

Request for Proposals (RFP)

Date: December 20, 2018

RFP No. 001

Section I. Introduction, Scope of Work, Requirement, and Deliverables

I.1. Introduction

Conservation International (CI), invites proposals from suitably qualified organizations/firms for assignments outlined below [Section I.2.1 through I.2.3]. The award will be in the form of service agreement (hereinafter referred to as "the contract"). The award of the contract is subject to Prime Donor funding. The successful offeror shall be required to adhere to the statement of work and the contract annexed to this RFP will be subject to additional Primer Donor's Terms and General Conditions. This RFP does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation and submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI.

Project Background: Mangrove ecosystems provide essential and low-cost natural infrastructure for building the resilience and adaptive capacity of coastal communities to the threats of coastal hazards. As a result, the deterioration and fragmentation of these natural barriers renders coastal communities and coastal economic sectors more vulnerable to climate change related impacts. In combination with this loss of critical coastal ecosystems, the Ecuadorian government's limited capacity to implement climate adaptation planning and responses to climate change further weakens the resilience of local communities and key economic sectors like aquaculture, ports and areas in municipalities like Guayaquil, Machala, Naranjal and Esmeraldas.

Conservation International, in collaboration with the Government of Ecuador, is developing a Green Climate Fund (GCF) funding proposal to build resilience and adaptive capacity coordinated across the coastal sectors most vulnerable to climate change particularly including coastal communities and the fisheries /shrimp sectors.

The project will bring together a range of stakeholders and commercial activities that benefit from mangroves ecosystem services, including ports, shrimping farms and the tourism industry and builds on key initiatives that include mangroves reforestation efforts, mangrove co-management, green/grey infrastructure and innovative finance initiatives such as Socio Manglar.

The project framework includes five project outcomes that will be detailed during the Project Preparation Phase:

1. Improved resilience of mangrove ecosystems and adjacent to protect coastal communities and its economic sectors against CC impacts.
2. Increased resilience of infrastructure and the built environment to climate change threats through PPP's and climate smart business development in coastal zones.
3. Increased resilience and enhanced livelihoods of coastal communities to the socio-economic impacts of climate change.

4. Strengthened government institutional and regulatory systems for climate-responsive development planning.
5. Sustainable financing mechanisms developed to support the sustainable use and long-term management of mangroves to ensure climate change resilience and mitigation.

CI established its program in Ecuador in 2001; since then it has collaborated with a wide range of key partners dedicated to the conservation and sustainable use of biodiversity in priority areas that are identified by their environmental and cultural values, and for their ability to generate fundamental environmental services that support sustainable development in the country. Conservation International has supported in a significant way the implementation of both the National Biodiversity Strategy for Ecuador and the National Plan for Well-Being through the creation of new terrestrial and marine protected areas with distinct governance models and the consolidation and effective management of various protected areas within the National System of Protected Areas. The organization has also promoted environmental management at the landscape scale with the design and implementation of "conservation corridors" that link biodiversity conservation and socioeconomic development.

The creation of the Forest Conservation Partnership Program (Socio Bosque) in September 2008 is an important example of CI's close collaboration with the country's environmental authorities to reduce deforestation and simultaneously contribute to biodiversity conservation and the fight against poverty in Ecuador through direct economic incentives. In December 2012, the Socio Manglar chapter was created to enhance the conservation of mangrove areas with local communities.

I.2. The Scope of Work, Requirement, and Deliverable

I.2.1 Development of the baseline study on quantified carbon emissions, vulnerability and projected referenced climate change impacts

Country: Ecuador

Area inside the Country: Mangrove and adjacent forests

Estimated completion timeline: 4 Months

Objectives of the consultancy: The consultant(s) will be responsible to conduct a baseline study to support detailed design of the project. The baseline study should include an extensive assessment of mangrove ecosystem extent, historical maps and rates of deforestation and degradation, carbon stocks and carbon emissions, and vulnerability assessments to the projected referenced climate change threats. The baseline study will need to be concise and be based on the best available information.

Duties and Responsibilities:

- Review the data available and collect new data (e.g. satellite imagery) that illustrate the most accurate, high-resolution extent and strata distribution of mangroves and adjacent forests.
- Develop a national assessment of historical extent and change of mangrove ecosystems and adjacent forests to illustrate deforestation trends and rates of change for the baseline scenario. Assess the drivers of mangrove change.
- Perform a complete, quantitative and spatially explicit review of ecosystem services currently provided by mangrove ecosystems in the Ecuador coastal region (e.g. fisheries,

timber, coastal protection, etc.) based on a literature review and data collected by CI-Ecuador. The review includes maps and provides numbers on the beneficiaries of the identified ecosystem services.

- Quantify the carbon stock in mangrove ecosystems (blue carbon). Assessment should also include quantifying the current (if any) CO₂ emissions by intact mangrove ecosystems, degraded ecosystems, existing shrimp ponds, abandoned shrimp ponds, the emissions projected by continued loss of ecosystems, and the potential emission reductions of the mitigation and adaptation activities of the project.
- Analyze and present the available and collected data to establish the mitigation and adaptation baseline (e.g. ecological status of ecosystems, socio-economic conditions, detailed carbon stock and fluxes study).
- Develop an adaptation plan of the coastal areas of Ecuador, particularly including mangrove regions, that includes:
 - changes in biophysical and oceanographic conditions (e.g. sea level rise, shifts in dominant current systems, changes in storm related conditions) and impacts associated with those shifts such as increases in erosion and sedimentation events due to increasing intensity and/or frequency of storm events.
 - assessment of the climate change impacts on local communities, economic sectors and infrastructure, specifically including changes in the mangrove-related ecosystem services. While a broad coastal assessment is needed, detailed analysis is needed in Guayaquil, Machala, Naranjal and Esmeraldas municipalities. The vulnerability assessment for communities will include a focus on impacts, risks and access to/control over resources by women and men (including considerations of intersecting categories of identity such as age, social status, ethnicity, marital status, etc.) given the project's context. It will incorporate the socio-ecological science to study the stress factors and increased vulnerability of local communities, shrimp farms and other economic sector in the context of anthropogenic threats.
 - assessment of the existing and projected anthropogenic threats in mangrove ecosystems. For example, illegal expansion of shrimp ponds, illegal filling of mangrove ecosystems, poor coastal planning of coastal development, and population growth in coastal communities.
- Identify and assess of the vulnerability of upstream watersheds that directly affect mangroves, including their biophysical, ecological, and socioeconomic factors that can potentially affect downstream mangrove ecosystems and economic sectors through changes in water quality, flow and other properties.
- Analyze and evaluate potential adaptive measures to address vulnerabilities identified in the above-mentioned studies.
- Identify potential areas for mangrove restoration for coastal zone protection and assess their suitability to combine both, mitigation and adaptation strategies.
- Identify and assess existing and newly developed national policies and regulations in response to potential climate change impacts, enforcement capacities and responsiveness capacity of key government institutions.
- Meet regularly with the CI team to review approaches, tools and focus of the work. In coordination with the CI team, have meetings with relevant stakeholders.
- Collect data in-country.
- Produce a baseline report.

Deliverables:

1. **Mangrove ecosystem baseline** assessment including mangrove health assessment, carbon stocks, and fluxes of intact, degraded, and transformed mangrove ecosystems. Including historical and current cartographic information (GIS) on mangrove ecosystems, soils, forests coverture, critical mangrove areas for reforestation and coastal protection.
2. Climate Change **adaptation plan for mangrove ecosystems** under anthropogenic and climate change threats, its ecosystem services (e.g. fisheries) and forests.
3. Climate Change gender sensitive **adaptation plan of coastal communities** including economic sectors and infrastructure
4. **Vulnerability assessment of existing policies and institutions** responsible for addressing climate change impacts and response including an analysis of measures for improvement.
5. **Adaptation plan of key adjacent watersheds** that are directly linked to mangrove ecosystems of interest.

Minimum Required Qualifications: The Scope will preferably be carried out by a team of professionals. Below a list of required expertise to successfully complete the assignment. The identified roles below are an indication for the required expertise and can be re-arranged depending on the team composition.

Lead consultant:

- Postgraduate or other advanced degree (at least M.Sc. or equivalent) in biology, ecology or related science;
- At least 10 years of professional experience in mangrove conservation, blue carbon, environmental and social assessments, vulnerability and information gap analysis;
- Demonstrated experience in working with government entities on climate change response and planning;
- Extensive conceptual and practical knowledge of climate change strategies in marine ecosystems, artisanal fisheries and local communities;
- Experience of working and collaborating with stakeholders including governments; companies and local communities;
- Demonstrated ability of analytical and report drafting work;
- Excellent written and verbal communication skills in English and Spanish.

Blue carbon specialist

- A post-graduate university degree Coastal Environmental Management or related field;
- At least 10 years of experience in coastal ecosystem services and carbon topics;
- Working experience with the project national stakeholder institutions and agencies is desired;
- Strong drafting, presentation and reporting skills;
- Strong computer skills;
- Excellent written communication skills in English and Spanish.

Spatial analyst specialist

- A post-graduate university degree in environmental sciences or related, with knowledge and experience in territorial analysis, cartographic modelling and site prioritization through the application of GIS tools;

- Have previous experience in mapping ecosystem services and understand the ecological dynamics associated with the mangrove ecosystem;
- Working experience with the project national stakeholder institutions and agencies is desired;
- Strong drafting, presentation and reporting skills;
- Strong computer skills;
- Excellent written communication skills in English and Spanish.

Social specialist

- A post-graduate university degree in social or economic sciences or related field;
- At least 10 years of experience in socio-economic vulnerability assessments with a track record in stakeholder engagements;
- Strong drafting, presentation and reporting skills;
- Strong computer skills;
- Excellent written communication skills in English and Spanish.

I.2.2 Innovative finance mechanisms for mangrove conservation and feasibility studies

Country: Ecuador

Area inside the Country: Mangrove and adjacent forests

Estimated completion timeline: 6 Months

Objectives of the Consultancy: Under the leadership of CI-Ecuador, the consultant(s) will be responsible for the design and development of several financial instruments that support the long-term conservation and sustainable use of mangroves to ensure increased resilience of mangrove ecosystems and coastal communities to climate change impacts. These financial mechanisms may build on existing financial mechanisms such as Socio Manglar and conservation agreements but will also include new initiatives. It is envisaged that the Project will successfully implement various financial mechanisms that will support the long-term sustainability of the Project's investments.

More detailed objectives of the consultancy are:

- An assessment of existing funding mechanisms in Ecuador and/or similar mechanisms related to the sustainable use and conservation of mangroves;
- An assessment of funding needs for the Project's key geographies and sectors, identifying funding needs, objectives of those funds, potential type of finance and terms;
- Scoping and feasibility of identified funding opportunities and mechanisms;
- Support to securing 3-5 (or more) Letters of Intent from government, non-government and private sector partners to further develop proposed mechanisms during the duration of the project.

Duties and Responsibilities:

- Review and compile secondary information on financial instruments that have been applied in Ecuador, or elsewhere related to the sustainable use and conservation of mangroves or comparable issues. The review will include existing instruments provided by the public sector, private sector including blended finance options looking in particular at the Socio Manglar instrument, Public Private Partnerships, Trust Funds, Biodiversity Offsets and Compensation, Impact Investment Funds, Conservation Agreements, Carbon Footprint Compensation Agreements, Innovative Insurance mechanisms etc. This will

- include assessing the legal, fiscal and institutional framework to identify legislative opportunities such as the newly adopted PPP legislation or fiscal opportunities;
- Provide a gender sensitive funding needs assessment for the Project's key geographies based on the outcome of the baseline study and in coordination with the consultancy that is responsible for the writing of the funding proposal. The funding needs assessment will present a quantitative estimate of funding needs by government, non-government partners and/or communities and the private sector to support the long-term sustainable use and conservation of mangrove areas that play a crucial role in increasing the climate resilience of coastal communities and economic sectors. Identify the objectives of the different funding needs, type of finance needed and timeframe;
 - Based on this assessment, propose a set of financial mechanisms for further analysis, and carry out a scoping of potential opportunities to assess risks, terms, gender impacts and interest by potential partners. Potential partners may include government entities, the shrimp and fisheries sector, port authorities, tourism sector, insurance sector, cooperatives and other entities with a potential interest in mangrove conservation;
 - Compile results of scoping and feasibility studies and present a summary of potential interest by partners, funding opportunities, mechanisms. Assess identified options based on adaptation and mitigation impact potential, financial sustainability and other criteria to be defined during the project preparation phase;
 - Under the Leadership of the CI Ecuador team, agree with key potential partners on a Letter of Intent for each potential mechanism. The Letter of Intent presents a commitment from the parties involved to elaborate the details on the implementation of the potential mechanism. The full design and implementation of the financial instruments are outputs under the Project, not the consultancy;
 - Support CI Ecuador in developing the overall financial structure for long term sustainable use and conservation of mangroves based on the range of identified potential instruments that seem highly likely to come to fruition during Project implementation;
 - Meet regularly with CI team to coordinate, review approaches and evaluate progress;
 - Meet with relevant stakeholders;
 - Preparation of the report.

Deliverables:

1. An assessment of existing funding mechanisms in Ecuador and/or similar mechanisms related to the sustainable use and conservation of mangroves, including an overview of opportunities provided by the legislative framework; (This deliverable has been developed and should not be costed out in the consultant's proposal).
2. A funding needs assessment for the Project's key geographies, quantifying funding needs, objectives of those funds, type of finance and terms;
3. A summary of the scoping and feasibility of identified funding opportunities and mechanisms, including an assessment of impact potential and alignment with project objectives; (The scoping has been developed, but the consultants will need to develop the feasibility considering the alignment needs of the financial mechanism to the project)
4. 3-5 (or more) Letters of Intent from government, non-government and private sector partners to further develop proposed mechanisms during the implementation of the Project.

Minimum Required Qualifications: The scope of work may be carried out by a team of professionals. Below a list of required expertise to successfully complete the assignment. The

identified roles below are an indication for the required expertise and can be re-arranged depending on the team composition.

- Master's degree or its equivalent in Finance or closely related disciplines;
- Have a minimum of seven (7) years relevant professional experience in the area of Public-Private Partnership development, and/or investment banking, impact investing, blended finance and working with an international bilateral/multilateral institution;
- Proven knowledge of Latin America and Ecuador, in particular in terms of climate change adaptation needs, mitigation potential, sustainable development needs, development opportunities and challenges especially related to coastal resources, fisheries and mangroves;
- Sound experience with grant finance as well as debt and/or equity investments in developing markets, venture investing and developing countries including a satisfactory knowledge of their operational policies and procedures;
- Proven track record in matters relating to negotiating and structuring debt and equity transactions, PPP negotiations, Trust Fund set up, compensation schemes, technical review of reports and consultation with other financiers, among others;
- Comprehensively understands financial structuring of projects;
- Highly developed negotiation skills proven to yield positive outcomes with senior counterparts, both internal and external;
- Networking ability required to build successful relationships and partnerships with a broad range of clients, internal and external, for effective delivery of results. Prudence and skill in identification of such relationships and partners based on meeting the needs and long-term interests of clients within and outside the institution;
- Communicate and write effectively in English and Spanish;
- Competence in the use of standard Microsoft Office applications (Word, Excel, Access, PowerPoint).

I.2.3 Development of the GCF Funding full proposal for the project: Building resilient coastal communities and mitigating carbon emissions through public-private partnerships in mangrove and wetland restoration

Country: Ecuador

Area inside the Country: Mangrove and adjacent forests

Estimated completion timeline: 9 Months inclusive of feedback

Objectives of the Consultancy: The ToRs will preferably be carried out by a team of professionals to successfully complete the different deliverables. The objectives, responsibilities, outputs and required qualifications have been organized by expertise but can be re-arranged depending on the team composition proposed by the consultant(s).

A. Funding Proposal Development:

Objectives of the consultancy: Based on a theory of change, the consultant will:

- Organize and harmonize the paradigm shift objectives-impacts-outcomes of components into a concise summary, providing expertise in climate change mitigation and adaptation;

- Support the CI-Ecuador team in carrying out a comprehensive stakeholder consultation process related to the logical framework of the project;
- Coordinate with the other consultancies assigned to the project e.g. on baselines, vulnerability and adaptation studies, financial mechanisms and PPP's to ensure data gathering is aligned with GCF standards and directly serving the Project's purpose;
- Under the leadership of CI-Ecuador and in close collaboration with the relevant government entities, develop the full funding proposal and the relevant annexes based on analytical work, studies developed during the project preparation, national strategies and stakeholder consultations that is accessible to a broad readership consistent with GCF requirements.

Duties and Responsibilities

- Support CI-Ecuador in structuring the theory of change, logical framework and paradigm shift potential of the program by defining the degree to which the proposed activities can catalyze impact beyond a one-off program investment, including long term financial sustainability;
- Support CI-Ecuador in the implementation of a comprehensive stakeholder engagement process;
- Develop the logical framework, including objectives, outcomes, activities, indicators and targets as per the GCF template. The logical framework will include gender sensitive activities and related indicators and targets;
- Ensure full incorporation of outcomes of the gender related studies into the design of the Project and its funding proposal including sex-disaggregated targets and gender sensitive indicators;
- Oversee technical editing to ensure the use of high-quality referenced data to justify mitigation and adaptation needs and quantify and qualify impacts of intended adaptation and mitigation actions;
- Design the project implementation plan;
- Coordinate with CI for technical, financial and operational project inputs which will contribute to the funding proposal;
- Organize frequent meetings with CI staff and key stakeholders to ensure a timely and effective implementation of the project preparation plan;
- Develop a series of draft versions of the GCF funding proposal; collect regular feedback from the stakeholders and develop the complete draft of the GCF Funding Proposal and corresponding annexes;
- Support CI in addressing GCF feedback including potentially the re-writing / update of specific sections of the Funding proposal for re-submission to the GCF.

Deliverables

1. A stakeholder consultations report summarizing the stakeholder engagement process, the result of the consultations, and an engagement plan for the life of the project (to be included in the ESMP);
2. A project logical framework including the relevant detail as per the GCF format specified in the funding proposal template available on the GCF website;
3. Final funding proposal in the GCF template for submission to the GCF Secretariat including the relevant set of annexes. Several draft and iterations of the funding

proposals will have to be shared with CI to successfully generate the final version of the document.

Minimum Required Qualifications

- Postgraduate or other advanced degree (at least M.Sc. or equivalent) in biology, ecology or related science;
- At least 15 years of professional experience in mangrove conservation, blue carbon or vulnerability analysis;
- Demonstrated experience in developing projects related to GCF or other similar funds;
- Experience of working and collaborating with stakeholders including governments; companies and local communities;
- Demonstrated ability of analytical and report drafting work;
- Excellent written and verbal communication skills in Spanish and English.

B. Gender analysis and gender action plan

Objectives of the consultancy

- Coordinate the inputs on gender issues and ensure that gender considerations are fully mainstreamed into all relevant components of the Funding Proposal;
- Develop a participatory Gender Analysis and Gender Action Plan for the project.

Roles and responsibilities

- Carry out a participatory gender analysis to fully consider the different needs, roles, benefits, impacts, risks and access to/control over resources of women and men given the project's context, and appropriate measures taken to address these and promote gender equality, as well as identify opportunities for equal participation of men and women in the project. Coordinate with the consultancy for baseline and vulnerability assessments on the collection of gender responsive baseline data relevant to project planning and monitoring; identify the share of female and male direct beneficiaries. The participatory gender analysis may consist of a mix of desk review and stakeholder consultation analysis and will be summarized in a gender assessment;
- Assist in organizing and carrying out gender responsive stakeholder consultation sessions to solicit inputs and ensure both male and female stakeholder involvement and buy-in to the project, as well as identifying any differential needs of women and men in the area/sector(s) of intervention of the project;
- Guide the project development team in using participatory techniques that involve both women and men in assessments and discussions;
- Develop a Gender Action Plan for the project that translates entry points presented by the project to address the needs of women and men into gender-responsive actions and outputs to facilitate implementation of activities that promote gender equality and women's empowerment. Include performance indicators that have sex-disaggregated targets, timelines, and responsibilities as well as specific targets to have vulnerable groups such as female-headed households as beneficiaries of the project;
- Ensure full incorporation of outcomes of the gender related studies into the design of the Project, its logical framework and the funding proposal including sex-disaggregated targets and gender sensitive indicators.

Deliverables

1. Gender Assessment and Gender Action Plan aligned with the requirement of the GCF detailed in the GCF Gender Toolkit

Minimum Qualifications:

- Postgraduate or other advanced university degree (at least M. Sc. or equivalent) in sociology or gender related science;
- At least 10 years of professional experience in gender analysis (indicators, base lines) and gender strategies;
- Demonstrated experience in working with local communities and vulnerable groups;
- Demonstrated ability of analytical and report drafting work;
- Excellent written and verbal communication skills in Spanish and English.

C. Environmental and Social studies

Objectives of the consultancy

- Develop an Environmental and Social Management Plan, based on the categorization of the underlying activities.

Duties and Responsibilities

- Refine the environmental and social safeguards screening of the project and update the assessment of the possible environmental and social risks and impacts, identifying mitigation strategies to anticipate, minimize and compensate;
- Develop the relevant Environmental and Social Management Plan based on the result of the ESS screening and following CI Environmental and Social Safeguards Framework applicable for the project.

Deliverables

1. A revised Project Safeguard analysis for the GCF project (the original screening analysis will be provided by CI);
2. Relevant environmental and social safeguard plans based on the results of the screening, including a project-level grievance redress mechanism (compiled in the ESMP).

Minimum Qualifications:

- Postgraduate or another advanced degree (at least M.Sc. or equivalent) in biology, ecology or social related sciences;
- At least 10 years of professional experience in environmental and safeguards management in climate change projects;
- Demonstrated experience in working with local communities and vulnerable groups;
- Demonstrated ability of analytical and report drafting work;

- Excellent written and verbal communication skills in Spanish and English.

Section II. Requirement and Instruction for Proposal Submission

II.1. Instruction and Proposal Submission

Offers & Questions shall be submitted electronically to the following email address, seleccion@conservation.org by the closing date in II.4. Offerors are responsible to ensure their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

II.2. Technical Proposal

Proposals must be submitted in one volume and in English Language. The following should be included in the technical proposal:

- a. Technical approach, Methodology, and a detailed work plan with key deliverables that meet the timeline identified above. The work plan should include deliverables and expected time commitments to meet them.
- b. Management, Key Personnel, and Staffing Plan. This section should include CV(s) for key personnel that will be assigned to the implementation of the proposed methodology, clearly defining the roles and responsibilities.
- c. Corporate Capabilities, Experience, and Past Performance with similar assignment

II.3. Financial Proposal

A detailed budget in USD with a brief narrative. It should show hourly costs, the total cost for each assignment, and level of effort.

II.4. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines. The dates may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

RFP published	12/28/19
Deadline for written questions	01/16/19
Proposal due date	02/04/19

II.5. Evaluation and Basis for award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capability, and is determined to represent the most advantageous to CI-Ecuador. CI-Ecuador reserves the right to accept or reject any/or all proposals.

- Relevant Technical Expertise, Past performance, and experience with similar assignment [35 PTS]
- Approach, Timeline and Detailed work plan [35 PTS]
- Budget [30 PTS]

II.6. Terms of the contract

This is a request for proposal only and in no way, obligates CI-Ecuador to award a contract. In the event of contract negotiation with a successful offeror, CI-Ecuador will use a service agreement. The agreement template is attached as an Annex I for reference. Additional Prime Donor Terms and General Conditions will be added to the contract once funding is awarded.

II.7. CI's Code of Ethics

ETHICS STANDARDS

Conservation International's reputation derives from our commitment to our core values: Integrity, Respect, Courage, Optimism, and Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

Integrity:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where Services are carried out.
- Provide true representation of all Services performed.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:

- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors from sub-contractors, suppliers or other 3rd parties that would negatively impact the provision of Services to CI.

Accountability:

- Disclose to CI, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom with the goal of a successful outcome per the terms of this Agreement.

Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and other 3rd parties.

Mutual Respect and Collaboration:

Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.

Annex I- Contract Example: Additional Prime Donor Terms and General Conditions will be added to the contract once funding is awarded.

**SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND
[ENTER SERVICE PROVIDER NAME]**

Service Agreement Number: [ENTER AGRESSO CMF NUMBER]

Project Title: Transformative public and private partnerships for climate change adaptation and mitigation through the protection of mangroves and wetlands along Ecuador’s coast.

This Services Agreement (the 'Agreement') is made and entered into as of **[insert date]** (the 'Effective Date') by and between Conservation International Foundation ('CI'), a nonprofit public benefit corporation organized under the laws of the State of California and **[NAME]**, a **[type legal entity e.g. sole proprietor, partnership, corporation etc.]** ('Service Provider').

1. Services; Project Description. CI hereby engages Service Provider as an independent contractor, on a non-exclusive basis, to perform the activities and provide the deliverables set forth below (the 'Services'), as may be modified from time to time:

#	Activity	Due date	Deliverable
1			
2			
3			
4			
5			
6			
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10			
11			
12			

During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from **[CI REPRESENTATIVE’S NAME AND TITLE]** or his/her designee, as authorized in writing.

2. Period of Performance. The Performance Start Date is [DATE]. The Performance End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 5. Any extension of the Period of Performance requires a written amendment of this Agreement signed by authorized representatives of both Parties.

3. Compensation.

a. Fee for Services. In consideration of Service Provider's performance of the Services during the Period of Performance, CI shall pay Service Provider an amount

[fixed price contract] equal to US\$[click and type amount].

b. Expenses. The Fee for Services set forth above is inclusive of all expenses.

c. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.

d. Payment Terms.

Payment shall be made in accordance with the following payment milestones:

- (1) 20% upon completion and CI's acceptance of deliverable No. 1,
- (2) 30% upon completion and CI's acceptance deliverable No. 2, 3, 4, 5 and 6
- (3) 25% upon completion and CI's acceptance deliverable No 7,8,9,10,11
- (4) 25% upon completion and CI's acceptance of final deliverable.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt of Consultant's invoice.

e. Service Provider shall provide an IRS W-9 form for US entities, or an IRS W-8 form for non-US entities.

4. Acceptance of Deliverables; Time is of the Essence.

a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the following acceptance criteria, which may be revised and supplemented from time to time during the Period of Performance of this Agreement to accommodate for successful performance of the Services.

- Products delivered on time according to the established schedule
- Includes updated information according to the existence literature published for Ecuador and the region
- Comply with the technical standards established by CI

- b. Acceptance. In the event that a Deliverable meets CI's acceptance criteria, CI shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions and deliver the revised Deliverable to CI for review within 15 business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet acceptance criteria may not be charged to CI, unless authorized in writing by CI.
 - c. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.
- 5. Termination. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (incl. all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider's failure to perform any of the Services to CI's satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI's satisfaction.
- 6. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Service Provider's employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.
- 7. Relationship of CI and Service Provider.
 - a. Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.

8. Government Officials and Employees. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official.
9. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.
10. Intellectual Property

CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED

CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, "Works"), shall belong solely and exclusively to CI. All Works shall be deemed "works made for hire" within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a "work made for hire," all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI's request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

CI will have the sole right to copyright the Works, except that Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

OR

[CI OWNERSHIP – LICENSE TO SERVICE PROVIDER TO USE] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. CI hereby grants to Service Provider a nonexclusive, revocable, royalty-free license to reproduce, translate, publish and use, and to authorize others to so do, all copyrightable Works first produced or prepared under this Agreement by Service Provider; provided, however, that Service Provider understands and agrees that this license does not include the right to first publication of any Works, which right shall belong solely to CI.

CI will have the sole right to copyright such Works, except that Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

11. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement.
12. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
13. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
14. Compliance With Law; CI Code of Ethics. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the

activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's

19. **NON-ASSIGNMENT. THIS AGREEMENT SHALL NOT BE TRANSFERRED OR ASSIGNED BY SERVICE PROVIDER WITHOUT PRIOR WRITTEN CONSENT OF CI.**
Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
15. Service Provider's Anti-Terrorism Representation And Warranty. Service Provider is hereby notified 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. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.
16. Counterparts And Facsimile Signatures.
 - a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
 - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.
17. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
18. No Third-Party Beneficiaries. Except as expressly set forth herein, neither party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Service Provider and CI.
20. Waiver. Either party may specifically waive any rights under this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the rights waived. No waiver shall constitute a continuing waiver of similar or other rights.
21. Entire Agreement; Amendments. This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not

be amended, supplemented, or modified in any respect except by written agreement signed by both parties.

22. Notices. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

If to Service Provider:

[Click and type Contractor name]

[Click and type Contractor Address]

Phone:

[Click and type Contractor phone]

Fax: [Click and type Contractor fax]

If to CI:

Attn:

[Click and type contact person]

Conservation International
Foundation

2011 Crystal Drive, Suite 500

Arlington, VA 22202

Phone: 703-341.2400

Fax: [click and type your fax number]"

The authorized representatives of the parties hereto have caused this Agreement to be executed as of the date first written above.

[CLICK AND TYPE CONTRACTOR NAME]

Conservation International Foundation

[Click here and type Title]

[Name of CI representative]

[Title]

[SVPs/+ or their authorized designees only]

APPENDIX 1 DELIVERY SCHEDULE

APPENDIX 2 ETHICS STANDARDS

Conservation International's reputation derives from our commitment to our core values: Integrity, Respect, Courage, Optimism, and Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

Integrity:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where Services are carried out.
- Provide true representation of all Services performed.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:

- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors from sub-contractors, suppliers or other 3rd parties that would negatively impact the provision of Services to CI.

Accountability:

- Disclose to CI, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom with the goal of a successful outcome per the terms of this Agreement.

Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and other 3rd parties.

Mutual Respect and Collaboration:

Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.

I hereby acknowledge receipt of CI's Code of Ethics and certify agreement and compliance therewith.

FOR SERVICE PROVIDER:

By: _____

Title: _____