

Request for Proposals

Title: Consultancy to prepare Guinean Forests Biome Integrated Program and Regional Coordination CEO Endorsement Package

RFP No: 2

Date of Issuance: November 29th, 2022

- 1. Background** In August 2022, the GEF Secretariat launched a competitive call for proposals to identify Lead Agencies for each of the eleven (11) GEF-8 Integrated Programs (IP). The GEF Council approved the selection of the Lead Agencies for ten/eleven of the GEF-8 IPs at the November 2022 Council meeting.

Conservation International was selected as the Lead Agency for the GEF-8 Guinean Forests Biome Integrated Program **Guinean Forests Biome under the Amazon, Congo, and Critical Forest Biomes IP**: The Amazon, Congo, and Critical Forest Biomes Integrated Program (IP) aims to maintain the integrity of the globally important critical tropical forests in order to maximize multiple global environmental benefits related to carbon and biodiversity. This IP will increase and strengthen the protection and governance of IFLs, tackling the drivers of deforestation and forest degradation at jurisdictional or landscape level. Beyond the protected areas, it will be important to consider other effective area-based conservation measures (OECMs) (See Paras 97-122 of the [GEF-8 Programming Directions](#))

 - a. The GEF Secretariat will launch the Expression of Interest (EOI) in January 2023 for countries to indicate their interest in participating in the Integrated Programs along with their agency of choice. It is expected that the IPs will be approved by the GEF council either at the June 2023 or the December 2023 council meetings.
 - b. Role of CI as the Lead Agency:
 - i. The Lead Agency is responsible for delivering on all aspects of the program — from the development of the Program Framework Document (PFD) to establishing program governance to overseeing program-level outcomes that amplify global environmental benefits and influence systemic change, and responsibility for program-level monitoring and reporting.
 - ii. To accomplish the above responsibilities, the Lead Agency manages a Regional Coordination Child Project. In GEF-8, there is the expectation that the coordination child project will be designed alongside the PFD to ensure that the Lead Agency roles and responsibilities are fully supported after GEF Council approval of the PFD.
In addition to the coordination child project, the Lead Agency is expected to secure at least two country child projects.
- 2. Project Overview.** As the lead Agency, CI will need to develop the PFD and the Regional Coordination Child Project and secure two country child projects. Therefore, CI is seeking that the bidder provides a Technical Proposal and Cost proposal that separates the costs and level of effort associated with the PFD and the Regional Coordination Child Project.
- 3. Terms of Reference and Deliverables**

- a. The main outputs of this consultancy are the following:
 - i. **PFD**
 1. A Theory of Change for the Integrated Program
 2. A Project Framework Document for Guinean Forests Biome Integrated Programs
 3. A 3–5-page Regional Coordination Child Project concept for Guinean Forests Biome that will be submitted to the GEF together with the Project Framework
 4. Two 3-5 page concepts for country-level child projects with CI as the Implementing Agency that will be submitted to the GEF together with the Project Framework and review the concepts submitted by other agencies estimated to be between 7-10, including checking for compliance with the GEF requirements for ESS, gender and stakeholder engagement at the PFD stage.
 - ii. **Global Child Coordination Child Project**
 1. The CEO endorsement package for the Regional Coordination Child Project
- b. **Key tasks**
 - i. **PFD**
 1. Facilitate consultations, workshops, and program preparation meetings to gather inputs and feedback from a wide range of stakeholders. For Guinean Forest Biome, it is expected that there will be one regional workshop in person and at least two virtual meetings/workshops. Bidder must provide budget inclusive of their costs to travel to workshop in a West Africa country.
 2. Lead the process of securing inputs and feedback from all key stakeholders including CI, the GEF Scientific and Technical Advisory Panel (STAP), the GEF Secretariat, GEF Implementing Agencies, and others,
 3. Draft Theory of Change for the Program Based on consultations and feedback from CI, the GEF Secretariat, the STAP, GEF Implementing Agencies, national governments, and potential program partners.
 4. Prepare a Project Framework Document using the GEF PFD template provided by CI-GEF and following GEF and CI-GEF requirements
 5. Prepare a concept for the regional coordination child project for Guinean Forest Biome using the GEF child project template provided by CI-GEF and following GEF and CI-GEF requirements
 6. Prepare (up to two) concepts for CI country-level child projects, using the GEF child template provided by CI-GEF and following GEF and CI-GEF requirements
 - ii. Regional Child Coordination Project

1. Prepare the CEO endorsement package with the CI-GEF Project Document for the regional coordination child project prior to or within 3 months of GEF council approval of the PFD, using the templates provided by CI-GEF and following GEF and CI-GEF requirements.
2. During the development of the global coordination child project, lead the process of securing inputs for the regional coordination child project from all key stakeholders including CI, the GEF Secretariat, the STAP, GEF Implementing Agencies, national governments, and potential program partners.
3. **Please see the full Deliverables Schedule in Attachment 2**

4. Submission Details

- a. Deadline. Proposals must be received no later than January 4, 2023, at 12:00 AM US Eastern Standard Time. Late submissions will not be accepted. Proposals must be submitted via email to cigef@conservation.org. All proposals are to be submitted following the guidelines listed in this RFP.
- b. Validity of bid. 120 days from the submission deadline
- c. Clarifications. Questions may be submitted to cigef@conservation.org by the specified date and time in the timeline below. The subject of the email must contain the RFP number and title of the RFP. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.
- d. Amendments. At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFP documents by amendment which will be posted to the CI website and/or communicated via email.

5. Minimum Requirements

- a. At least 10 years of experience designing GEF projects, including PIFs and CEO endorsement packages
- b. Preferred experience with designing GEF programs
- c. Global experience in designing projects in West Africa
- d. Experience in administering and mainstreaming the GEF's policies (or similar) on ESS, gender, stakeholder engagement and grievance mechanism

6. Proposal Documents to Include

- a. Signed cover page on bidder's letterhead with the bidder's contact information.
- b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)
- c. Technical Proposal.
 - i. Corporate Capabilities, Experience, Past Performance, and 3 client references. Please include descriptions of similar projects or assignments and at least three client references.
 - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how the team proposed meets the minimum requirements listed in section 5 (Minimum Requirements).

- iii. Technical Approach, Methodology and Detailed Work Plan. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference Attachment 2. This part should be 3-5 pages long, but may not exceed 5 pages.
 - iv. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in Section 3. The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The bidder should include details on personnel, equipment, and contractors who will be used to carry out the required services
- d. Financial Proposal. Bidders shall use the cost proposal template (Attachment 3).
- 7. Evaluation Criteria** In evaluating proposals, CI will seek the best value for money considering the merits of the technical and costs proposals. Proposals will be evaluated using the following criteria:

Evaluation Criteria	Score (out of 100)
Demonstrated experience with preparing GEF Project Documents that received CEO endorsement in the last 5 years through client references, CVs and project references (include GEF ID)	25/ Max points
Relevant technical expertise in project design, program/project coordination and relevant expertise including gender mainstreaming, stakeholder engagement and GEF’s Environmental and Social Safeguards	25/ Max points
Technical proposal: Is the proposed approach and methodology clear and is the sequence of activities and the planning logical?	15/ Max points
Appropriate budget, demonstrating appropriate allocation of labor days in relation to tasks and deliverables; appropriate consultant daily rates in relation to qualifications; appropriate other direct costs in relation to the scope of work; and overall cost effectiveness.	25/ Max points
Relevant experience in designing projects in West Africa	10/ Max points

8. Proposal Timeline.
Timelines are contingent

RFP Issued	29 November 2022
Clarifications submitted to CI	6 December 2022
Clarifications provided to known bidders	10 December 2022
Complete proposals due to CI	04 January 2023
Final selection	30 January 2023
Contract	Contract timeline to be established after GEF Sec approval estimated February to June

- 9. Resulting Award** CI anticipates entering into an agreement with the selected bidder by between February and June 2023. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or 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. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

- 10. Confidentiality** All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.

- 11. Code of Ethics** All Bidders 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. 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.

12. Attachments:

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility
Attachment 2: Deliverables Schedule
Attachment 3: Cost Proposal Template
Attachment 4: PFD Example and concepts
Attachment 5: CI-GEF Service agreement

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility

RFP No. XXXXXXXX

UEI Number (if applicable): XXX-XXX-XXX

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. CI's Code of Ethics 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.

I. With respect to CI's Code of Ethics, we certify:

- a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

II. With respect to social and environmental standards, we certify:

- a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.
- b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

III. With respect to our eligibility and professional conduct, we certify:

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business
- b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.

- c. We are/were not involved in writing or recommending the terms of reference for this solicitation document.
- d. We have not engaged in any collusion or price fixing with other offerors.
- e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.
- f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.
- g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.
- h. We have not provided, and will take all reasonable steps to ensure that we do 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 we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).
- i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". [Include additional sanctions lists of the country of a public donor, if required by the donor.]

Name: _____

Signature: _____

Title: _____

Date: _____

Attachment 2: Deliverables Schedule

Activity	Deliverable	Due Date	Acceptable Criteria
PFD and Concepts			
Draft Theory of Change for the Program	Gender Sensitive Theory of Change for the Program	TBD	Theory of Change approved by CI
Incorporate additional information and feedback from CI-GEF, GEF-Sec, STAP and IAs. Participate in meetings as necessary. Prepare first draft PFD and draft concept of regional child project. Provide indicative information regarding any Environmental and Social Risks and potential Impacts associated with the proposed project or program; and any measures to address such risks and impacts	First drafts of PFD and the global coordination child project concept	TBD	First drafts approved by CI-GEF
Incorporate additional information and feedback from CI-GEF, GEF-Sec, STAP and IAs. Participate in meetings as necessary. Prepare second draft PFD and second draft concept for regional coordination child project.	Second drafts of PFD and regional coordination child project concept	TBD	Second drafts approved by CI-GEF
Prepare first draft of the two CI-led country child project concepts and the accompanying safeguard screening forms and review other agencies concepts (estimated 7-10)	First draft of 3-5 page CI-led country child projects and review of other agencies concepts	TBD	First draft of country child projects (target 2) and compiled agencies concepts approved by CI-GEF
Finalize two CI-led country child project concepts and the safeguard plans	Final two 3-5 page CI-led country child project concepts	TBD	Final country child projects (target 2) approved by CI-GEF
Incorporate additional information and feedback from CI-GEF, GEF-Sec and IAs. Participate in meetings as necessary. Prepare final PFD, final concept for regional child project, and final	Final PFD and child project concepts for the regional coordination child project and two CI-led country child projects	TBD	Final PFD and child projects approved by the GEF.

concepts of CI country child projects.			
Regional Coordination Child Project Development			
Draft outline of the ProDoc for the Regional Coordination Child project, including draft Results Framework	Draft outline of the ProDoc including a Draft Results Framework		Zero-draft outline of the ProDoc. This should identify gaps that will be filled during the rest of the project development phase. The Zero draft ProDoc must include a complete Results Framework Documents approved by CI
First draft of the CEO endorsement package (ProDoc, Budget, Core Indicator Sheet, Tracking Tool, co-financing letters). Provide additional information regarding the relevant Environmental and Social Risks and Impacts associated with the proposed project, and associated measures to address such risks and impacts, including any environmental and social assessments carried out, and any Environmental and Social Management Plans or the equivalent.	First draft of the CEO Endorsement Package		First Draft of the CEO Endorsement Package approved by CI (ProDoc, Budget, Core Indicator Sheet, Co-finance Letters).
Second draft of the CEO Endorsement Package (ProDoc, Budget, Core (ProDoc, Budget, Core Indicator Sheet, Tracking Tool, co-financing letters)	Second draft of the CEO Endorsement Package (inclusive of comments)		Second Draft of the CEO Endorsement Package (ProDoc, Budget, Core Indicator Sheet, CEO Endorsement/Approval template, Co-finance Letters) approved by CI
Final CEO Endorsement Package (ProDoc and annexes, Budget, Core Indicator Sheet, Tracking Tool, co-financing letters) which incorporates comments from the CIGEF Project Agency.	Final CEO Endorsement Package (inclusive of comments from the CI-GEF Project Agency)		Final CEO Endorsement Package (Approved by CI-GEF)

	Final CEO Endorsement Package that addresses GEF Secretariat reviews along with responses to the comments in a review sheet.	Address comments from the GEF secretariat, Scientific and Technical Advisory Panel (STAP) and GEF Council members after first submission.		Final CEO Endorsement Package (inclusive of comments) approved by GEF Secretariat.
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Attachment 3: Cost Proposal Template

The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the Bidders proposal be accepted. Nevertheless, for the purpose of the proposal, Bidders 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 **USD**

If selected, Bidder 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 Bidder is eligible to apply for refunds on taxes paid, Bidder shall do so. Any tax savings should be reflected in the total cost.

Bidder shall use the cost proposal template and breakdown costs for Key Tasks I and II by deliverables and by component: Template

Attachment 4: PFD and Concepts Examples

GOLD+ PFD

GOLD+ Child Project Concepts

Attachment 5: CI-GEF Service Agreement Template for Reference

CI-GEF Services Agreement TEMPLATE V.2

**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 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'). The Agreement comes into effect on the Agreement Start Date, (the 'Effective Date').

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 in Appendix 1 (the 'Deliverables' and 'Services'), as may be modified from time to time:

[INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES. DELIVERABLES WILL BE DETAILED IN APPENDIX 1.]

During the Agreement Term (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 will obtain all applicable and material licenses, approvals and consents to carry out the Services (all of which are to be maintained in full force and effect during the Term, and (iii) that Service Provider (and as applicable, any sub-contractors) will comply with the terms of this agreement, all laws and regulations in the geographies where Services are performed, and such GEF policies and procedures to allow CI to discharge its Project Agency responsibilities vis-a-vis the GEF in accordance with applicable GEF fiduciary standards (available at https://www.thegef.org/sites/default/files/council-meeting-documents/EN_GEF.C.57.04.Rev_02_Update_GEF_Minimum_Fiduciary_Standards.pdf) and (iv) that no Services or Deliverables will infringe upon, misappropriate or otherwise violate the known intellectual property of any third party..

2. **Term.** The Agreement Start Date is **[DATE]**. The Agreement End Date is **[DATE]** unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. **Fee for Services.** In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:

[PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED). DELETE THE OPTION THAT IS NOT SELECTED.]

- a. **[OPTION 1, PREFERRED]** Fixed Price Contract. A Fee for Services not to exceed \$ **[REDACTED]** which is based on payment against Deliverables as described in Section 4 and outlined in the Deliverables schedule attached as Appendix 1. **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED. IF YOUR OFFICE IS NOT REQUIRED TO WITHHOLD TAX AND/OR VAT THIS LANGUAGE IS NOT APPLICABLE]** This Fixed Price Contract **[A]** excludes withholding tax and/or VAT which shall be payable by Service Provider **[B]** includes **[REDACTED]** % withholding tax and/or VAT payable by CI.

- i. Expenses: **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]**
The Fee for Services set forth above
[A] is inclusive of all expenses.
[B] excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to \$_____ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 1. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.
- a. **[OPTION 2 - NOT FAVORED APPROACH DUE TO THE RISK OF BUDGET OVERRUNS]** Time and Materials. A Fee for Services not to exceed \$_____ 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.
- i. Expenses: **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]**
The Fee for Services set forth above
[A] is inclusive of all expenses.
[B] excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to \$_____ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 1. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.
- 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.
- c. All activities and expenditures must occur during the Term to be reimbursable.
4. **Payment Terms. [PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED), CORRESPONDING TO THE FEE FOR SERVICES OPTIONS ABOVE. DELETE THE OPTION THAT IS NOT SELECTED.]**
- a. **[OPTION 1, PREFERRED]** Payment shall be made on receipt and acceptance of the Deliverables in accordance with the following schedule:
(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 and deliverables (as defined in Appendix 1) completed and accepted, and payment instructions.
- a. **[OPTION 2]** 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.
- b. **[DELETE IF FEE IS INCLUSIVE OF EXPENSES]** 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 of Service Provider's invoice.

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

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

- a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with following acceptance criteria defined in Appendix 1, which may be revised and supplemented from time to time during the Term to accommodate for successful performance of the Services ('Acceptance Criteria').

- b. Acceptance. In the event that a Deliverable meets CI's Acceptance Criteria, CI shall notify the Service Provider 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 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 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. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has not met CI's Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.

- 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.

6. 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.

7. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and the GEF; and to defend and hold CI and the GEF 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.

8. Relationship of CI and Service Provider. **[CHOOSE OPTION 1 OR 2 DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
- a. **[OPTION 1 - IF A COMPANY]** Service Provider is not an employee, agent or assignee 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.
- [OPTION 2 - 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, 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. In addition, 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.**
9. Government Officials and Employees.
- a. 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
- i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
 - ii. without the express consent of the government for which the employee or official works; and
 - iii. 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.
- b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
- i. to influence any official government act or decision;
 - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
 - iii. to obtain or retain business for, or direct business to any individual or entity.
- c. **[DELETE IF SERVICE PROVIDER IS NOT A GOVERNMENT EMPLOYEE OR OFFICIAL]** If Service Provider is a government employee or official, Service Provider shall

- i. Remove him/herself from any governmental act or decision that may affect CI, and shall not influence any governmental act or decision that may affect 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 or any government employee or official in another jurisdiction.
 - ii. Make a representation as evidenced in **Appendix 5** that entering into this Agreement does not breach any of its existing contractual obligations with the relevant government agency or with any third parties, or other rules or regulations applicable to Service Provider as a government employee/official. **Appendix 5** to this Agreement is a letter from the relevant government agency stating that it consents to CI engaging Service Provider to provide the Services and receive the compensation for the Services stipulated under this Agreement.
10. 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.

11. Intellectual Property

[CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED. DELETE THE PARAGRAPHS THAT DO NOT APPLY]

[OPTION 1, PREFERRED - 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 databases, 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 shall 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.

[OPTION 2, NOT RECOMMENDED 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 databases, 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 GEF 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).

Service Provider hereby represents and warrants that no Services or Deliverables provided hereunder violate or infringe on any industrial property or intellectual property right or claim of any third party.

12. Safeguards. In accordance with CI’s GEF/GCF Environmental and Social Management Framework (‘ESMF’, available at https://www.conservation.org/docs/default-source/gcf/ci_gef_gcf-esmf-version-7.pdf?sfvrsn=a788de43_4), 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). To the extent that any Services hereunder could result in environmental, social and health and safety implications and/or trigger any environmental and social safeguards described in any applicable Project Environmental and Social Management Plan (‘ESMP’) and other plans and instruments pursuant to the ESMP, Stakeholder Engagement Plan, and Gender Action Plan (collectively, ‘Plans pursuant to the ESMF’), the Consultant shall take into account and comply with the requirements of the standards, policies and procedures set out in the CI-GEF ESMF and the applicable Plans pursuant to the ESMF, and provide all information and records reasonably requested by CI with respect to the applicable actions and measures undertaken and as set out in the Plans pursuant to the ESMF. **[DRAFTING NOTE: Working with the Project safeguards specialist, add any specific mitigation measures or requirements explicitly included in the ESMP and applicable to the Service Provider’s work either here or as an annex]** Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

13. 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 s/he shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
14. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 4, Release and Waiver.
15. 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.
16. Compliance with Law and CI Code of Ethics, and Prohibited Practices. 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.

Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics and CI's Prohibited Practices, copies of which is attached hereto as Appendix 2 and Appendix 3, respectively, and incorporated by reference.

Service Provider agrees to not directly or indirectly condone, encourage, or tolerate participation, or engagement in any conduct substantially equivalent to Sexual Exploitation, Sexual Abuse, and Sexual Harassment (as defined in CI's Policy on Prevention of Sexual Exploitation, Sexual Abuse, and Sexual Harassment, available at <https://www.conservation.org/about/our-policies/prevention-of-sexual-exploitation-sexual-abuse-and-sexual-harassment>) in performing all Services.

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

17. 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.
18. Counterparts and Electronic Signatures.
- a. Each party agrees that the other party may rely on a electronic copy of the signature of a duly authorized signatory and that upon the exchange of such electronic 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.
19. 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.
20. 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.
21. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
22. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring of the Code of Ethics (Appendix 2). Service Provider shall immediately report any allegations or suspicions of violations of Funding Terms and Conditions (including the Code of Ethics and Prohibited Practices) 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 or via phone to a local dial-in number displayed at 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 themselves to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

23. 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.
24. 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.
25. 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.
26. 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]**
 Email: **"[Click and type Contractor email]"**

If to CI:

Attn: **[Click and type contact person]**
 Conservation International Foundation
 2011 Crystal Drive, Suite 600
 Arlington, VA 22202
 Phone: 703-341.2400
 Email: **"[click and type your email]"**

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

[SERVICE PROVIDER NAME]

Conservation International Foundation

[Contractor Name & Title]

[Name of CI representative]
[Title]
[SVPs/+ or those designees holding a formal Power of Attorney with signature delegation.]

Date: _____

Date: _____

Appendix 1: Delivery Schedule

Appendix 2: CI Code of Ethics

Appendix 3: Prohibited Practices



Appendix 4: Release, Waiver of Liability, and Consent to Medical Treatment

[If Applicable] Appendix 5: [GOVT AGENCY] No-Objection Letter

APPENDIX 1: DELIVERY SCHEDULE

DELIVERY SCHEDULE

#	Deliverable	Activities	Acceptance Criteria [INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN SECTION 5 MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, UNCLEAR EXPECTATIONS CONSTITUTE A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS	Due Date	[CHOOSE APPROPRIATE OPTION THAT ALIGNS TO THE FEE FOR SERVICES IN SECTION 3] [OPTION 1, PREFERRED] Payment Amount [Currency] [OPTION 2] Allotted [Days/Hours]
1					
2					
3					
4					
...					

[DELETE IF REIMBURSABLE EXPENSE ARE NOT INCLUDED IN SECTION 3]
REIMBURSABLE EXPENSES BUDGET

ITEM DESCRIPTION	UNIT COST	TOTAL COST/ITEM	PURPOSE
TOTAL REIMBURSABLE EXPENSES BUDGET			

[If Applicable, include from RFP]

TERMS OF REFERENCE

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 to which all parties must adhere.

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, and with a 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: _____

Appendix 3: Prohibited Practices

CI prohibits the following ten practices in CI-funded or managed operations and activities (“Prohibited Practices”).

1. **Corruption:** Offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, favors, invitations, and benefits of any kind) to influence improperly the actions of another.
2. **Fraud:** Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
3. **Abuse:** Theft, misappropriation, waste or improper use of property or assets, either committed intentionally or through reckless disregard.
4. **Unmitigated Conflicts of Interest:** A conflict of interest is a situation that undermines, has the appearance of undermining, or potential to undermine the impartiality of an employee or other individual because of the possibility of a clash between the employee’s/individual’s self-interest and professional interest. A Conflict of Interest by itself is not a prohibited practice, rather the act of non-disclosure and non-mitigation is a prohibited practice. CI grantees are responsible for the identification and disclosure of any actual or potential conflicts of interest to CI and shall suggest mitigation measures in accordance with Grantee’s own conflict of interest policy. Such mitigation measures are subject to approval by CI, and Grantee is required to follow any mitigation instructions provided by CI.
5. **Collusion:** An arrangement between two or more parties designed to achieve an improper purpose, including to improperly influence the actions of another party.
6. **Coercion:** Impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of that party.
7. **Obstruction:** Materially impeding a donor’s contractual rights of audit or access to information.
8. **Money Laundering:** Conversion or transfer of property, knowing that such property is the proceeds of crime.
9. **Terrorist Financing:** Providing in-kind, financial support or technical assistance for the purpose of, or in the knowledge that they are to be used to carry out terrorist acts.
10. **Retaliation:** Threatening or committing an act against someone because of their report of suspected wrongdoing or cooperation with an investigation into wrongdoing

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

I hereby acknowledge receipt of CI’s Prohibited Practices and certify agreement and compliance therewith.

FOR SERVICE PROVIDER:

By: _____

Title: _____

Date: _____

[DELETE AND UPDATE SECTION 14 IF NO TRAVEL IS REQUIRED] APPENDIX 4

RELEASE, WAIVER OF LIABILITY AND CONSENT TO MEDICAL TREATMENT

Coronavirus, COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 are **extremely contagious** viruses that spread easily through person-to-person contact. Authorities recommend social distancing, face coverings and hand sanitation as a means to prevent the spread of the virus. **Coronavirus, COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Participating in Conservation International programs or accessing Conservation International facilities could increase the risk of contracting Coronavirus, COVID-19. Conservation International in no way warrants that Coronavirus, COVID-19 infection will not occur through participation in Conservation International programs or accessing Conservation International facilities.

CDC and other governmental guidelines are continually being updated regarding individuals who may be more susceptible to contracting viruses or who may suffer more severe consequences as a result of having a virus. I understand that I and/or other members of my family may have underlying conditions that place us at a higher risk of serious consequences from contracting virus and I willingly consent and agree to participate with full knowledge and understanding of this increased risk.

Initial _____

I, **[full name]**, have voluntarily agreed to participate in **[program name, destination, trip dates]**, which may include training courses, workshops, field trips, day trips, field work, or any other activities associated with Conservation International Foundation's (CI) projects, activities, or programs (the "Program").

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.
2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.
3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives **HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE** Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program, whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.
4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program that are not part of the.
5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.
6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.
7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or

maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.

8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.
9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.
10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.
11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability 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 provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.
12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware of the legal consequences of signing it, and have signed it of my own free will.



Signature: _____ Date: _____

Printed Name: _____

Permission for Emergency Medical Treatment

I, **[full name]** _____, hereby grant Conservation International ("CI") permission to authorize medical treatment on my behalf, including, but not limited to, administration of antibiotics, anesthesia and other medications, transfusions or blood products, life-saving and other necessary surgical procedures, and hospitalization, in the event that I am unable, for any reason, to authorize or approve of such treatment on my own behalf. I further agree to indemnify and hold CI harmless for any or all actions growing out of, incidental to, relating to, resulting directly or indirectly from, or arising out of any such emergency medical treatment. I agree that CI does not have any duty, obligation or responsibility to authorize or seek medical treatment on my behalf. The Release and Waiver of Liability that I have executed related to my participation in the Program is incorporated by reference herein.

Signature: _____ Date: _____

Printed Name: _____



[IF APPLICABLE]

APPENDIX 5

[GOVT AGENCY] No-Objection Letter

[Letter on GOVT AGENCY letterhead]

[Date]

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Attn: [CI STAFF]

Re: Permission Letter for CI's Engagement of [CONSULTANT NAME]

Dear [CI STAFF],

This letter is to confirm that [CONSULTANT NAME] is an existing [contractor/employee] of [GOVT AGENCY] and that [GOVT AGENCY] is aware that [CONSULTANT NAME] is entering into a Services Agreement with Conservation International Foundation ("CI") to provide services for the Project entitled "[PROJECT TITLE]." The services include [SERVICES SUMMARY] ("Services").

Services are estimated to cost [AMOUNT IN LOCAL CURRENCY], which may be paid to [CONSULTANT NAME] in accordance with the final terms of the Services Agreement.

[GOVT AGENCY] hereby confirms that: (a) it consents to [CONSULTANT NAME] entering into a Services Agreement with CI and having [CONSULTANT NAME] perform the Services and receive compensation for such Services; and (b) that by entering into a Services Agreement, [CONSULTANT NAME] is not in breach of any existing contractual obligations with [GOVT AGENCY] or other rules or regulations applicable to Service Provider as a government employee/official.

Best regards,

[Name]

[Title]

