3. Payments shall be made into the bank account specified in Annex VI, opened specifically and solely for project use in accordance with Article 14.1.

Article 9 : Payment procedures

9.1. Conversions from other currencies will be made at the rate published in the Supplement to the Official Journal of the European Communities on the first working day after the 10th of the month in which the expenses are incurred. For currencies not quoted in the Official Journal, conversions will be made at the rate published in the Financial Times on the first Monday of the relevant month.

9.2. The Commission undertakes to pay sums due pursuant to this contract within a maximum of 60 calendar days running from the date on which the payment request is registered by the authorising department to the date on which the Commission's account is debited.

This payment period may be suspended by the Commission if it informs the beneficiary, at any time within the period of 60 calendar days counting from the date on which the payment request is first registered, that this request is not admissible either because the amount is not due or because the necessary supporting documents have not been produced, or if the Commission sees the need for further checks. The payment period shall continue to run from the date on which the properly established payment request is first registered.

Upon expiry of the time limit set in the first alinea of paragraph 9.2, the beneficiary may, within two months of receiving the late payment, claim interest at the rate applied by the European Monetary Institute to its operations in ecus plus one and a half percentage points.

9.3. The Commission may, however, after giving notice to the beneficiary, defer payment if the services covered by the request for payment are contested by the Commission or if the vouchers in support of the request are incomplete or late.

The Commission shall be bound to comply with payment periods only if requests for payment are properly presented to the address mentioned in article 6 of this contract.

9.4. All requests for payment received more than six months after the end of the contract shall be considered null and void except in the case of "force majeure".

9.5. Should the grant, inclusive of any interest accrued, exceed the project costs the Community has agreed to finance, the beneficiary shall refund the full difference to the Commission within 60 days of receiving a request for repayment. Failure to do so will lead to interest being charged on the sum due from the beneficiary at the rate applicable on the repayment deadline to the ecu transactions of the European Monetary Institute (EMI), as published in the C Series of the Official Journal. The beneficiary hereby acknowledges that the order duly drawn up by the Commission to recover the said sums is enforceable under Article 192 of the Treaty establishing the European Community in any country in which the beneficiary has a registered office.

Article 10 : Visibility

10.1. The beneficiary shall describe the Community's contribution to the project in all communications through the media or to the final beneficiaries of the project. All products, packaging, vehicles, buildings and equipment shall carry the European emblem (12 yellow stars on a blue background) with the text "European Community" in the official language of the final beneficiary's country and, where appropriate, in any other language.

10.2. The beneficiary shall clearly identify all equipment and supplies financed by the European Community.

At the end of the project, the ownership and use of all equipment and supplies directly financed by the European Community shall be determined by mutual agreement between the beneficiary and the Commission.

Article 11 : Method of implementation

11.1 The beneficiary shall be responsible for the implementation and management of the project and shall make the necessary arrangements with the local authorities. These responsibilities may not be sub-contracted.

11.2. The beneficiary may call on its own personnel, contractual staff, or the administration of the host country to carry out the project.

11.3. Where appropriate, the beneficiary shall recruit local personnel, ensuring a level of professional expertise in all staff appropriate to the objectives of the programmes or actions.

11.4. Contracting procedures :

Products, equipment, services and works shall be contracted through the procedures described in annex V or, where appropriate and in case of conflict, the legal procedures of the beneficiary country regarding public contracts in the case where the beneficiary is a legal entity in the public sector.

The specific contractual procedures are detailed in the technical and administrative provisions set out in the appendix to Annex I of the present contract.

11.5. At the end of the project, all equipment, materials and other items procured with community funding, which should not have been distributed to the final beneficiaries or been in use by them within the framework of the project will be put at the disposal of the Commission, pending a decision on their future use.

Article 12 : Confidentiality

12.1. All correspondence, including the reports described in article 5, is to be treated as confidential.

12.2 Any output or patent obtained by the beneficiary from the execution of this contract at the request of the Commission may only be used by the beneficiary with the consent of the Commission.

Article 13 : Responsibility of the Commission

The Commission will in no circumstances be considered responsible for liabilities or damages incurred by the beneficiary, its employees and/or third parties during the implementation of this contract.

No request for indemnities or for an increase in remuneration shall be presented to the Commission as a result of the occurrence of such liabilities or damages.

Article 14 : Accounting and Audit

14.1. The beneficiary shall keep separate accounts for each contract. The beneficiary shall open at its legal or principal place of business a bank account for this specific purpose except, where appropriate, in the case where the beneficiary is a legal entity in the public sector subject to public accounting regulations. The beneficiary shall open a separate bank account in the country where the project shall be executed except, where appropriate, in the case where the beneficiary is a legal entity in the public sector subject to public accounting regulations.

14.2. The beneficiary shall retain all receipts and other proofs of expenditure. In the case of the beneficiary being a legal entity in the public sector these receipts and proofs of expenditure must be originals. In the case of the beneficiary not being a legal entity in the public sector, originals must be sent to the Commission according to article 8.2 of the present contract and identical copies must be retained by the beneficiary. The beneficiary shall in particular keep available for the Commission and the Court of Auditors for a period of five years after the end of the contract all documents relating to the preparation and implementation of the present contract, accounting and justifying documents and any papers relating to receipts, expenditures and inventories which are necessary for checking, either on the basis of justified documents or on the basis of an on the spot audit of the project expenditures.

14.3. The accounts of the beneficiary relating to the project shall be audited by a certified public accountant. Exceptionally, and with written permission from the Commission, the public audit procedures to which a public sector beneficiary is subject may be applied.

The accountant's statement shall include

- * a statement that the accounts have been analysed and that the statement of expenditure truly reflects the actual costs such as witnessed by the original documents;
- * an indication of the physical location where the original documentation is kept available for inspection by the Commission services and the Court of Auditors.

14.4. The beneficiary shall furnish the Commission with copies of all evaluation or other mission reports effected by or for the beneficiary.

14.5. The Commission may at any time inspect or evaluate the project after informing the beneficiary. The Commission and the Court of Auditors may perform inspections of the project, including financial and accounting checks in the offices of the beneficiary and at the project site. The beneficiary shall assist those persons entrusted with such tasks.

14.6. Original documents which should be retained for audit procedure and which should be made available to the Commission or to the secretariat designated to this effect for checking, are the following :

A. For Equipment and Supplies :

A.1. Offers from at least three suppliers consulted for each purchase and bids from the tenderers in case of tender procedure.

A.2. Contracts or order forms.

A.3. Invoices and evidence of payments or receipts for all contractual services, including costs incurred for the marking of the European insignia, and the insurance costs for transport.

A.4. In the case of supplies taken from the beneficiary stocks, invoices shall be on the basis of prices paid for the goods at the time of purchase.

A.5. For petrol and oil costs, the beneficiary will make available a list including the mileage and the average consumption of the vehicles utilised, the price of petrol and maintenance costs.

B. For Staff :

B.1. For expatriate staff : a declaration of expenditure relative to expatriate staff per month of actual presence, together with a list of presence, initialled by each staff member. Repayment will be made at a flat rate per unit of registered presence.

B.2. For local staff : a declaration of wages of locally recruited staff for a fixed period, duly initialled by them, and a list resuming personnel recruited temporarily, mentioning the wage level paid in cash or kind, certified as accurate by the project administration.

C. Travels

For air travel, original tickets, boarding pass and travel agency invoice shall be kept. Flights shall be reimbursed up to the cost of a full fare economy ticket. Ship and rail travel shall be reimbursed up to the full first class fare.

Article 15 : Cancellation and termination of the contract

15.1. The project shall be implemented within the period stipulated in Article 4 of this contract.

15.2. Any extension of the implementation period must be approved by the Commission on the basis of a request from the beneficiary accompanied by a detailed explanatory report. The Commission reserves the right to cease contributing to the project.

15.3. In the event of a failure to meet any obligation laid down in this contract and if corrective measures are not taken in good time, the Commission may suspend or cancel the financing of the project, or payments foreseen for this contract. In that case, the Commission may also require the reimbursement of payments already made.

15.4. The beneficiary may propose to the Commission the cancellation of all or part of the project. On the basis of this proposal, the Commission reserves the right to modify the content of the project if it judges necessary or, where appropriate, to cancel the contract and demand the reimbursement of payments already made.

15.5. In the eventuality of cancellation of the contract by the beneficiary, the Commission reserves the right to reclaim partial or total reimbursement of payments already made.

In the event that the requested reimbursement is not made within the required period, the sum owed by the beneficiary shall bear interest charges calculated at the rate for ECU operations of the European Monetary Institute applicable at the end of the required period for reimbursement as published in the Official Journal, Serie C.

The beneficiary accepts that the order for the recovery of funds duly established by the Commission for the above mentioned reimbursement will be enforced in accordance with Article 192 of the treaty instituting the European Community in all countries where the beneficiary operates.

Article 16 : Interest on the Community funds

In each financial report, the beneficiary will inform the Commission of any interest received on the Community funds received for the project. Such interest may, subject to the written approval of the Commission, be added to the Community's financial contribution.

Article 17 : Resolutions of disputes

Any dispute between the Commission and the beneficiary arising from the present contract, and which cannot be settled amicably between the two parties, shall be submitted to the Belgian Courts of Law.

Article 18 : Law of the Contract

The present contract shall be subject to Belgian Law.

Article 19 - Amendments or modification to the contract

The beneficiary may only modify the project if it has received specific written permission from the Commission on the basis of a justified request from the beneficiary.

Any modification to the conditions of the contract or annexes thereto shall take the form of a written rider concluded on the same terms as the original contract. No oral understanding shall bind the contracting parties to that effect.

SIGNATURES

BENEFICIARIES	Represented by :	Dates :	Signatures
ICCO - Interchurch Organisation for Development Co-operation	Mr. W. J. M. Verhallen Head of the Latin American and Caribbean Department		

For the Commission of the European Communities:

Signature

Enrico Cioffi
Director General IB

Date

Date of reception by the Commission: ...

Annex I: Terms of References

1. SUMMARY OF THE PROJECT

Project title:	ALTERNATIVES FOR SUSTAINED MANAGEMENT OF THE QUILOMBOLA POPULATIONS' LANDS
Project location (with map if appropriate):	Municipality of Oriximina, Pará, Brazil
Duration of the project:	36 months
The applicant's name:	Interchurch Organisation for Development Co-operation (ICCO)
The project's total cost:	1.614.880 ECU
The EC contribution requested:	1.091.880 ECU
Other source of finance	
- ICCO:	420.000 ECU
- OED:	103.000 ECU

- Interchurch Organisation for Development Co-operation (ICCO) is one of the four co-financing organisations in the Netherlands, administering, under a renewable four year contract, public funds on behalf of the Ministry for Development Co-operation. ICCO is supporting this project of its partner organisation CPI (see below). ICCO was involved in the project design and negotiation. Apart from project monitoring and evaluation, ICCO will provide services to CPI in the field of institutional strengthening, exchange visits, participation in international fora and providing contacts for market information and exporting, if appropriate. Institutional support to CPI is provided by ICCO under a separate contract with funds from the Dutch Government
- Comissão Pró-Índio-São Paulo (CPI-SP) is a support-organisation for indigenous peoples and ethnic groups. The institution head office is located in Sao Paulo. The institution main asset is a large experience in mobilisation, maintaining contacts with government officials and contacts with experts in the field of sustainable management of forest areas.
- Associação das Comunidades Remanescentes de Quilombos do Município de Oriximiná (ARQMO) is the Quilombola communities' representative organisation with 9 years experience in community work. It also has capacity to organise and co-ordinate project activities in the field. ARQMO will be responsible for managing and implementing all Project actions within Quilombola Communities areas.

The Quilombola communities need to overcome various problems to improve their economical conditions, maintain their culture and protect existing natural resources: destruction and restricted access to the Brazil-nut groves; Brazil nuts low prices at the markets; lack of knowledge in relation to management of other forest and non-forest products. To overcome these constraints the general objective of the proposed project isto promote the sustainable development of the remaining "Quilombola" communities of Oriximina, in the Trombetas River Basin Region, Pará State (Brazil) by improving their economic, social and cultural conditions and community-based land management. Specific purposes are as follows:

- Legal and administrative procedures necessary to grant land ownership titles to the "Quilombola" communities of the Alto Trombetas, Jamari, Moura and Ultimo Quilombo do Erepecu areas accomplished through the identification, mapping and demarcation of the land actually occupied by the local population and the mobilisation of civil society to expedite titles emission.
- A sustainable forest management system developed and adopted by the Quilombola communities through the (i) optimisation of the Brazil nuts exploitation, processing and trade (ii) definition of a community forest management plan and (iii) intensification of agriculture production systems.
- Sustainability of implemented actions ensured by strengthening community's managerial capacity, by providing ARQMO transportation and other infrastructure equipment and also by reinforcing CPI administrative and managerial structure.

The expected results of the project are: Quilombola lands of Alto Trombetas - approx. 215,610 ha - Moura, Jamari and Ultimo Quilombo Erepecu identified and demarcated by local population. Public opinion, authorities and media awareness ensured in relation to the necessity of granting land ownership titles to the Quilombola population. Forestry production system of the Quilombola Communities improved by the optimisation of Brazil-nuts, exploitation and diversification of forest and non-forest products; subsistence farming practices - actually adopted by the Quilombola population - intensified. Capacity building of the Quilombola community reinforced, ARQMO infrastructure improved and CPI administrative and managerial capacity strengthened.

2. CONTEXT

2.1. Background of the project

CPI-SP has started working with Quilombola-communities at Oriximina (Pará State) in 1989. From this date on, CPI-SP has been engaged with ARQMO to guarantee Quilombola community's land-rights and also to conserve their environment.

This specific project started with ARQMO's 1994 general assembly decision of concentrating efforts on finding alternatives for their socio-economic situation. It was also decided that these alternatives should be environmentally sound, autonomous and known by the communities. Priority was given to the already collected Brazil-nuts.

The Quilombola descendants are not officially considered as indigenous peoples in Brazil. Nevertheless, they are recognised as ethnic groups by the anthropologists.

They distinguish themselves from other segments of the regional population by land common use and extractive work. This traditional land use has become an important bond among these communities, along with their common culture. This project proposal favours the preservation this culture while providing support to the traditional land management.

The 1998 Brazilian Constitution recognises the remaining Quilombo communities right to the ownership of their lands, thus granting special land rights to this population.

2.2. The Project's origin and its current context

In the last decade the Quilombola lands have been threatened by the development of mineral exploitation and agriculture and grazing projects. Those actions led to income decrease for the Quilombola communities further to deforestation and other environmental imbalances.

- Bauxite mining has began in the 70s, with the installation of the Mineração Rio do Norte (Rio do Norte Mining Co.), 80 kilometres to the north of Oriximina. This enterprise produces approximately 10 million tons of bauxite per year, one of the largest aluminium ore suppliers in the world. These mining operations lead to deforestation and hydro pollution caused by the bauxite waste. Results from company investments in environmental programs are still hard to notice. Bauxite exploitation directly endangers Quilombola-communities of Abui, Parana do Abui, Tapagem, Sagrado Coração, Mae Cue and Moura.
- Agricultural and grazing projects actually occupy a small portion of the municipalities, but its frontiers are advancing on groves where Brazil-nuts grow. Constant invasions made by logging and other companies, as well as ranchers, fishermen, gold miners and squatters, also result in the destruction of the local natural resources.
- There are practices, however, that ensure the survival of the populations remaining from the Quilombos for over a century. These practices have allowed the natural resources conservation. Among them are agriculture, subsistence hunting and fishing and extraction activities, such as Brazil-nuts gathering and trading.
- Quilombolas social organisation is strongly linked to their economic activity. Brazil-nuts collecting and trading mobilises the work of men, women and even children during the harvest period of January to May. The importance of nut collecting is also reflected in the identity of this social group. They call themselves "extracting people". Food security is also guaranteed by agriculture, hunting and subsistence-fishing.
- Rivers are the only transportation mean available. Oriximina has no public transportation system whatsoever. This constitutes an enormous problem, considering the large extent of this municipality (107,842 Km²). Distances between communities and Oriximina vary from 50 to 250 km.
- Quilombolos show financial difficulties to get industrialised products (clothes, medicines, agriculture tools). Quilombola community average income per family during harvesting is R\$ 811,40.
- Hospitals and health centres are located in Oriximina. Quilombolas access to these services is constrained due to lack of transportation. Absence of preventive public health programmes, mother and child health care and basic infrastructure lead to water-related diseases and malaria.
- All Quilombola communities have municipal public schools. Nevertheless, national education system, school curriculum, educational level and school calendar year are poorly adapted to their particular needs. Current educational system enables the Quilombola population to learn basic reading and writing, only.
- The communities are isolated from each other and there is no communication system among them.

2.3. Definition of the Problems to be Resolved

The Quilombola communities need to overcome various problems to improve their economical conditions, maintain their culture and protect existing natural resources.

- **Destruction and restricted access to the Brazil-nut groves:** lack of land ownership titles constrains Quilombola population's control over invasions, destruction of the Brazil-nut groves and trade possibilities. Only three Quilombola Communities were granted with land ownership titles. These successes occurred in Oriximina (Boa Vista and Agua Fria Communities) and Alenquer (Pacoval Community) due to ARQMO and CPI-SP's efforts. These historical initiatives became an important precedent for registering these lands.
- **Brazil nuts low priced at the markets.** This problem is a direct consequence of:
 1. Middlemen interference buying, at a low price, the collected nuts from the Quilombola dwellers in the groves, reselling them to the processing plants. The dependence on these itinerant tradesmen (regatoes) is due to transport inadequacy, inability to store products and financial insufficiency.
 2. Lack of processing practices that would add value to the product.
- **Lack of knowledge in relation to management of other forest and non-forest resources:** Quilombolas have scarce knowledge regarding forest and non-forest resources management, processing and trade further to land management practices.

2.4. Project relation with others in national and regional levels

This project is complementary to some on going governmental institution actions, plan and programmes:

- **INCRA:** the federal institution responsible for the implementation of the agrarian reform and colonisation processes. INCRA has a two-fold relation with this project:
 1. Demarcation and recognition of Quilombolas communities' traditional land rights to the territories in Oriximina. This project proposal foresees a follow up of INCRA actions in order to ensure its success in a short period of time.
 2. Development of a particular colonisation project for the Quilombolas within the already officially demarcated areas. Technical and financial supports from these initiatives are foreseen. In this sense, INCRA could ensure Project activities continuation after its completion. The implementation of management plans, which are being elaborated within this Project, falls into this category.
- **ITERPA:** this Para State institution also participates on the land ownership titles processes along with INCRA. CPI-SP and ARQMO will both monitor this partnership.
- **IBAMA:** this federal government institution administrates two federal conservation units in the municipality of Oriximina (Trombetas Biological Reserve and the Saracu-Taquera National Forest). IBAMA priorities are a scientific study on turtles and area enforcement. The Project institutions will necessarily have to work with this agency in order to attain IBAMA's recognition on Quilombola community land rights over federal protected areas.

Since 1989, ARQMO and CPI-SP have worked together organising and mobilising Quilombola-communities and strengthening ARQMO capacity to solve land-rights problems. These efforts were funded by Balance/Cebemo (Holland), CESE (ICCO partner/Brazil), OXFAM (GB) and EZE (Germany). These activities set basis for the development of this Project proposal.

3. PROJECT DESCRIPTION

3.1. General objective

To promote the sustainable development of the remaining "Quilombola" communities of Oriximiná, in the Trombetas River Basin Region, Pará State (Brazil) by improving their economic, social and cultural conditions and community-based land management.

3.2. Specific Objectives

Specific Objective 1:

The legal and administrative procedures necessary to grant land ownership titles to the "Quilombola" communities of the Alto Trombetas, Jamari, Moura and Último Quilombo Erepecu areas accomplished through (i) identification, mapping and demarcation of the land actually occupied by the local population and (ii) mobilisation of civil society to expedite titles emission.

Specific Objective 2:

A sustainable forest management system developed and adopted by the Quilombola communities through the (i) optimisation of the Brazil nuts exploitation, processing and trade (ii) definition of a community forest management plan and (iii) intensification of agriculture production systems.

Specific Objective 3:

Sustainability of implemented actions ensured by strengthening community's managerial capacity, by providing ARQMO training and infrastructure equipment and also by reinforcing CPI administrative and managerial structure.

3.3. Expected Results

Result 1.1:

Quilombola lands of Alto Trombetas (5 communities - approx. 215.000 ha), Jamari (1 community - territorial extension to be defined), Moura (1 community - territorial extension to be defined) and Último Quilombo Erepecu (1 community - territorial extension to be defined) identified and demarcated by local population.

Result 1.2:

Quilombolas' land boundaries at Alto Trombetas, Jamari, Moura and Último Quilombo Erepecu justified by scientific studies.

Result 1.3:

Public opinion, authorities and media awareness ensured in relation to the necessity of granting Alto Trombetas, Moura, Jamari and Último Quilombo Erepecu land ownership titles to the Quilombola population.

Result 2.1:

Brazil-nuts groves exploitation, processing and trade optimised in all Quilombola communities areas.

Result 2.2:

A community sustainable forest management plan defined for the Trombetas and Erepecuru areas.

Result 2.3:

Sustained subsistence farming practices actually adopted by the Quilombola population intensified.

Result 3.1:

Capacity building of the Quilombola community reinforced, ARQMO infrastructure improved and CPI administrative and managerial capacity strengthened.

3.4. Activities

Related to Result 1.1.

- Support and organise meetings within the communities to study the bases for the maps and local inspections – carried out by the Quilombola population themselves - to confirm boundaries;
- Draw up map draft version by a draftsman and discussions on the map draft version with communities for final decision;
- Prepare and carry out training activities to enable the Quilombolas to execute topographic work;
- Execute the auto-demarcation of the territorial boundaries in the field;

Related to Result 1.2

- Validate Quilombolas' land use communities maps through satellite images and other supporting technology;
- Elaborate appropriate justification of land usage;
- Include justification on petition to attain community's legal land-ownership title.

Related to Result 1.3

- Define and implement the strategy to follow up the registration process;
- Carry out periodic meetings with representatives of INCRA, ITERPA and IBAMA in Santarem, Belem and Brasilia;

- Schedule and attend audiences with the Extraordinary Minister for Agrarian Policy and the Minister of the Environment, Water Resources and Legal Amazon.
- Develop and implement campaigns to attain support from public opinion, legislative authorities and the press;
- Publicise documents on the reality of the remaining Quilombola Communities and Project' activities.

Related to the Result 2.1.

- Define and implement a programme to revitalise Brazil-nuts groves and improve Brazil nuts production in all Quilombolas' areas as formulated by the local population;
- Study national and international market for Brazil-nuts and its by-products
- Gather information on Brazil-nuts processing and preserving technologies
- Organise the work on a collective basis and negotiate and sign collective sale and purchase agreements;
- Introduce Brazil-nuts processing techniques;
- Monitor the product processing;
- Implement an interim food and other basic supply mechanism to Quilombolas to constrain middlemen action.
- Develop and implement a warehouse managing system:
- Plan and implement a radio-communication system;
- Define and implement a transportation system for the Brazil-nuts trade;

Related to Result 2.2:

- Execute environmental, land-use zoning and a multiple-resource inventory by using participatory methods and tools for the Trombetas and Erepecuru areas;
- Discuss its results with the communities;
- Implement participatory forest inventory in the Trombetas and Erepecuru areas;
- Conduct national and international market studies to verify products potential and identify trade partners
- Define sustainable forest management plan for the Trombetas and Erepecuru areas
- Discuss sustainable forest management plan with Trombetas and Erepecuru areas Quilombolas communities
- Establish contacts with governmental institutions for funds rising;

Related to Result 2.3:

- Execute a farming system diagnostic within the Quilomba communities using participatory methodology;
- Define technical training programme to Quilombola dwellers on intensified-sustained agricultural practices;
- Discuss the programme with communities;
- Implement training programme to Quilombola dwellers on sustained intensified agricultural practices;
- Set up and monitoring of nurseries in Trombetas and Erepecuru areas for seedlings production aiming at the introduction of fruit-species (homestead plantation);

Related to Result 3.1:

- Prepare and perform bookkeeping training course for ARQMO representatives;u.
- Provide computer training course for ARQMO co-ordinators in Santarem;
- Define and establish governing and administrative bodies;
- Plan and implement a ICCO/CPI-SP/ARQMO joint work programme;
- Define, discuss and implement community monitoring and evaluation mechanisms on project implementation.

3.5. Calendar of activities

	YEAR 1				YEAR 2				YEAR 3			
	I	II	III	IV	I	II	III	IV	I	II	III	IV
Related to Result 1.1												
Support and organise meetings within the communities to study the bases for the maps and local inspections – carried out by the Quilombola population themselves - to confirm boundaries ¹ ;		Jamari					Ultimo	Quilomb o				
Draw up map draft version by a draftsman and discussions on the map draft version with communities for final decision;			Jamari						Ultimo Quilomb o			
Prepare and carry out training activities to enable the Quilombolas to execute topographic work		Alto Trombet a			Jamari					Ultimo Quilomb o		
Execute the auto-demarcation of the territorial boundaries in the field;			Alto	Trombetas		Jamari					Ultimo	Quilomb o
Related to Result 1.2												
+ Validate Quilombolas' land use communities maps through satellite images and other supporting technology;				Jamari					Ultimo Quilomb o			
+ Elaborate appropriate justification of land usage;	Moura Alto Trombe tas				Jamari					Ultimo Quilomb o		
Related to Result 1.3												
+ Include justification on petition to attain community's legal land-ownership title.		Moura Alto Trombetas			Jamari						Ultimo Quilomb o	
+ Define and implement the strategy to follow up the registration process.												
+ Carry out periodic meetings with representatives of INCRA, ITERPA and IBAMA (in Santarém, Belém and Brasília).												
+ Schedule and attend audiences with the Extraordinary Minister for Agrarian Policy, Minister of the Environment and Legal Amazon and the Governor of Pará.												
+ Develop and implement campaigns to attain support from public opinion, legislative authorities and press.												
+ Publicise documents on the reality of the remaining Quilombola Communities and Project activities.												

¹ In progress in Moura Area with ICCO Funds (June 1998)

	YEAR 1				YEAR 2				YEAR 3			
	I	II	III	IV	I	II	III	IV	I	II	III	IV
Related to Result 2.3												
† Execute a farming system diagnostic within the Quilomba communities using participatory methodology ² ;												
† Define technical training programme to Quilombola dwellers on intensified-sustained agricultural practices ³ ;												
† Discuss the programme with communities ⁴ ;												
† Implement training programme to Quilombola dwellers on sustained intensified agricultural practices ⁵ ;												
† Set up and monitoring of nurseries in Trombetas and Erepecuru areas for seedlings production aiming at the introduction of fruit-species (homestead plantation) ⁶ ;												
Related to Result 3												
† Prepare and perform bookkeeping training course for ARQMO representatives .												
† Provide computer-training course for ARQMO co-ordinators. *												
† Define and establish governing and administrative bodies.												
† Plan and implement a ICCO/CPI-SP/ARQMO joint work programme;												
† Define, discuss and implement community monitoring and evaluation mechanisms on project implementation.												

² In progress with ICCO funds (June 1998)

³ To be implemented with ICCO funds (from July 1998)

⁴ To be implemented with ICCO funds (from July 1998)

⁵ To be implemented with ICCO funds (from July 1998)

⁶ To be implemented with ICCO funds (from July 1998)

Activities responsibility

Activities	Responsible (Organisation/Project Unit)
<u>Related to Result 1.1.</u>	
Support and organise meetings within the communities to study the bases for the maps and local inspections – carried out by the Quilombola population themselves - to confirm boundaries;	• CPI-SP/ARQMO
Draw up map draft version by a draftsman and discussions on the map draft version with communities for final decision;	• ARQMO /CEPATU
Prepare and carry out training activities to enable the Quilombolas to execute topographic work;	• ARQMO
Execute the auto-demarcation of the territorial boundaries in the field;	• The communities/ARQMO
<u>Related to Result 1.2</u>	
Validate Quilombolas' land use communities maps through satellite images and other supporting technology;	• ECOFORCA/CEPATU
• Elaborate appropriate justification of land usage;	• ECOFORCA/CEPATU
• Include justification on petition to attain community's legal land-ownership title.	
<u>Related to Result 1.3</u>	
• Define and implement the strategy to follow up the registration process;	CPI
• Carry out periodic meetings with representatives of INCRA, ITERPA and IBAMA in Santarem, Belem and Brasilia;	ARQMO/CPI
• Schedule and attend audiences with the Extraordinary Minister for Agrarian Policy and the Minister of the Environment, Water Resources and Legal Amazon.	ARQMO/CPI
• Develop and implement campaigns to attain support from public opinion, legislative authorities and the press;	ARQMO/CPI
• Publicise documents on the reality of the remaining Quilombola Communities and Project activities.	ARQMO/CPI
<u>Related to the Result 2.1.</u>	
• Define and implement a programme to revitalise Brazil-nuts groves and improve Brazil nuts production in all Quilombolas' areas as formulated by the local population;	CPI
• Study national and international market for Brazil-nuts and its by-products	CPI/ICCO
• Gather information on Brazil-nuts processing and preserving technologies	CEPATU
• Organise the work on a collective basis and negotiate and sign collective sale and purchase agreements;	ARQMO/CPI
• Introduce Brazil-nuts processing techniques;	ARQMO/CPI
• Monitor the product processing;	ARQMO/CPI
• Implement an interim food and other basic supply mechanism to Quilombolas to constrain middlemen action.	ARQMO/CPI
• Develop and implement a warehouse managing system;	ARQMO/CPI/CEPATU
• Plan and implement a radio-communication system;	ARQMO/CPI/USP
• Define and implement a transportation system for the Brazil-nuts trade;	CPI/ARQMO
<u>Related to Result 2.2:</u>	
• Execute environmental, land-use zoning and a multiple-resource inventory by using participatory methods and tools for the Trombetas and Erepecuru areas;	CEPATU
• Discuss its results with the communities;	CEPATU/ARQMO/CPI
• Implement participatory forest inventory in the Trombetas and Erepecuru areas;	CEPATU/ARQMO/CPI
• Conduct national and international market studies to verify products potential and identify trade partners	CPI/ICCO
• Define sustainable forest management plan for the Trombetas and Erepecuru areas	CEPATU
• Discuss sustainable forest management plan with Trombetas and Erepecuru areas Quilombolas communities	CEPATU/ARQMO/CPI
• Establish contacts with governmental institutions for funds rising;	CPI
<u>Related to Result 2.3:</u>	
• Execute a farming system diagnostic within the Quilomba communities using participatory methodology;	CEPATU
• Define technical training programme to Quilombola dwellers on intensified-sustained agricultural practices;	CEPATU
• Discuss the programme with communities;	CEPATU/ARQMO/CPI
• Implement training programme to Quilombola dwellers on sustained intensified agricultural practices;	CEPATU/ARQMO/CPI
• Set up and monitoring of nurseries in Trombetas and Erepecuru areas for seedlings production aiming at the introduction of fruit-species (homestead plantation);	CEPATU/ARQMO
<u>Related to Result 3.1.</u>	
• Prepare and perform bookkeeping training course for ARQMO representatives;	CPI
• Provide computer-training course for ARQMO co-ordinators in Santarem;	ARQMO
• Define and establish governing and administrative bodies;	ARQMO/CPI/ICCO
• Plan and implement a ICCO/CPI-SP/ARQMO joint work programme;	ICCO/CPI/ARQMO
• Define, discuss and implement community monitoring and evaluation mechanisms on project implementation.	ICCO/CPI/ARQMO

3.6. Resources

3.6.1. HUMAN RESOURCES

European Commission

Local personnel (TA)

CPI			
a. Project director	months/person	12	
b. Administrative director	months/person	12	
c. Operation & Logistical Assistant	months/person	24	
ARQMO			
Organisation Co-ordinator (9)	months/person	324	

Local personnel

a. Secretary (CPI)	months/person	36	
b. Secretary (ARQMO)	months/person	36	
c. Accountant	months/person	36	
d. Boat Crew (18)	months/person	648	

Allocation per diem

ARQMO	days	1700
Food for work	Unit	1000
Capital	days	410
Field	days	440
Co-ordination Workshop	Unit	72

Co-financing

ICCO

Organisation Co-ordinator; Boat Crew; Food for work; Co-ordination Workshop

3.6.2. SERVICES AND EQUIPMENT

European Commission

Standard equipment

Computer(s), software (2 Units) Printer (1); Telephone (1) ; Office material; Operation & Maintenance; Miscellaneous

Specific equipment

Boat w/15HP engine (3 units) b.Topographic equipment c. Satellite Photos (5 Unit) Sitim/GIS ; Engine YAMAHA 15 HP (1) ; Boats (brazil-nuts transportation) (1) ;Material for brazil-nut storage; Radio communication System; Solar Energy Panels

Intrants (10 Donkeys)

Travel transport and Local transport

Training and Community Participation

Outside experts (short term)

Legal Adviser	months/person	3
Marketing specialist	months/person	10
Farming system specialist	months/person	3
Communication specialist	months/person	2
Experts for Land Just. Study	months/person	3
Experts for Land Use Zoning	months/person	2
Experts for Diagnostic of Brazil nuts groves	months/person	13.5
Experts for Land Management and Monitoring	months/person	8

Auditing (lumpsum)

Co-financing

ICCO

ARQMO Project office rent (36 months); Boats (brazil-nuts transportation) 2 Units; Material for Brazil-nuts storage; Local Transport; Boat Crew training and in Forestry Inventory and Community participation Activities.

OED

Training and Community Participation; Publications and Documents; Outside experts (Marketing specialist & Expert in Land Management).

4. PROJECT COST

The total Project cost is 1.614.880 ECU: the EC contribution is 1.091.880 (67.6%), ICCO contribution is 420.000 ECU (26%) and OED is co-financing the project with 103.000 ECU (6.4%).

4.1. Project Yearly Budget

	Year 1			Year 2			Year 3			TOTAL			TOT
	EU	ICCO	OED	EU	ICCO	OED	EU	ICCO	OED	EU	ICCO	OED	
Unit Price	105820	119500	0	105820	19500	0	105810	19600	0	317450	158600	0	47
Total Cost Price	377440	182400	23270	153420	44000	28500	153415	35000	51230	654275	261400	103000	104
AT ALL PRICE	483260	301900	23270	259240	63500	28500	259225	54600	51230	1061725	420000	103000	152
Administration (6%)	29000			15555			15548			60103			6
Contingencies (3%)	14500			7777			7775			3052			3
Total contributions	526760	301900	23270	282572	63500	28500	282548	54600	51230	1091880	420000	103000	161
TOTAL PROJECT COSTS		851930			374572			388378			1614880		161

(Refer to Annex II)

(*) ICCO has already transferred dfl. 574.536 (equivalent to Ecu 261.153 since Dec. 1997)

5. JUSTIFICATION

Lands rights are fundamental for the promotion of sustainable development. Amazonian communities alone do not have the expertise to stand for their own rights on land issues, as it is stated in the Brazilian legislation. Therefore, it is necessary to provide them with technical and political support during negotiations with the government. Provision of information concerning their rights is also instrumental in this period.

Socio-economic aspects of the communities were investigated during a very long period by CPI Anthropology team. They have concluded that population growth and land pressure are increasing in the area and invasions of the Quilombola territories affect their possibilities of remaining on their land and are a threat to regional natural resources and ecological balance.

Quilombola's petition to legally register their lands must include a justification for the boundaries claimed. It's necessary to technically prove that claimed boundaries correspond to the area actually

occupied by the Quilombo inhabitants. This necessity rises from the fact that Federal Government officials have no tradition with the demarcation of extractive areas. In this particular case, demarcation processes must take into consideration all territorial space encompassed by dweller's subsistence activities. It's well known that actual compliance with this task on the part of the government depends on constant efforts by communities and their organisations. A systematic monitoring of proceedings will prevent long delays on land ownership titles concession. Quilombolas land right situation has another particular implication: portions of the area occupied by these communities are located in federal conservation units (Trombetas Biological Reserve and the Saracu-Taquera National Forest).

The survival of the Quilombolas's population depends upon the intensification of Brazil-nuts production, processing and trade. It also depends on the production diversification. Their management experience of other forest and non-forest resources is very limited. Although agriculture, hunting and fishing guarantee an important part of Quilombolas nutrition, these communities have difficulties in obtaining industrialised foodstuff (coffee, sugar, pasta, etc.). The income, obtained with the Brazil-nuts trade, is not enough to buy foodstuff, medicines, agricultural tools etc.

ARQMO, the Quilombolas communities' representative-organisation has the capacity to mobilise, organise and co-ordinate field activities. The Association weakness, lies on the ability to manage and administrate its assets and in the inadequacy of its infrastructure. Leaders also lack expertise on trade. This project proposal aims at solving the above mentioned problems.

5.1.1. Environmental Impact Assessment check-list

Aspects of EIA	Checklist Questions	Yes	No	Additional Data needs:
Sources of Impact	Will the project: Require the protection, exploitation or conversion of significant areas of forest (eg > 50 hectares) ?		✓	
	Introduce tree species of which there is little experience by those who will manage production in long term ?		✓	
	Require a significant increase in forestry processing (eg. sawmill, paper and pulp facilities, eg > 25%) ?		✓	
Receptors of Impacts	Require population resettlement or compensation ?		✓	
	Exploit or convert forested areas that support conservation-worthy ecosystem (eg. Protected areas, critical habitats, endangered species, etc.); or that contains sites of historical or cultural importance ?		✓	
	Conflict with existing use for forested areas (eg. Fuel-wood, forest products, wildlife, wildlife habitats) ?		✓	
	Displace the activities of local populations such that there is a pressure on natural resources surrounding the project area (eg. on soil, wildlife, potable water supplies, water body waste absorption capacities, etc.)		✓	
Environmental Impacts	Cause people significantly to alter the method which they sustain their livelihood (significant dependent upon scale and type of socio-economic impact, eg. Inertia to change, unequal benefits) ?		✓	
	Be likely to lead unplanned agricultural settlement due to construction of access road to the project area ?		✓	
	Significantly alter the flow regime of local watershed (significant dependent upon type of operation, evapotranspiration, characteristics of tree species, disturbance of drainage network) ?		✓	
Mitigation Measures	Require the long-term provision of forestry management extension services to establish or sustain the project (eg. >2 years) ?		✓	
	Be likely to require mitigation measures that may result in the project being financially or socially acceptable ?		✓	

5.1.2. Women in Development Checklist

	Yes	No
A) In which category can your project be classified?		✓
- Women-Specific Project		✓
- WID/Integrated Project	✓	
B) Are women's need and interests included in project design, through either direct consultation, consultation of local Gender/WID experts, or documentation reflecting the view of women?		✓
C) Are women needs and interests targeted in the immediate objective?	✓	
D) Are project outputs directly related to women's needs/interests?		✓
E) Do women from target group participate actively in project implementation?	✓	
F) Have constrains to women's participation in the project been identified, and have conditions (including financial conditions) been created in order to enhance their participation ?		✓
G) Is Gender/WID expertise planned and budgeted throughout the project cycle ?		✓
H) Are Gender -WID indicators of achievement planned in the Project's Log-frame ?		✓
I) Is provision made for monitoring and evaluating the nature and quality of women's and men's integration and participation in objectives, outputs and inputs?		✓
J) Is provision made for monitoring and evaluating project impact on men's and women's access to, and control over the benefits generate by the project?		✓

6. MONITORING AND EVALUATION

ICCO will submit written progress and financial reports according to contract terms (Annex III)

The EC will undertake and independent evaluation (Midterm Review) of the project 18 months after its inception in order to assess impact and performance against objectives, and recommend any possible future support.

7. FINANCIAL EXECUTION BY THE COMMISSION

The payments to be made for the execution of this contract will be carried out, after verification, in conformity with the needs established by the payment schedule and according to yearly budgetary availability.

Appendix to Annex I - Procurement policy DG IB

1. SERVICE CONTRACTS CONCLUDED EXTERNALLY FOR A NON-MEMBER COUNTRY

*

Value of contract (x) (in ecus)	x < 12000	12 000 < x < 70 000	70 000 < x < 137 000**
Eligibility	Community, recipient country	Community, recipient country	Community, recipient country
Procedure	Direct agreement	Principle: negotiated procedure Variant: standard-framework contract if duration less than 6 months	Principle: restricted invitation to tender with publication in local press Variant: standard framework contract if duration less than 6 months
Number of firms consulted or invited to tender	1 or more	Principle: minimum 3 Variant: framework contract	Principle: shortlist minimum of 5 firms. Variant: general contract if duration less than 6 months.
Approval of invitation to tender file	Contracting authority	Contracting authority with agreement of delegation	Principle: IB-E/2
Assessment of tenders	Contracting authority	Contract award committee with participation of delegation	Contract award committee with participation of delegation
Award decision	Contracting authority	Contracting authority with agreement of delegation	Delegation if contract to go to lowest bidder. Otherwise: IB-E/2
Contract	Contract signed by contracting authority	Contract signed by contracting authority Variant: contract signed by IB-E/2	Principle: contract signed by contracting authority Variant: contract signed by IB-E/2

* Project management units or recipients.

** ECU 137 000 or more: contract concluded by headquarters.

2. SUPPLY CONTRACTS CONCLUDED LOCALLY FOR A NON-MEMBER COUNTRY

Value of contract (x in ecus)	$x < 5\,000$	$5\,000 < x < 25\,000$	$25\,000 < x < 137\,000$	$x > 137\,000$
Origin	No rules on origin	Community, recipient country, eligible countries*	Community, recipient country, eligible countries	Community, recipient country, eligible countries
Procedure	Direct contract	Direct contract	Principle: open invitation to tender - publication in local press. Variant (with prior agreement of headquarters): restricted invitation to tender	International invitation to tender - publication in OJ and local press
Number of firms consulted or invited to tender	1 or more	at least 3	Principle: open Variant: minimum of 5 firms, at least 2 from Community	Open
Dispatch of invitation to tender	/	/	File sent to delegation	File sent to delegation
Approval of invitation to tender file	/	/	Delegation	Commission approval required (headquarters)
Assessment of tenders	Contracting authority as per DG's manual of procedures	Contracting authority as per DG's manual of procedures	Assessment committee on which delegation is entitled to sit	Assessment committee with participation of delegation
Award decision	Contracting authority	Contracting authority	Delegation: if proposed contractor is lowest bidder and amount is not in excess of budget limits. Otherwise: headquarters	Headquarters
Contract	Order signed by contracting authority Copy and supporting documents filed	Contract signed by contracting authority Copy and supporting documents filed	Contract signed by contracting authority, then by contractor.	Contract signed by contracting authority endorsed by Commission (headquarters), then by contractor.

* Eligible countries: MEDA Regulation, Article 8 (1): Mediterranean partners.
ALA Regulation, Article 13: developing countries, case by case. Exceptionally, others.

3. WORKS CONTRACTS CONCLUDED LOCALLY FOR A NON-MEMBER COUNTRY

Value of contract (x in ecus)	$x < 100\ 000$	$100\ 000 < x < 500\ 000$	$500\ 000 < x < 5\ 000\ 000$	$x > 5\ 000\ 000$
Procedure	Direct contract	Restricted invitation to tender	Invitation to tender. - publication in local press	International invitation to tender - publication in OJ and local press
Number of firms consulted or invited to tender	at least 3	at least 5	Open	Open
Dispatch of invitation to tender file	/	/	File sent to delegation	File sent to delegation
Approval of invitation to tender file	/	/	Commission approval required (delegation).	Commission approval required (headquarters)
Assessment of tenders	Contracting authority as per DG's manual of procedures	Assessment committee on which delegation is entitled to sit	Assessment committee on which delegation is entitled to sit	Assessment committee with delegation participation
Award decision	Contracting authority	Contracting authority	Delegation: if proposed contractor is lowest bidder and amount is not in excess of budget limits. Otherwise: headquarters	Headquarters
Contract	Order signed by contracting authority Copy and supporting documents filed.	Contract signed by contracting authority Copy and supporting documents filed.	Contract signed by contracting authority, then by contractor	Contract signed by contracting authority, endorsed by Commission (headquarters), then by contractor.

b. Community Participation				53,000	20,000	26,000	99,000
2.6. Publications + documents						22,330	22,330
2.7. Outside experts (short term)							
- Legal Adviser	months/person	3	5,000	8,000	7,000		15,000
- Marketing specialist	months/person	10	5,000	32,000	10,000	8,000	50,000
- Farming system specialist	months/person	3	6,400	12,000	7,400		19,400
- Communication specialist	months/person	2	3,500	7,000			7,000
- Experts for Land Justification Study	months/person	3	3,100	9,300			9,300
- Experts for Land Use Zoning	months/person	2	3,500	7,000			7,000
- Experts for Diagnostic of Brazil nuts groves	months/person	13.5	5,000	37,500	30,000		67,500
- Experts for Land Management and Monitoring	months/person	8	5,000			40,000	40,000
- Auditing				41,000			41,000
Cost price sub-total: (B)				684,275	261,400	103,000	1,048,675
AT ALL INCLUSIVE PRICE							
3.1. Administrative costs (6% of A+B, EC Contribution)				60,103			60,103
3.2. Contingencies (3% of A+B, EC Contribution) (only after justified request to E.C. and positive answer granted. Submission of receipts, regardless of budget post, is required for reimbursement)				30,052			30,052
Total price sub-total: (C)				90,155			
TOTAL 1+2+3				1,091,880	420,000	103,000	1,614,880

Annex IIa: BUDGET							
(Prices in ECU)							
BUDGET POSTS	Unit	Quantity	Unit price	CE	Co-financing		TOTAL
Supplies and services rendered					ICCO	OED	
1. AT UNIT PRICE							
PERSONNEL:							
1.2. Local personnel (TA)							
<u>CPI</u>							
a. Project director	months/person	12	2,500	30,000			30,000
b. Administrative director	months/person	12	2,500	30,000			30,000
c. Operation & Logistical Assistant	months/person	24	775	18,600			18,600
<u>ARQMO</u>							
Organisation Co-ordinator (9)	months/person	324	100	10,400	22,000		32,400
1.3. Local personnel							
a. Secretary (CPI)	months/person	36	1,225	44,100			44,100
b. Secretary (ARQMO)	months/person	36	140	5,040			5,040
c. Accountant	months/person	36	290	10,440			10,440
d. Boat Crew (18)	months/person	648	40	10,920	15,000		25,920
Allocation per diem							
ARQMO	days	1700	10	17,000			17,000
Food for work	Unit	1000	171	71,000	100,000		171,000
Capital	days	410	95	38,950			38,950
Field	days	440	50	22,000			22,000
Coordination Workshop	Unit	72	425	9,000	21,600		30,600
Unit price sub-total (A)							
				317,450	158,600		476,050

2. AT COST PRICE							
<i>(Reimbursement on supporting documents)</i>							
SERVICES AND EQUIPMENT							
2.1. Standard equipment							
a. ARQMO Project office rent	months	36	500		18,000		18,000
b. Computer(s), software	Unit	2	2,000	4,000			4,000
c. Printer(s)	Unit	1	1,000	1,000			1,000
d. Telephone	Unit	1	3,000	3,000			3,000
e. Office material				26,000			26,000
f. Operation & Maintenance				110,000			110,000
g. Miscellaneous				13,965			13,965
2.2 Specific equipment							
a. boat w/15HP engine	Unit	3	5,000	15,000			15,000
b. Topographic equipment				3,320			3,320
c. Satellite Photos	Unit	5	2,000	10,000			10,000
d. Sltim/GIS				2,200			2,200
e. Engine YAMAHA 15 HP	Unit	1	1,500	1,500			1,500
f. Boats (brazil-nuts transportation)	Unit	3	54,000	54,000	108,000		162,000
g. Material for brazil-nut storage	Lump sum			25,000	25,000		50,000
h. Radio communication System	Lump sum			25,000			25,000
i. Solar Energy Panels	Lump sum			35,000			35,000
2.3. Intrants							
a. Donkey	Unit	10	450	4,500			4,500
2.4. Travel transport (economic class)							
a. Local flights (Qty-destination)	Unit						
Sao Paulo- Brasilia- Sao Paulo	Unit	21	450	9,450			9,450
Trombetas-Brasilia-Trombetas	Unit	12	760	9,120			9,120
Sao Paulo- Belem- Sao Paulo	Unit	6	780	4,680			4,680
Trombetas-Belem-Trombetas	Unit	12	410	4,920			4,920
Sao Paulo-Trombetas-Sao Paulo	Unit	38	890	33,820			33,820
c. Local transport	Lump sum			7,500	18,000		25,500
2.5. Training and Community Participation							
a. Training courses							
- Topography	Unit	3	2,790	8,370			8,370
- Brazil nuts groves management	Unit	1	17,000	17,000			17,000
- Boat crew training	Unit	1	1,000	10,330		6,670	17,000
- Solar Equipment maint.	Unit	1	7,000	7,000			7,000
- Agricultural techniques Improvement	Unit	1	13,000	13,000			13,000
- Computing	Unit	6	1,000	6,000			6,000
- Accounting	Unit	2	2,000	4,000			4,000
- Forest inventory techniques	Unit	2	13,400	8,800	18,000		26,800

Annex Iib : Presentation of expenses in ECU for the M.I.S.							
(in ECUs)							
Contribution	CE	%	ICCO	%	OED	%	TOTAL % of Total Project Cost
1, Services							
1.1.European TA							
1.2.Local TA	121,400	84.7%	22,000	15.3%			143,400 8.9%
1.3.Audit-Monitoring-Evaluation	41,000	100.0%					41,000 2.5%
1.4.Consultancies-Studies	97,800	48.9%	54,400	27.2%	48,000	24.0%	200,200 12.4%
1.5.Training	127,500	64.3%	38,000	19.2%	32,670	16.5%	198,170 12.3%
2.Supplies							
2.1.Equipment	321,020	68.0%	151,000	32.0%			472,020 29.2%
2.2 Intrans	4,500	100.0%					4,500 0.3%
3.Works							
4.Information-Visibility							
					22,330	100.0%	22,330 1.4%
5.Operation expenses							
5.1.Local personnel	70,340	82.4%	15000	17.6%			85,340 5.3%
5.2.Others (local per diem)	157,950	56.5%	121600	43.5%			279,550 17.3%
6.Transfer of Funds							
7.Credit Funds							
8.Others							
8.1 Administration	50,550	100.0%					50,550 3.1%
8.2 Travel & transport	69,490	79.4%	18,000	20.6%			87,490 5.4%
09.Contingencies							
	30,330	100.0%					30,330 1.9%
TOTAL	1,091,880	67.6%	420,000	26.0%	103,000	6.4%	1,614,880

Annex IV: Logical Framework

INTERVENTION LOGIC	VERIFIABLE OBJECTIVE INDICATORS	VERIFICATION METHODS	CONDITIONS, RISKS AND HYPOTHESIS
<p>OVERALL OBJECTIVE: To promote the sustainable development of the remaining "Quilombola" communities of Oriximina, in the Trombeta River Basin Region, Para State (Brazil) by improving their economic, social and cultural conditions and community-based land management.</p>	<ul style="list-style-type: none"> - Effective improvement on the economical, social and environmental indicators after Project completion. - Land ownership titles granted to all Quilombo communities in Oriximiná, three years after Project execution. 	<ul style="list-style-type: none"> - Official indicators National statistics system Report on environmental status - Land Ownership Titles publish on the official paper (Diário Oficial) 	<ul style="list-style-type: none"> - Country's economical stability - Drastic changes on the political scenario. - Changes on INCRA good will in relation to the Quilombolas land right.
<p>SPECIFIC OBJECTIVE 1: The legal and administrative procedures necessary to grant land ownership titles to the "Quilombola" communities of the Alto Trombeta, Moura, Jamari and Ultimo Quilombo Erepecu areas accomplished through the (i) identification, mapping and demarcation of the land actually occupied by the local population and the (ii) mobilisation of civil society to expedite titles emission.</p>	<ul style="list-style-type: none"> - Complete claim files concerning remaining Quilombo areas presented to public authorities. - Government official being pressed by civil society to expedite procedures concerning Quilombolas right to possess their own land. 	<ul style="list-style-type: none"> - Field visits - Copy of the maps, justifications and other documents necessary to the land regularisation processes 	<ul style="list-style-type: none"> - Civil society or public official insensitive to the Quilombola's cause due to other more urgent matters.
<p>SPECIFIC OBJECTIVE 2: A sustainable forest management system developed and adopted by the Quilombola communities through the (i) optimisation of the Brazil nuts exploitation, processing and trade (ii) definition of a community forest management plan; (iii) intensification of sustainable agriculture production systems.</p>	<ul style="list-style-type: none"> - A three fold increase over present Quilombolas communities' income by the end of project implementation - Four new environmentally sound alternative products being produced by Quilombolas Communities. 	<ul style="list-style-type: none"> - Co-operative records and accounting books. - Field visits - Project Reports 	<ul style="list-style-type: none"> -Decrease on market prices - Climate adversity - Forest fire
<p>SPECIFIC OBJECTIVE 3: Sustainability of implemented actions ensured by strengthening communities' managerial capacity, by providing ARQMO with training and infrastructure equipment and also by reinforcing CPI administrative and managerial structure.</p>	<ul style="list-style-type: none"> - All Project results being monitored by four communities administrative commissions, each one integrated by 5 elected local leaders - Active participation of CPI-SP on project execution granted by the provision of adequate infrastructure. 	<ul style="list-style-type: none"> - Project Reports - Minutes of the commissions - Field trips - Copy of letters exchanged among concerned parties. 	<p>Electricity shortage</p>

Annex IV (cont.): Logical Framework

INTERVENTION LOGIC	VERIFIABLE OBJECTIVE INDICATORS	VERIFICATION METHODS	CONDITIONS, RISKS AND HYPOTHESIS
Result 1.1: Quilombola lands of Alto Trombeta (5 communities - aprox. 215.000 ha.) Jamari (1 community - territorial extension to be defined) Moura (1 community - territorial extension to be defined) and Ultimo Quilombo Erepecu (1 community - territorial extension to be defined) identified and demarcated by local population.	<ul style="list-style-type: none"> - Demarcation signs on the field done by Quilombolas communities in 4 different areas - 4 Quilombola area maps. 	<ul style="list-style-type: none"> - Project Reports - Photos - Maps 	<ul style="list-style-type: none"> - Invasion on the Quilombolas areas
Result 1.2: Quilombolas' land boundaries at Alto Trombetas, Jamari, Moura and Ultimo Quilombo do Erepecu justified by scientific studies.	<ul style="list-style-type: none"> - 4 studies concerning actual areas used by 8 different Quilombolas' communities 	<ul style="list-style-type: none"> - Studies documents - Project Report 	<ul style="list-style-type: none"> - IBAMA's action contrary to granting ownership titles to Quilombolas
Result 1.3: Public opinion, authorities and media awareness ensured in relation to the necessity of granting the Alto Trombetas, Moura, Jamari and Ultimo Quilombo Erepecu land ownership titles to the Quilombola population.	<ul style="list-style-type: none"> 4 land ownership title processes initiated at IBAMA. News concerning Quilombolas Communities on the media. 	<ul style="list-style-type: none"> Projects Reports Newspapers and other media communication support 	<ul style="list-style-type: none"> Delays on granting ownership titles due to low priority attributed to Quilombola's claims by IBAMA.
Result 2.1: Brazil-nuts groves exploitation, processing and trade optimised in all Quilombolas communities areas.	<ul style="list-style-type: none"> - A 100% increase on the Quilombolas' collective production, processing and trading of Brazil-nuts - Warehousing, communication and transportation systems implemented. 	<ul style="list-style-type: none"> - Project Reports - Field trips - Association' registry 	<ul style="list-style-type: none"> - Lack of market for ecologically-friend products. - Consequences of middlemen negative reaction in relation to Quilombolas direct trade.
Result 2.2: A community sustainable forest management plan defined for the Trombetas and Erepecuru areas.	<ul style="list-style-type: none"> -A community executed forest inventory of approximately 330.000 ha. -A forest management plan. 	<ul style="list-style-type: none"> - Project Report - Inventory documentation. - Management Plan. 	<ul style="list-style-type: none"> -Invasion on Quilombolas' area

Annex IV (cont.): Logical Framework

<p>Result 2.3: Sustained subsistence farming practices actually adopted by the Quilombola population intensified.</p>	<ul style="list-style-type: none"> - A 50% increase on subsistence agricultural practices - 80 communities members trained on agricultural practices 	<ul style="list-style-type: none"> - Project Reports - Field trips 	<p>Climate adversity. Invasion on Quilombola's area.</p>															
<p>Result 3.1: Capacity building of the Quilombola community reinforced, ARQMO infrastructure improved and CPI administrative and managerial capacity strengthened.</p>	<ul style="list-style-type: none"> - 4 ARQMO co-ordinators trained in computing. - 20 ARQMO staff members trained in bookkeeping. - Electronic integration of CPI office in São Paulo to ARQMO in Oriximiná. 	<ul style="list-style-type: none"> - Communities accounting books; - Documents electronically produced by ARQMO; - Electronic Mail exchanged between ARQMO and CPI-SP - Project Reports 	<ul style="list-style-type: none"> - Inability of the Quilombola representatives to learn and adopt new techniques. - Electrical shortage. 															
<p>ACTIVITIES</p>		<p>INPUTS</p>																
<p><u>Related to Result 1.1.</u></p> <ul style="list-style-type: none"> • Support and organise meetings within the communities to study the bases for the maps and local inspections – carried out by the Quilombola population themselves – to confirm boundaries; • Draw up map draft version by a draftsman and discussions on the map draft version with communities for final decision; • Prepare and carry out training activities to enable the Quilombolas to execute topographic work; • Execute the auto-demarcation of the territorial boundaries in the field; 		<p>HUMAN RESOURCES CE Local personnel (TA) CPI</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">a. Project director</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">12</td> </tr> <tr> <td style="padding-left: 20px;">b. Administrative director</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">12</td> </tr> <tr> <td style="padding-left: 20px;">c. Operation & Logistical Assistant</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">24</td> </tr> <tr> <td style="padding-left: 20px;">ARQMO Organisation Co-ordinator (9)</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">324</td> </tr> </table>		a. Project director	months/person	12	b. Administrative director	months/person	12	c. Operation & Logistical Assistant	months/person	24	ARQMO Organisation Co-ordinator (9)	months/person	324			
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<p><u>Related to Result 1.2</u></p> <ul style="list-style-type: none"> • Validate Quilombolas' land use communities maps through satellite images and other supporting technology; • Elaborate appropriate justification of land usage; • Include justification on petition to attain community's legal land-ownership title. 		<p>Local personnel</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">a. Secretary (CPI)</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">36</td> </tr> <tr> <td style="padding-left: 20px;">b. Secretary (ARQMO)</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">36</td> </tr> <tr> <td style="padding-left: 20px;">c. Accountant</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">36</td> </tr> <tr> <td style="padding-left: 20px;">d. Boat Crew (18)</td> <td style="text-align: right;">months/person</td> <td style="text-align: right;">648</td> </tr> </table>		a. Secretary (CPI)	months/person	36	b. Secretary (ARQMO)	months/person	36	c. Accountant	months/person	36	d. Boat Crew (18)	months/person	648			
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<p><u>Related to Result 1.3</u></p> <ul style="list-style-type: none"> • Define and implement the strategy to follow up the registration process; • Carry out periodic meetings with representatives of INCRA, ITERPA and IBAMA in Santarem, Belem and Brasilia; • Schedule and attend audiences with the Extraordinary Minister for Agrarian Policy and the Minister of the Environment, Water Resources and Legal Amazon. • Develop and implement campaigns to attain support from public opinion, legislative authorities and the press; • Publicise documents on the reality of the remaining Quilombola Communities and Project' activities. 		<p>Allocation per diem</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">ARQMO</td> <td style="text-align: right;">days</td> <td style="text-align: right;">1700</td> </tr> <tr> <td style="padding-left: 20px;">Food for work</td> <td style="text-align: right;">Unit</td> <td style="text-align: right;">1000</td> </tr> <tr> <td style="padding-left: 20px;">Capital</td> <td style="text-align: right;">days</td> <td style="text-align: right;">410</td> </tr> <tr> <td style="padding-left: 20px;">Field</td> <td style="text-align: right;">days</td> <td style="text-align: right;">440</td> </tr> <tr> <td style="padding-left: 20px;">Coordination Workshop</td> <td style="text-align: right;">Unit</td> <td style="text-align: right;">72</td> </tr> </table> <p>Co-financing ICCO Organisation Co-ordinator ; Boat Crew ; Food for work; Coordination Workshop</p>		ARQMO	days	1700	Food for work	Unit	1000	Capital	days	410	Field	days	440	Coordination Workshop	Unit	72
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Annex IV (cont.): Logical Framework

<p>Related to the Result 2.1.</p> <ul style="list-style-type: none"> Define and implement a programme to revitalise Brazil-nuts groves and improve Brazil nuts production in all Quilombolas' areas as formulated by the local population; Study national and international market for Brazil-nuts and its by-products Gather information on Brazil-nuts processing and preserving technologies Organise the work on a collective basis and negotiate and sign collective sale and purchase agreements; Introduce Brazil-nuts processing techniques; Monitor the product processing; Implement an interim food and other basic supply mechanism to Quilombolas to constrain middlemen action. Develop and implement a warehouse managing system; Plan and implement a radio-communication system; Define and implement a transportation system for the Brazil-nuts trade; 	<p>SERVICES AND EQUIPMENT</p> <p>Standard equipment Computer(s), software (2 Units) Printer(s) (1); Telephone (1); Office material; Operation & Maintenance; Miscellaneous</p> <p>Specific equipment Boat w/15HP engine (3 units) b. Topographic equipment c. Satellite Photos (5 Unit) Sitim/GIS ; Engine YAMAHA 15 HP (1) ; Boats (brazil-nuts transportation) (1) ;Material for brazil-nut storage; Radio communication System; Solar Energy Panels</p> <p>Intrants (10 Donkeys) Travel transport and Local transport Training and Community Participation</p>																											
<p>Related to Result 2.2:</p> <ul style="list-style-type: none"> Execute environmental, land-use zoning and a multiple-resource inventory by using participatory methods and tools for the Trombetas and Erepecuru areas; Discuss its results with the communities; Implement participatory forest inventory in the Trombetas and Erepecuru areas; Conduct national and international market studies to verify products potential and identify trade partners Define sustainable forest management plan for the Trombetas and Erepecuru areas Discuss sustainable forest management plan with Trombetas and Erepecuru areas Quilombolas communities Establish contacts with governmental institutions for funds rising; 	<p>Outside experts (short term)</p> <table border="0"> <tr> <td>Legal Adviser</td> <td>months/person</td> <td>3</td> </tr> <tr> <td>Marketing specialist</td> <td>months/person</td> <td>10</td> </tr> <tr> <td>Farming system specialist</td> <td>months/person</td> <td>3</td> </tr> <tr> <td>Communication specialist</td> <td>months/person</td> <td>2</td> </tr> <tr> <td>Experts for Land Just. Study</td> <td>months/person</td> <td>3</td> </tr> <tr> <td>Experts for Land Use Zoning</td> <td>months/person</td> <td>2</td> </tr> <tr> <td>Experts for Diagnostic of Brazil nuts groves</td> <td>months/person</td> <td>13.5</td> </tr> <tr> <td>Experts for Land Management and Monitoring</td> <td>months/person</td> <td>8</td> </tr> <tr> <td>Auditing</td> <td></td> <td></td> </tr> </table>	Legal Adviser	months/person	3	Marketing specialist	months/person	10	Farming system specialist	months/person	3	Communication specialist	months/person	2	Experts for Land Just. Study	months/person	3	Experts for Land Use Zoning	months/person	2	Experts for Diagnostic of Brazil nuts groves	months/person	13.5	Experts for Land Management and Monitoring	months/person	8	Auditing		
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<p>Related to Result 2.3:</p> <ul style="list-style-type: none"> Execute a farming system diagnostic within the Quilomba communities using participatory methodology; Define technical training programme to Quilombola dwellers on intensified-sustained agricultural practices; Discuss the programme with communities; Implement training programme to Quilombola dwellers on sustained intensified agricultural practices; Set up and monitoring of nurseries in Trombetas and Erepecuru areas for seedlings production aiming at the introduction of fruit-species (homestead plantation); 	<p>Co-financing ICCO ARQMO Project office rent (36 months) ; Boats (brazil-nuts transportation) 2 Units; Material for Brazil-nuts storage; Local Transport Boat Crew training and in Forestry Inventory and Community participation Activities.</p>																											
<p>Related to Result 3.1:</p> <ul style="list-style-type: none"> Prepare and perform bookkeeping training course for ARQMO representatives; Provide computer training course for ARQMO co-ordinators in Santarem; Define and establish governing and administrative bodies; Plan and implement a ICCO/CPI-SP/ARQMO joint work programme; Define, discuss and implement community monitoring and evaluation mechanisms on project implementation. 	<p>OED Training and Community Participation; Publications and Documents; Outside experts (Marketing specialist & Expert in Land Management).</p>																											