

## Request for Proposals (RFP) Template

Date: February 1st, 2020

### Request for Proposals: 004 | Review of CI-GEF/GCF Environmental and Social Safeguards

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for the Review of CI-GEF/GCF Environmental and Social Safeguards. The attached RFP contains all the necessary information for interested Offerors.

CI was accredited as a GEF Project Agency in 2013 and a GCF Accredited Entity in 2015. As part of the accreditation process, CI is required to have policies and procedures in place to ensure that GEF and GCF funded projects comply with the GEF Minimum Standards on Environmental and Social Safeguards (ESS) (Council approved November 2011), the Policy on Stakeholder Engagement (Council approved November 2017) and Policy on Gender Equality (Council approved November 2017), and the GCF ESS policy, and Indigenous Peoples Policy and Gender Policy. The CI-GEF/GCF Agency has developed and been implementing an Environmental and Social Management Framework to comply with the GEF and GCF requirements and has been updating the ESS periodically.

In November 2018, the GEF Council approved a revised Policy on Environmental and Social Safeguards and the policy was subsequently updated in June 2019<sup>1</sup>. The updated Policy on Environmental and Social Safeguards sets out the following nine Minimum Standards for Agency policies, procedures, systems and capabilities related to identifying and addressing Environmental and Social Risks and Impacts in projects and programs:

1. Environmental and Social Assessment, Management and Monitoring;
2. Accountability, Grievance and Conflict Resolution;
3. Biodiversity Conservation and the Sustainable Management of Living Natural Resources;
4. Restrictions on Land Use and Involuntary Resettlement;
5. Indigenous Peoples;
6. Cultural Heritage;
7. Resource Efficiency and Pollution Prevention;
8. Labor and Working Conditions; and
9. Community Health, Safety and Security

In March 2019, the GEF Secretariat facilitated a process to ensure that all agencies are in compliance with the 2019 Policy on Environmental and Social Safeguards. CI completed and submitted the self-assessment to the GEF in April 2019, and through this process identified areas where CI would need to strengthen institutional policies to ensure compliance with the updated safeguards. In October 2019, an independent consultant hired by the GEF Secretariat, provided a report on CI’s self-assessment that identified gaps that CI needs to address to achieve compliance. CI has since prepared a draft of its revised policies to address the gaps identified by the GEF’s assessment.

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<sup>1</sup> Policy on Environmental and Social Safeguards (Updated June 13,2019),  
[https://www.thegef.org/sites/default/files/documents/gef\\_environmental\\_social\\_safeguards\\_policy.pdf](https://www.thegef.org/sites/default/files/documents/gef_environmental_social_safeguards_policy.pdf)

The GCF has an overarching Environmental and Social Policy that articulates how GCF funded projects are to effectively manage environmental and social risks and impacts and improve outcomes. The CI-GCF Agency has established an environmental and social management system pursuant to the ESS standards and this policy, which provides for a systematic, consistent and transparent management of risks and impacts of GCF-financed activities. Where gaps or weaknesses exist, the CI-GCF Agency is required to address these so that an effective environmental and social management system is in place before GCF financed activities are implemented.

Offerors, should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention to [cigef@conservation.org](mailto:cigef@conservation.org) by January 31, 2020. Interested Offerors can submit their questions to [cigef@conservation.org](mailto:cigef@conservation.org)

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics.

Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, 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.

Offerors are required to sign a representation of Transparency, Integrity, Environmental and Social Responsibility.

Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).

## Request for Proposals

RFP # 004

For the provision of

Reviewing the CI-GEF/GCF Environmental and Social Safeguards

Contracting Entity:

CI-GEF/GCF Agency

Funded under:

CI-GEF/GCF Agency

**Table of Contents:**

|                   |   |
|-------------------|---|
| <b>Section 1.</b> | <b>Instructions and General Guidance</b>                      |
| <b>1.1</b>        | Introduction  |
| <b>1.2</b>        | Offer deadline  |
| <b>1.3</b>        | Instruction for offerors                                      |
| <b>1.4</b>        | Chronological List of Events                                  |
| <b>1.5</b>        | Evaluation and basis for Selection                            |
| <br>              |   |
| <b>Section 2.</b> | <b>Scope of Work, Deliverables, and Deliverables Schedule</b> |
| <b>2.1</b>        | Scope of Work   |
| <b>2.2</b>        | Deliverables and Deliverables Schedule                        |
| <b>2.3</b>        | CI's Service Agreement Template                               |

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**Section 1. Instructions and General Guidance**

**1.1 Introduction**

CI, the Buyer, is soliciting offers from Offerors, to submit proposals to carry out the review of CI-GEF/GCF Environmental and Social Safeguards.

**OBJECTIVES:**

The GCF has an overarching Environmental and Social Policy that articulates how GCF funded projects are to effectively manage environmental and social risks and impacts and improve outcomes. The CI-GCF Agency has established an environmental and social management system pursuant to the ESS standards and this policy, which provides for a systematic, consistent and transparent management of risks and impacts of GCF-financed activities. Where gaps or weaknesses exist, the CI-GCF Agency is required to address these so that an effective environmental and social management system is in place before GCF financed activities are implemented.

**1.2 Offer Deadline**

Offerors shall submit their offers electronically at the following email address, [cigef@conservation.org](mailto:cigef@conservation.org)

Offers must be received no later than Monday February 24<sup>th</sup>, 2020 by 9:00 AM EST. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

**1.3 Instruction for Offerors**

All proposals must be submitted in one volumes, consisting of:

- Technical proposal
- Cost proposal

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.

## 1. Technical Proposal

The technical proposal shall comprise the following parts:

**Part 1:** Technical Approach, Methodology and Detailed Work Plan. This part shall be between 3 and 5 pages long, but may not exceed 5 pages.

The Technical Proposal should describe in detail how the offeror intends to carry out the requirement described in Section 2, Scope of Work (SOW). The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The offeror should include details on personnel, equipment, and contractors who will be used to carry out the required services.

**Part 2:** Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. CV(s) must demonstrate:

- Demonstrated 10-year work experience relating to the application of environmental and social safeguards, gender and stakeholder engagement for projects financed by the GEF and/or multilateral development institutions
- Extensive knowledge of gender and both environmental and social safeguards systems of multilateral development banks and UN Agencies
- Understanding of client perspective of Gender, and Environmental and Social Safeguards
- Ability to communicate fluently, both in writing and orally, in English
- Excellent drafting skills, strong operational and analytical skills, and an ability to work in a multi-cultural environment
- An advanced university degree related to economic and social development, environmental protection, or economics

**Part 3:** Corporate Capabilities, Experience, Past Performance, and references. This part shall be between 2 and 4 pages long, but may not exceed 4 pages. Please include descriptions of similar projects or assignments and at least three client references.

## 2. Cost Proposal

The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The price of the contract to be awarded will be an all-inclusive. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major expense line

items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Currency. The cost shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. CI reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.

**1.4. Chronological List of Proposal Events**

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

|                                |                                |
|--------------------------------|--------------------------------|
| RFP published                  | February 1 <sup>st</sup> 2020  |
| Deadline for written questions | February 11 <sup>th</sup> 2020 |
| Proposal due date              | February 24 <sup>th</sup> 2020 |

The dates above may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

**1.5. 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 requirements, and is determined to represent the most advantageous to CI.

|           | <b>Evaluation Criteria</b>   | <b>100</b> |
|-----------|--|------------|
| <b>I</b>  | <b>Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan</b>  |            |
| 1         | Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?                                   | 15         |
| 2         | Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently? | 15         |
| 3         | Does the proposal demonstrate the offeror's knowledge related to technical sectors required by the SOW?  | 15         |
| <b>II</b> | <b>Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan</b>   |            |
| 1         | Personnel Qualifications – Does the offeror have necessary experience and capabilities to carry out the Scope of Work?                                       | 10         |

|            |  |    |
|------------|--|----|
| 2          | CVs for the above indicated technical staff involved?  | 5  |
| <b>3</b>   | <b>Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references</b> |    |
| 4          | Experience – Does the offeror have experience relevant to the project Scope of Work?                       | 20 |
| <b>III</b> | <b>Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)</b>                            |    |
| 1          | Cost- Lowest Cost  | 30 |

**Section 2. Scope of Work, Deliverables, and Deliverables Schedule**

**2.1. Scope of Work**

1. Conduct a thorough review of CI’s draft Updated Environmental Social Management Framework including gender and stakeholder engagement, guidance documents such as the Safeguard Screening Form, Safeguard Plan templates, and the design of the ESMF including process and procedures to identify gaps and ensure compliance with both the GEF and GCF policies.
2. Update the draft Updated Environmental Social Management Framework including gender and stakeholder engagement document to address any gaps identified.
3. Facilitate an internal (CI divisions) consultation on the draft document and incorporate/address comments from the consultations.
4. Review the CI-GEF/GCF Agency’s ESMF design including the process for screening, categorization, implementing and monitoring safeguards for CI-GEF and GCF projects, and make recommendations as necessary.

**2.2. Deliverables & Deliverables Schedule**

| <b>Deliverable</b>                                       | <b>Due Date</b>  |
|--|--|
| <b>Gap analysis</b>                                      | <b>2 weeks after contract signing</b>                        |
| <b>Revised draft of Updated ESMF</b>                     | <b>1 month after contract signing</b>                        |
| <b>Agenda and methodology for consultation within CI</b> | <b>1 month after contract signing</b>                        |
| <b>Consultation with CI</b>                              | <b>1 ½ months after contract signing</b>                     |
| <b>Finalized draft of Updated ESMF</b>                   | <b>10 business days after consultation CI and CI-GEF/GCF</b> |

**2.3 Attachment: CI’s Service Agreement Template:**

CI-GEF Services Agreement TEMPLATE

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

**Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]**

**Project Title: [ENTER PROJECT TITLE]**

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').

Funding in support of this Agreement is made available from the Global Environment Facility ('GEF' or 'Prime Donor') under the terms of separate agreements between CI and the GEF, and between CI and the International Bank for Reconstruction and Development (the 'World Bank') as Trustee of the **[NAME OF FUND]** (the 'GEF Trust Fund'). CI is required under the terms of such agreements to flow down certain funding terms imposed by the GEF to any recipients of such funding; provided, however, that Service Provider understands and agrees that neither the World Bank nor the GEF are parties to this Agreement and have assumed no obligations vis-à-vis the Service Provider. As a GEF Project Agency, CI is accountable to the GEF Council for GEF financed activities and to ensure that such activities are carried out in accordance with CI and GEF policies, criteria and procedures.

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:

**[INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES;  
AND**

**CHOOSE TABLE 1 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DAILY RATE;  
CHOOSE TABLE 2 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST  
DELIVERABLES ONLY]**

| # | Allotted days | Activity | Due date | Deliverable |
|---|---------------|----------|----------|-------------|
| 1 |               |          |          |             |
| 2 |               |          |          |             |
| 3 |               |          |          |             |
| 4 |               |          |          |             |
| 5 |               |          |          |             |
| 6 |               |          |          |             |
| 7 |               |          |          |             |
| 8 |               |          |          |             |
| 9 |               |          |          |             |



| # | Activity | Due date | Deliverable |
|---|----------|----------|-------------|
| 1 |          |          |             |
| 2 |          |          |             |
| 3 |          |          |             |
| 4 |          |          |             |
| 5 |          |          |             |
| 6 |          |          |             |
| 7 |          |          |             |
| 8 |          |          |             |
| 9 |          |          |             |
|   |          |          |             |

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.

Service Provider shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services and Deliverables rendered (whether sub-contracted or performed directly). Service Provider represents and warrants and shall cause all sub-contractors to represent and warrant (i) that Services will be performed in a professional and workmanlike manner in accordance with the highest standards in performing comparable services under similar conditions, (ii) that Service Provider (and as applicable, any sub-contractors) will comply with all laws and regulations in the geographies where Services are performed, and (iii) that no Services or Deliverables will knowingly infringe upon, misappropriate or otherwise violate the intellectual property of any third-party.

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 **[choose among the following options, depending on payment terms – if these options do not apply to the contractual arrangement, write it up as best you can]**

**[OPTION 1 not to exceed amount, based on labor rate]** not to exceed US\$ \_\_\_\_ which is based on a rate of US\$\_\_\_\_ per **[hour/day/week]** for such times as the Service Provider actually performs Services under this Agreement.

**[OR OPTION 2, fixed price contract]** equal to US\$**[click and type amount]** .

b. Service Provider shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Service Provider is eligible to apply for refunds on taxes paid, Service Provider shall do so. Any tax savings should be reflected in the Service Fee. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

c. Expenses. **[OPTION 1]** The Fee for Services set forth above is inclusive of all expenses.

**[OPTION 2]** CI agrees to reimburse Service Provider for reasonable, documented out of

pocket expenses as indicated below or authorized by CI in writing prior to incurrance:  
**[include expense budget and budget cap]**

Service Provider must provide receipts or invoices for all expenses of US\$40.00 or more. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

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

e. Payment Terms. **[PLEASE CHOSE APPROPRIATE OPTION]**

f.

**[EXAMPLE 1]** Payment shall be made against invoice(s). Service Provider shall invoice CI on a monthly basis. Service Provider shall provide invoices to CI containing name and address, place of performance, days/period and hours worked according to activities and deliverables (as defined in Section 1), and payment instructions. Invoices for reimbursable expenses 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 Service Provider's invoice.

**[EXAMPLE 2]** Payment shall be made in accordance with the following payment milestones:

- (1) \$ \_\_\_ upon completion and CI's acceptance of deliverable No. 1,
- (2) \$ \_\_\_ upon completion and CI's acceptance deliverable No. 2,
- (3) \$ \_\_\_ 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 Service Provider's invoice.

g. Service Provider shall provide an IRS W-9 form for U.S. entities, or an IRS W-8 form for non-U.S. 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.

**[INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN 4 B MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, AS THIS CONSTITUTES A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS]**

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 **[INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS]** 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 (including 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 the GEF 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. **[CHOOSE (A) OR (B) DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
  - a. **[IF A COMPANY]** Service Provider is not an employee, agent or assign of CI or the GEF 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.
  - b. **[IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI or the GEF for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**
  - c. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI, or the GEF. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.
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 its 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," or 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.

**[This section stays in regardless of the option chosen above]** Service Provider agrees not to make any use of the logo or the name of CI or the GEF, except as expressly authorized in writing. Any approved use of the GCF logo shall be in accordance with the GEF Branding Guide (available at [https://www.thegef.org/sites/default/files/documents/GEFBrand\\_Guidelines\\_EXT~\\_0.pdf](https://www.thegef.org/sites/default/files/documents/GEFBrand_Guidelines_EXT~_0.pdf))

11. CI-GEF Environment Social Management Framework (ESMF)
  - a. In accordance with CI's GEF/GCF ESMF (available at [https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-\(esmf\)-version-06](https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-(esmf)-version-06)), the Service Provider hereby represents that in carrying out the Services it will not source natural resource commodities that contribute to significant conversion or degradation of Natural Habitats (as defined in the ESMF). The Service Provider further agrees to cooperate with CI and to provide all information reasonably requested to support the implementation and monitoring of the ESMF to the extent that the provision of Services/Deliverables triggers any environmental and social safeguards described in the ESMF. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.
12. 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. **[IN THE EVENT OF HIGH RISK ACTIVITIES, PLEASE CONTACT GCO FOR INCORPORATION OF A RELEASE OF LIABILITY]**
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
14. 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.
15. Compliance with Law; CI Code of Ethics, and the GEF. 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 Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.

Service Provider shall provide copies of or provide access to CI, and the GEF, their representatives, and assignees, to inspect, review or audit any and all records relating to this Services Agreement.

16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders, U.S. and other international 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.
17. 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.
18. 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.
19. 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. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
20. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring of the Code of Ethics (Attachment 2). Service Provider shall immediately report any allegations of suspicions of violations of Funding Terms and Conditions (including the Policy on Environmental and Social Safeguards, Prohibited Practices and Code of Ethics) or other Project related grievances. Grievances will be addressed in accordance with the grievance mechanism described in the Project Environmental and Social Management Framework or CI-GEF's Mechanism for Integrity-Related Grievances, as applicable. Service Provider shall ensure that all of its employees, sub-contractors and sub-grantees are informed of Grantor's grievance mechanism at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com) or via phone to a local dial-in number displayed at [www.ciethicspoint.com](http://www.ciethicspoint.com) ("CI Ethics Hotline"). CI will promptly investigate any grievances submitted to the CI Ethics Hotline. CI will treat complaints as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable CI or law enforcement to conduct an adequate investigation. Service Provider shall not retaliate against any employee or other person who submit such grievances in good faith. Retaliation is subject to termination of this Agreement and other

sanctions, including ineligibility of Service Provider to submit future proposals to CI for GEF-related activities.

Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

- 21. Audit: Financial Review. The Service Provider shall permit CI or the GEF, or any party designated by CI or the GEF, to inspect performance sites and/or the accounts and records of the Service Provider relating to the performance of this Agreement, and to make such accounts and records available to CI or the GEF for review, or to have them audited by auditors appointed by CI or the GEF, if so requested by CI or the GEF.
- 22. 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.
- 23. 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.
- 24. 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]**

If to CI:

Attn:

**[Click and type contact person]**

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Phone: 703-341.2400

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

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**[Click here and type Title]**

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**[Name of CI representative]**

**[Title]**

[SVPs/+ or their authorized designees only]

**APPENDIX 1  
DELIVERY SCHEDULE**



## APPENDIX 2 CI's CODE OF ETHICS

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](http://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 CI works.
- Reflect actual expenses or work performed in expense reports, timesheets, and other records.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

### Transparency:

- Perform duties, exercise authority and use CI resources and assets in the interest of the organization and never for personal benefit.
- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors in excess of \$150 from vendors, consultants, or grantees.

### Accountability:

- Disclose to a supervisor and the General Counsel's Office, 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.
- Exercise responsible stewardship over CI's assets and resources; spend funds wisely, in the best interests of CI and in furtherance of its mission. Adhere to and respect the wishes of its donors.
- Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with a goal of increasing overall organizational performance.
- .

### Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and its grantees, donors and vendors.

### Mutual Respect and Collaboration:

- Assist its partners in building the necessary capacity to carry out conservation programs efficiently and effectively and to manage funds in a fiscally and operationally prudent manner.
- Create constructive relationships with grant-seekers and other partners based on mutual respect and shared goals by communicating clearly and timely and respecting our partners' expertise in their field of knowledge.
- 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: \_\_\_\_\_