





# **REQUEST FOR PROPOSALS (RFP) No. 002**

To: International & National Consultants and Services Providers

From: Conservation International – Inclusive Conservation Initiative

Date: **May 27, 2020** 

Subject: Request for Proposals 002: Inclusive Conservation Initiative - Consultant

Services to prepare a Social and Environmental Management Framework

and Gender Action Plan for a full sized GEF Project

Submission of Interest Deadline (via email): June 10, 2020

Deadline for Questions: June 10, 2020

Full Proposal Submission Deadline: June 28, 2020

Conservation International Foundation (hereinafter referred to as "Conservation International"), is issuing a **Request for Proposals (RFP)** to prepare a **Social and Environmental Management Framework and Gender Action Plan** for a full sized GEF Project titled: "Inclusive Conservation Initiative" as part of the GEF Project Preparation Grant (PPG).

**Objectives:** The purpose of the PPG is to fully design activities, outputs, and outcomes of the Full-Size Project (FSP) and to fully develop a set of project documentation for submission to the GEF Secretariat and approval. Standard rules for development of a GEF FSP GEF apply. Copies of the GEF templates and guidelines can be accessed at: <a href="http://www.thegef.org/documents/templates">http://www.thegef.org/documents/templates</a>

Full details about the RFP are found in the subsequent pages of this document. Interested offerors can submit their proposals to: ICI.PROCUREMENT@conservation.org on or before June 28, 2020, 2020

All offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work and in accordance with <u>Cl's Code of Ethics</u>.

Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, and Passion and Teamwork. Cl's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living Cl'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 should be reported to CI via its Ethics Hotline at <a href="https://www.ci.ethicspoint.com">www.ci.ethicspoint.com</a>

Concerns regarding the integrity of the procurement process and documents shall be reported to <a href="https://www.ci.ethicspoint.com">www.ci.ethicspoint.com</a> under the procurement and purchasing activities.

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 Period of Performance.

# **TERMS OF REFERENCE**

International/National Consultant to Prepare Social and Environmental Management Framework and Gender Action Plan of a Full-sized GEF Project

**Project Title:** Inclusive Conservation Initiative

Project Location: Global

Location of Consultancy: Home based

Languages Required: English

**Duration:** 50-70 days during an estimate timeframe of 8 months

Indicative consultancy start and end dates: July 6, 2020 - February 28, 2021

# 1. Background

The GEF-7 Inclusive Conservation Initiative (ICI) will support indigenous peoples and local communities (IPLCs) in their continuing efforts to safeguard Earth's natural ecosystems, recognizing the historical roles they have played in nature conservation. The ICI will work inclusively with IPLCs, their regional and local organizations, governments, NGOs, civil society and others to further strengthen their capacity to conserve globally significant biodiversity and ecosystems.

While IPLCs have been effective stewards of their natural resources, mounting pressure over their lands and territories requires additional support for the adequate management of specific landscapes and seascapes. ICI, by combining substantial investments in these locations will help replicate and amplify local results through global capacity-building, policy influence and demonstration of large-scale impact.

The Inclusive Conservation Initiative (ICI) will support IPLC-designed and -led activities that protect biodiversity and result in other global environmental benefits. Supervision and technical guidance will be provided by Conservation International (CI) and the International Union for the Conservation of Nature (IUCN), serving as joint GEF Implementing Agencies. Both organizations bring their decades of collective experience working with IPLCs, as well as their regional and global expertise, to the implementation of the GEF Inclusive Conservation Initiative. A concept (Project Information Form) for the Inclusive Conservation Initiative was approved by the GEF Council in December 2019. CI and IUCN now have one year to work through a participatory design process to prepare a full project proposal for the ICI.

# 2. Project Description

The approved PIF includes the project components provided below.

**ICI Objective:** Enhance Indigenous Peoples and Local Communities (IPLCs) efforts to steward land, waters and natural resources that deliver global environmental benefits.

The Inclusive Conservation Initiative (ICI) project will support IPLCs to secure and enhance their stewardship over an estimated area of at least 3.6 million hectares of landscapes/seascapes and/or territories with high biodiversity and irreplaceable ecosystems. It will provide resources,

enhance capacities, and support 'hands-on' experiential learning that will enable IPLCs to define and demonstrate an inclusive model for conservation where IPLCs are recognized and empowered as decision-makers and key actors at all levels of conservation action, from local action on the ground, to national policies that impact their rights, to global fora that define conservation and sustainable development targets and approaches for environmental action. Resources approved by GEF Council include USD 22,535,780 for project activities. 80% of this total will go to site-based investments, known as Component 1, while 20% goes to Components 2, 3 and 4 that focus on cross-cutting, global activities.

IPLC organizations will take the lead in identifying local priorities, developing inclusive, culturally appropriate processes for decision-making, strategies, and implementing action. It is expected that there will be between seven and ten landscapes or seascapes for investment under Component 1.

# 3. Scope of Work

Drawing on the approved PIF and incorporating input from the Conservation International (CI), The International Union for the Conservation of Nature, the GEF Secretariat, the Interim Steering Committee of the Inclusive Conservation Initiative and other stakeholders, the consultant will identify environmental and social risks for the project and develop safeguard plans to avoid, mitigate and effectively manage these risks for the Inclusive Conservation Initiative

The social and environmental safeguards work encompasses the following: (a) completion of safeguards screening questionnaire for global components, (b) safeguards for reports (c) identification risk categories, assessment needs and tools (d) design social and environmental management framework for ICI.( see annex 1)

The four ICI components ( see annex 2), with interconnected outputs that mutually support outcomes from local to global levels, include:

<u>Component 1 (Tier 1)</u>: Local Action to deliver Global Environmental Benefits (GEBs) — will provide direct financial support to IPLC-led initiatives in priority areas that achieve global environmental benefits through improved large-scale management of IPLC lands, territories and resources.

<u>Component 2 (Tier 2)</u>: <u>Global IPLC Capacity Building</u> – will establish the platforms, peer learning networks and knowledge resources for enhanced IPLC capacity, project and financial management skills, and design of sustainable financing mechanisms.

<u>Component 3 (Tier 2)</u>: *IPLC Leadership in International Environmental Policy* - will enable IPLC representatives to amplify their voices and influence in the international policy decisions that create either enabling or constraining conditions for on-ground inclusive conservation efforts.

<u>Component 4 (Tier 2)</u>: *Inclusive Conservation Knowledge to Action* – will support IPLC organizations to distil and share knowledge regarding 'inclusive conservation' models to demonstrate large-scale impact and generate support for IPLC-led conservation.

# 4. Key Tasks

The consultant will work closely with CI and IUCN Project Leads, Pro-Doc consultant, and local ICI consultants (hired locally to support the PPG process by CI/IUCN agencies) to undertake the following tasks:

# Component 1 (Tier 1):

- 1) Conduct a high level scan on environmental and social risks and produce a report of the contextual risks in each 7-10 investment landscapes for Component 1 utilizing literature, expressions of interest and geographic analysis produced by ICI consultants and information provided by Executing Agencies to inform the design and development of the Environmental and Social Management Framework.
- 2) Develop Environmental and Social Management Framework (ESMF) for Component 1; which would include:
  - a) Project description and overview of the ESMF for Component 1.
  - b) Overview of the policy, legal and regulatory framework on environmental and social matters in the selected investment landscapes and their alignment with GEF safeguards policies.
  - c) Description of stakeholder engagement and FPIC process.
  - d) Based on contextual risks and available information about the site-based investments, preliminary identification of potential risks, safeguard policies triggered and proposal of high level mitigation measures.
  - e) Procedure for screening the site-based investments on environmental or social risks and for developing appropriate and required safeguards instruments (e.g. impact assessments, ESMP etc.).
  - f) Main elements of safeguard instruments for complying with the safeguard policies that are/might be triggered by the site-based investments in the different landscapes (e.g. Indigenous Peoples, Cultural Heritage, Involuntary Resettlement, Protection of Natural Habitat).
  - g) Requirements for disclosure of information.
  - h) Description of the site-level grievance mechanisms.
  - i) Development of a Gender Action Plan.

**Note:** Some of the above items could be presented as generic procedures and considerations relevant for all investment sites, others will need to be specified for the different sites.

- 3) Assessment of Executing Agency safeguard capacity.
  - a) Develop a tool to assess safeguard capacity of each Executing Agency.
  - b) Utilization of the assessment tool to assess each Executing Agency capacity and provide general recommendations for capacity building on safeguard matters.
- 4) Development of a Gender Action Plan.

# **Global Components 2-4 (Tier 2):**

1) Complete the Safeguard Screening Questionnaire. See Annex 3

- 2) Safeguard Screening Report: establishing risk category and identifying potential assessment needs and safeguard instruments—in consultation with IUCN and CI safeguard specialists.
- 3) Carry out required assessments and develop specified safeguard instruments for Components 2-4 (e.g. ESMP, elements to ensure compliance with the policy on Indigenous Peoples).
- 4) Develop the project's approach to stakeholder engagement and FPIC process, and provide recommendation and guidance from a safeguard perspective.
- 5) Description of requirements for disclosure of information.
- 6) Develop a project-level Grievance mechanism.
- 7) Development of a Gender Action Plan.

# 5. Deliverables

No	Deliverables	Timelines
1.	Tier 2: Component 2-4 (Global Components): Safeguard Screening and risk categorization.	July-August 2020
	Tier 2: Development of safeguard instruments for Components 2-4.	August-October 2020
2.	Tier 1: Component 1 (7-10 landscapes/seascapes and/or territories):  • Identification of contextual risks for each landscape/seascape.	
	Development of Environmental and Social     Management Framework (ESMF) and elements of     other safeguard instruments for selected     landscapes/seascapes and/or territories tailored to     regional context.	August-October 2020
	Tool developed to assess of safeguard capacity of EAs.	
3.	First Submission of draft ESMF (Component 1) and safeguard instruments for Components 2-4 for review by Agencies.	November 2020
4.	Revisions of ESMF and other safeguard instruments and preparation for inclusion into ProDoc and CEO Endorsement Package.	December 2020 – January 2021
5.	Final revisions of ESMF and safeguard instruments and coordination with ProDoc consultant for submission to GEF Secretariat.	January-February 2021

#### 6. Period of Performance

It is expected that this Consultancy will take approximately **50-70** days during an estimated timeframe of **8 Months.** The Consultancy is expected to begin **July 6, 2020** and end on or before **February 28, 2021** in accordance with the finalization of the ProDoc.

# 7. Budget

The Consultant should present a detailed and itemized budget to undertake this work. The budget should include the consultant's labor costs and other direct costs (e.g., telephone, photocopying etc.). Budget should be inclusive of all reimbursable expenses. Workshop costs (e.g., conference facilities) will be covered by Conservation International.

## Example:

Description OF SERVICE	DAILY OR HOURLY Cost	other costs (local currency)	Total Cost (local currency)
Total			

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.

## 8. Services Provided by the Implementing Agency (CI and IUCN)

CI and IUCN will provide the consultant with initial orientation and all relevant background documents. CI and IUCN will also be available to clarify expectations regarding the process and outputs/deliverables. Additionally, CI and IUCN will link the consultant with local consultants and target stakeholders.

# 9. Contract Type

Conservation International will issue a fixed-price contract for this consultancy. Per the consultant's proposal and subsequent negotiations, the contract will include a set of fixed payments based on submission of deliverables, per Section 5 (Deliverables), above.

Conservation International will accept proposals from individuals, consulting firms or organizations.

Conservation International anticipates that the work will be completed by a single person. If a

team of people is proposed, Conservation International intends to execute a consulting contract with a single individual, firm, or organization, which will serve as the lead entity and be responsible for contractual and financial arrangements with all others.

# (a) Minimum Qualifications of Consultants

Conservation International requires an individual or small team of individuals with senior-level qualifications to perform the work described here. Individuals will have, a master's degree in social sciences, Economics, management, environment/natural Resource Sciences, or other relevant fields, at least five years' experience in developing and/or implementing environmental and social safeguard strategies for organizations or projects; excellent knowledge and understanding of GEF Environmental and Social safeguards is a distinct advantage; at least 3-5 years' experience in working with indigenous peoples and local communities; good inter-personal skills and demonstrated ability to engage and work with local communities; strong analytical skills; excellent working knowledge of English.

# (b) Location of Work

The consultant shall work from his or her base of operations.

# (c) Monitoring and Evaluation of Consultant Performance

Conservation International will supervise consultant performance and be responsible for review and acceptance of all written deliverables.

# (d) <u>Instructions for Submission of Technical Proposals</u>

- i. Point of contact: Proposal submissions and queries should be sent to her attention at ICI.PROCUREMENT@conservation.org. Proposals should be sent with the subject line "RFP#002: Consultant Services for Project Document/CEO Endorsement Package Development"
- ii. **Deadline for Submission:** The deadline for submission of full RFP is EST 5.00 pm June 28, 2020.
- iii. Right of award: CI may reject any or all bids that are not responsive to the Scope of Work.
- iv. Language: proposals must be submitted in English.
- v. Validity: the proposals will be valid for 90 days after deadline submission date.
- vi. **Currency:** proposals should be budgeted in United States dollars. Payment will be made in United States dollars.
- vii. **Cover and signature:** applicants should submit their proposals with a cover letter signed by an authorized representative of the applicant.

- viii. **Expert table:** proposals should include a table with the name, position title, and level of effort (in person-days) of all individuals proposed to work on the project.
- ix. **Resumes:** proposals should include the resume of all named personnel corresponding to the ToRs
- x. **Timeline:** proposals should include a work plan with detailed activities per deliverable for completion to include in CEO Endorsement Package.

# (e) Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Criterion	Points
<b>Demonstrated experience</b> with preparing GEF social and environmental safeguard frameworks and instruments, and developing/implementing environmental and social safeguard strategies for organizations or projects.	40
Relevant technical expertise related to the project, including, but not limited to Indigenous Peoples and Local Communities, climate change, biodiversity, gender mainstreaming and grievance mechanisms.	40
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.	20
Total	100

(a) <u>CI's Service Agreement Template (including Code of Ethics)</u>

# 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 ('Cl'), 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. <u>Services; Project Description</u>. 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 2 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DELIVERABLES ONLY

#	Activity	Due date	Deliverable
1			
2			
3			

#	Activity	Due date	Deliverable
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. <u>Compensation.</u>
  - a. <u>Fee for Services</u>. 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]**

[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 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 incurrence: include expense budget and budget cap

Service Provider must provide receipts or invoices for all expenses. 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]

**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 expense. All amounts will be paid within thirty (30) days after receipt of Service Provider's invoice.

- f. 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. <u>Acceptance of Deliverables; Time is of the Essence.</u>
  - a. <u>Acceptance Criteria</u>. 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. <a href="Acceptance">Acceptance</a>. In the event that a Deliverable meets Cl's acceptance criteria, Cl shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet Cl's acceptance criteria, Cl 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 Cl's instructions and deliver the revised Deliverable to Cl for review within <a href="INCLUDE APPROPRIATE AMOUNT OF BUSINESS">INCLUDE APPROPRIATE AMOUNT OF BUSINESS</a> DAYS business days following receipt by Service Provider of the revision request. Cl 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 Cl, unless authorized in writing by Cl.
- c. <u>Time is of the Essence.</u> 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. <u>Termination</u>. 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. <u>Indemnification</u>. 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 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.**
  - b. **[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 Cl'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. <u>Confidential Matters and Proprietary Information</u>. 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

[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.

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 <a href="https://www.thegef.org/sites/default/files/documents/GEFBrand">https://www.thegef.org/sites/default/files/documents/GEFBrand</a> Guidelines EXT~ 0.pdf)

- 11. CI-GEF Environment Social Management Framework (ESMF)
- a. In accordance with CI's GEF/GCF ESMF (available at <a href="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</a>), 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. <u>Security and Safety</u>. 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. <u>Travel</u>. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
- 14. <u>Choice of Law; Arbitration</u>. 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 Cl'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 available at <a href="https://www.conservation.org/cef/about">https://www.conservation.org/cef/about</a>) 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 <a href="www.ci.ethicspoint.com">www.ci.ethicspoint.com</a> or via phone to a local dial-in number displayed at <a href="www.ciethicspoint.com">www.ciethicspoint.com</a> ("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.
- <u>22.</u> <u>Waiver.</u> 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. <u>Notices</u>. 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

[SVPs/+ or their authorized designees only]

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 here and type Title]	[Name of CI representative]

# 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**. Cl's Code of Ethics (the "Code") provides guidance to Cl employees, service providers, experts, interns, and volunteers in living Cl's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

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

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

## Integrity:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where 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 Cl's assets and resources; spend funds wisely, in the best interests of Cl and in furtherance of its mission. Adhere to and respect the wished 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:	
Ву:	
Title:	

# (b) Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility [

Solicitation Number: 001

D-U-N-S 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 <a href="https://www.ci.ethicspoint.com">www.ci.ethicspoint.com</a>.

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 scope of work 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:		

## Annex 1: GEF Project Document Sections with relevant safeguard components

#### **SECTION 1: PROJECT SUMMARY**

#### **SECTION 2: PROJECT CONTEXT**

- A. Geographic Scope
- B. Environmental Context and Global Significance
- C. Socio-Economic and Cultural Context
- D. Global Environmental Problems and Root Causes
- E. Barriers to Addressing the Environmental Problems and Root Causes
- F. Current Baseline (Business-as-Usual Scenario) / Future Scenarios without the Project
- G. Alternatives to the Business-as-Usual Scenario
- H. Cost Effectiveness Analysis of Chosen Alternative

#### **SECTION 3: PROJECT STRATEGY**

- A. Objective, Components, Expected Outcomes, Targets, and Outputs
- B. Associated Baseline Projects
- C. Incremental Cost Reasoning
- D. Global Environmental Benefits
- E. Socio-Economic Benefits
- F. Risk Assessment and Mitigation
- G. Sustainability
- H. Innovativeness
- I. Replicability and Potential for Scaling Up
- J. Consistency with National Priorities, Plans, Policies and Legal Frameworks
- K. Consistency with GEF Focal Area and/or Fund(s) Strategies
- L. Linkages with other GEF Projects and Relevant Initiatives
- M. Consistency and Alignment with CI/IUCN Institutional Priorities
- N. Communications and Knowledge Management
- O. Lessons Learned During the PPG Phase and from other Relevant GEF Projects

#### SECTION 4: COMPLIANCE WITH CI-GEF PROJECT AGENCY'S ESMF

- A. Safeguards Screening Results and Project Categorization
- B. Compliance with Safeguard Recommendations

# SECTION 5: IMPLEMENTATION AND EXECUTION ARRANGEMENTS FOR PROJECT MANAGEMENT

- A. Execution Arrangements and Partners
- B. Project Execution Organizational Chart

# **SECTION 6: MONITORING AND EVALUATION PLAN**

- A. Monitoring and Evaluation Roles and Responsibilities
- B. Monitoring and Evaluation Components and Activities

## **SECTION 7: PROJECT BUDGET AND FINANCING**

- A. Overall Project Budget
- B. Overall Project Co-financing

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- Table 1: Risk Assessment and Mitigation Planning
- Table 2: Consistency with National Priorities, Plans, and Policies
- **Table 3:** Other Relevant Projects and Initiatives
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- Table 5: Safeguard Categorization
- Table 6: M&E Plan Summary
- Table 7: Planned Project Budget by Component
- Table 8: Planned Project Budget by Year
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- **APPENDIX II**: Project Timeline
- **APPENDIX III**: Project Results Monitoring Plan
- **APPENDIX IV**: GEF Tracking Tool/Core Indicators by Focal Area
- **APPENDIX V**: Safeguard Screening Form and Analysis
- APPENDIX VI: Safeguard Compliance Plans
  APPENDIX VII: Detailed Project Budget
- **APPENDIX VIII**: Co-financing Commitment Letters

Annex 2: Inclusive Initiative Project Framework from the Approved PIF

<b>Project Components</b>	Component	Project Outcomes	Project Outputs
	Туре		
Component 1: Local	INV	Outcome 1.1: Inclusive	Output 1.1.1: IPLC organizations
IPLC Action to Deliver		Conservation Initiative (ICI)	engaged in ICI Priority Geographies.
Global Environmental		Projects, led by IPLC	Output 1.1.2: Impact Strategies
Benefits (GEB):		organizations, have delivered	developed to guide project
Established on-the-		global environmental benefits.	implementation.
ground projects led		Indicator 1.1.1: Area of	
by IPLC organizations.		landscapes and marine habitat	Output 1.1.3: ICI Grant Portfolios
		under improved practices	developed and managed for
		(hectares; excluding protected areas). [Target: at least	implementation of Impact Strategies.
		3,000,000 ha]	Output 1.1.4: Activities implemented for
		Indicator 1.1.2: IPLC terrestrial	enhancing IPLC rights and governance of
		and marine protected areas	natural resources.
		under improved management	
		for conservation and	Output 1.1.5: Activities implemented for
		sustainable use (hectares)	improving management of natural and
		verified by the Management	cultural resources in IPLC lands and
		Effectiveness Tracking Tool	territories.
		(METT) adapted for ICI. [Target:	
		at least 480,000 ha]	Output 1.1.6: Activities implemented for
		Indicator 1.1.3: Number of ICI	addressing the drivers of environmental
		Impact Strategies delivering	degradation affecting IPLC sustainable
		IPLC-led conservation in areas of	development.
		high-biodiversity. [Target: at	
		least 8]	Output 1.1.7: Activities implemented to
		Indicator 1.1.4: Area of land	support the economic and financial
		restored (hectares). [Target: at	sustainability of IPLC-led conservation.
		least 75,000 ha]	
		Indicator 1.1.5: Greenhouse gas	Output 1.1.8: ICI Project Steering
		emissions mitigated (Metric	Committee launched and supported.

tons of CO<sub>2</sub>). [Target: at least 12M tons] *Indicator 1.1.6: Number of* direct beneficiaries disaggregated by gender as cobenefit of GEF investment. [Target: 60,000] Indicator 1.1.7: Percentage of male and female beneficiaries of ICI projects that report increased livelihood benefits to the communities (gender disaggregated). [Target: ≥50%] Indicator 1.1.8: Percentage of *ICI Projects integrating Gender* Responsive strategies. [Target: 100%] Indicator 1.1.9: Percentage of funding leveraged by subgrantees to sustain project activities. [Target: 30%]

Outcome 1.2: Project implementation capacity of IPLC partner organizations in priority geographies substantially increased. Indicator 1.2.1: Number of IPLC partner organizations that show at least 20% improvement in capacity assessment scorecards. [Target: 6-18] Indicator 1.2.2: Percentage of ICI supported projects that receive an overall project rating of "satisfactory" or better.

		[Target: ≥80%] <sup>i</sup> Indicator 1.2.3: Percentage of awardees from the Experiential Learning Program for IPLC Young Project Implementers who report increased skills and capacities to deliver their project outcomes. [Target: 75%]	Output 1.2.1: Capacity assessments and capacity building plans of IPLC partners in priority geographies prepared. Output 1.2.2: Project implementation capacities of IPLC grantee organizations in priority geographies substantially strengthened. Output 1.2.3: Experiential Learning Grants for IPLC Young Project Implementers awarded.
Component 2: Global	TA	Outcome 2.1: IPLC capacity	Output 2.1.1: ICI Learning Academy
IPLC Capacity		substantially strengthened	Curricula designed.
Building:		within and beyond ICI priority	Output 2.1.2: IPLC Inclusive
IPLC capacity		geographies.	Conservation Learning Academy
strengthened to		Indicator 2.1.1: Number and	established.
improve management		percentage of IPLC trainees who	Output 2.1.3: Organizational
of lands, territories,		successfully complete Learning	development and capacity building
waters, and natural		Academy training modules	curricula for IPLC organizations delivered
resources and		(disaggregated by gender,	through the ICLA.
increase access to		person-hours of capacity	Output 2.1.4: Learning Evaluation
public and long-term		building, affiliation, country,	completed of IPLC Inclusive
sustainable financing mechanism.		theme). [Target: at least 400,	Conservation Learning Academy.
mechanism.		50% women] Indicator 2.1.2: Capacity	
		building modules developed	
		with support of IPLC Inclusive	
		Conservation Learning Academy	
		(ICLA) from which 100% include	
		a Gender section. [Target: ≥10-	
		15]	

Indicator 2.1.3: Ratio of trainer to trainee committed by ≥75% of people who participated in capacity building delivered with support of IPLC Inclusive Conservation Learning Academy. [Target: 1:25] Indicator 2.1.4: Percentage of ICI partner organizations certified in project management. [Target: ≥70%]

Outcome 2.2: Cross-regional IPLC organization learning, partnerships and networks strengthened through ICI Learning Exchanges.

Indicator 2.2.1: Number of partnerships established to strengthen collaboration within and beyond priority geographies. [Target: ≥2-5 in each region]
Indicator 2.2.2: Percentage of IPLC Organizations who report greater capacity to advance IPLC-led conservation after participating at Learning Exchanges (disaggregated by gender, affiliation, country, theme). [Target: ≥75% reporting greater capacity]

Outcome 2.3: IPLC organizational capacity increased to formulate

Output 2.2.1: IPLC organizations mapped to strengthen collaboration within and beyond priority geographies.

Output 2.2.2: Inclusive Conservation Learning Exchanges delivered.

Output 2.3.1: Financial Opportunity Analysis completed.
Output 2.3.2: Capacity building in

Component 3 – IPLC	TA	sustainable financing strategies. Indicator 2.3.1: Number of ICI partner organizations that show at least 10% improvement in sustainable financing organizational capacity assessment scorecards. [Target: 4-16] Indicator 2.3.2: Percentage of ICI partner organizations that report greater capacity in proposal development and fundraising skills. [Target: 60%] Outcome 3.1:	Sustainable financing delivered.  Output 3.1.1: ICI Policy Coordination
Leadership in		Strengthened influence of IPLCs	Mechanisms developed to support IPLC
International		in relevant regional and	engagement across Rio Conventions and
<b>Environmental Policy:</b>		international decision-making	other fora.
Building the pathway		processes.	Output 3.1.2: ICI International
from local action to		Indicator 3.1.1: Number of IPLC	Environmental Policy Negotiations
global impact through		leaders who report greater	Curricula developed and delivered.
targeted engagement		opportunity to influence	Output 3.1.3: ICI International
in international		international environmental	Environmental Policy Fellows Program
environmental policy		policy through the support of ICI	established and supported.
fora and relevant		(disaggregated by gender,	Output 3.1.4: IPLC representation and
international		affiliation, IPLC status, county,	recognition increased at the Rio
platforms.		convention, and accreditation).	Conventions and other relevant
		[Target: ≥40, 50% women]	international conventions and platforms.
		Indicator 3.1.2: Number of ICI	
		partners engaging with and	
		providing technical support to	
		national delegations.	
		(disaggregated by gender,	
		affiliation, country, convention)	
		[Target: ~10]	

Component- 4 - ICI	TA	Outcome 4.1:	Output 4.1.1: ICI Knowledge
<b>Knowledge to Action:</b>		The field of IPLC-led	Management Platform established.
Transforming		conservation advanced with	Output 4.1.2: ICI Knowledge Products
Inclusive		improved knowledge	developed with IPLC organizations in
Conservation		management.	multiple languages and culturally
Knowledge and		Indicator 4.1.1: Publications,	appropriate formats.
Lessons Learned into		reports, communication	Output 4.1.3: ICI Community of Practice
demonstration		materials or tools that advance	established and supported.
models that expand		the field of IPLC-led	
support and advance		conservation [Target: ≥36]	
the field of IPLC-led		Indicator 4.1.2: Number of	
conservation.		partnerships identified in each	
		region to strengthen	
		collaboration outside priority	
		geographies and build linkages	
		with the ICI Community of	
		Practice. [Target >2-5	
		partnerships]	
		Indicator 4.1.3: Percentage of	
		IPLC organizations who report	
		greater collaboration after	
		participating in Community of	
		Practice (disaggregated by	
		gender, affiliation, country,	
		theme). [Target >75% IPLC	
		Organization]	Output 4.2.1: ICI communications needs
		Organization;	assessed, and communications strategy
		Outcome 4.2:	developed.
		Expanded audience engaged in	Output 4.2.2: ICI Communications
		IPLC-led conservation.	Program executed.
		Indicator 4.2.1: Number of	Trogram executed.
		average monthly visits to ICI	
		Knowledge Platform and visits	
		over life of the project. [Target:	
		500 average monthly visits/	
		30,000 average life of project]	
		28	

Indicator 4.2.2: Number of	
members of ICI Community of	
Practice (disaggregated by	
gender, IPLC status, county, field	
of expertise). [Target: ≥900]	
Indicator 4.2.3: Percent increase	
in project communications	
performance scorecard	
(disaggregated by priority	
geography). [Target: 10%]	

<sup>&</sup>lt;sup>i</sup> This result will be linked to the GEF Independent Evaluation Office (IEO) findings for the overall GEF portfolio.

# Annex 3: ESMS Questionnaire – to be completed as a preparation for the Formal ESMS Screening or the ESMS Self-Assessment

Template -ESMS Screening & Clearance Report (GEF&GCF)



Date template: 6 May 2020

# A. Project summary

To be completed by project proponent
Please summarise the project briefly using no more than one page. The summary can be in form of bullet points. Include goal/objectives, expected results/outcomes,
outputs (project deliverables) and in particular the project's main activities. Please also describe the project sites and the project area of influence.

# Guidance on completing the questionnaire

• Answer the questions in the 'Project proponent' column by selecting 'Yes, no, potentially (maybe) or not applicable (n/a)'; in the second column provide additional information - describing the risk, whether it will need to be further **assessed**, and/or how the risks will be **avoided or managed** (minimized or mitigated).

- If you don't have the required information, describe how you would gather the data during the project preparation phase or during project implementation. Please note that additional activities identified and specified in this exercise will either need to be integrated into the ToR for the risk assessment or into the project design as project activity. E.g. if you describe that land rights of local communities will be assessed, this either needs to be included in the ToR of a social assessment or specified as project activity.
- If the information requested can be found in the project proposal, please also reference the specific section of the proposal where this stated.

# B. Assessment of social or environmental impacts

Please consider not only direct environmental and social impacts but also potential indirect <sup>i</sup> , cumulative <sup>i</sup> and transboundary impacts as well as impacts of associated facilities <sup>i</sup>				
	Project proponent		IUCN ESMS Reviewer	
	Yes,no, maybe, n/a	Answer question and describe how the project will assess, avoid or manage the identified risks	Comments, additional considerations	
Gender equality and risks (including gender-based violence)	L			
<ol> <li>Is there a risk that the project may discriminate against women or other groups based on gender with regards to access to resources, services, or benefits provided by the project? Note that equality in the process of designing the project is discussed in section D.</li> </ol>				
2. Is there a risk that project activities inadvertently create, exacerbate or perpetuate gender-related inequalities or have adverse impacts on the situation of women and girls?				
3. Is there a risk that the project potentially <b>limits</b> women's <b>ability to use, develop</b> or protect natural resources, taking into account different roles and positions of women and men in accessing environmental goods and services?				
4. Is there a risk that the project might aggravate risks of <b>gender-based violence</b> (including sexual harassment, sexual exploitation or sexual abuse)? Is there a risk that persons employed or engaged by the project executing agency or through third parties to perform work related to core functions of the project might engage gender-based violence? Have any such incidents been reported in the past?				
Conclusion of ESMS Reviewer on <sup>i</sup>		Estimated likelihood of risks (1-5):	Estimated impact (1-5):	
Risk of affecting vulnerable groups				
<ol> <li>Has the project site been assessed on the presence of vulnerable or disadvantaged groups or individuals. Please name the groups; ensure that those referred to in the footnote were considered in the analysis.</li> </ol>				
6. Is there a likelihood that project risks and negative impacts fall disproportionately on disadvantaged or vulnerable individuals or groups? Consider impacts on material and on non-material livelihood conditions. Also consider changes in land use and/or tenure arrangements with a risk of disproportionately affecting vulnerable				

groups, including people coming from outside the project area such as internally displaced people.			
7. Is there a risk that the project might <b>discriminate</b> against vulnerable			
groups with to access to resources, services, or benefits provided by			
the project? Note that inclusivess in the process of designing the			
project is discussed in section D.			
Conclusion of ESMS Reviewer on	•	Estimated likelihood of risks (1-5):	Estimated impact (1-5):
Risks of violation human rights, including substantive and pro	cedura	l rights	
8. Could the project lead to adverse impacts on enjoyment of the			
human rights (civil, political, economic, social or cultural) of			
individuals or groups? In terms of economic rights, consider in			
particular their ability to access services or resources essential to			
basic needs (e.g. health or education, drinking water, productive			
resources, sources of income, subsistence food production).			
9. Is there a likelihood that the project might lead to <b>elite capture</b> , to			
unjustified preferential treatment of individuals or groups (e.g. in			
terms of access to resources or services provided by the project) or			
to the formal or de facto restriction or exclusion of groups from			
access to such resources or services?			
10. Is there a likelihood that the project would lead to future exclusion of			
individuals or groups from participating in decisions that may affect			
them (e.g. on natural resource management)?			
11. Is there a likelihood that the project might contribute to the			
discrimination or marginalization of specific groups? (only mention			
situations not specified in any of the questions above)			
12. Is there any history of injustice or abuse of human rights in the			
project area/s, including evictions and failure to compensate people			
for their land and/or assets when the protected area was			
established?			
Conclusion of ESMS Reviewer on		Estimated likelihood of risks (1-5):	Estimated impact (1-5):
Community health, safety and security			
13. Has the region where the project is located been subject to civil war,			
inter-ethnic conflict, insurgency in the last 10 years. If so, please			
describe briefly			
14. Is the region where the project is located affected by <b>organized</b>			
poaching, drug cultivation or trafficking, or other organized			
crime. If so, please briefly summarize the situation including			
implications on the safety of the local population.			
15. Will the project work in a transboundary region (including coastal			
and marine areas)? If so, are there areas affected by organized			
smuggling (wildlife products, drugs, etc.), trafficking in persons or			
illegal migration?			

16. Will the project support PA management and/or provide support for law enforcement activities? If yes, please briefly describe relevant project activities and answer questions a-d. Otherwise, skip to question 17			
Which agencies are responsible for law enforcement in the project area? Do they include any community organizations or private companies?			
b. Do park rangers or other law enforcement personnel carry firearms in the course of their duty?			
c. Has there been any conflict between the management of the protected area/s and local people in the last 5 years? If so, what were the causes of the conflict (e.g. poaching, logging, disputes over access rights, artisanal mining)?			
d. Have there been any formal complaints, investigations or press reports relating to law enforcement activities in the project area?			
17. Could the project potentially increase the risk of <b>human–wildlife conflicts</b> in the project areas, including injury or loss of life among people or loss of assets (e.g. crops, livestock)?			
18. Is there a risk that project activities might weaken <b>community institutions</b> or disrupt social interactions in the project areas?			
19. Is there a potential risk that the project could exacerbate <b>existing conflicts</b> or generate conflicts in the project area, aside from issues mentioned above?			
20. Is there a risk that the project exposes local communities to accidents or increases their vulnerability to natural hazards or disasters? This would include exposure to hazardous substances, accidents involving vehicles and equipment, and risks related to infrastructure built by the project, in particular in areas subject to floods, hurricanes, earthquakes, etc.			
21. Could the project cause or exacerbate health and safety risks through changes related to water infrastructure (e.g. by changing flows into water infrastructure, triggering water-born or -based diseases) or through increasing risks of other vector-borne diseases or communicable infections? Examples include the creation of stagnant water bodies, livestock activities affecting quality of portable water etc.			
22. Is there a probability that the project could have adverse impacts on community <b>health and safety</b> through reduction in local <b>air quality</b> (e.g. through generation of dusts, burning of wastes, or burning fossil fuels and other materials in improperly ventilated areas)?			
Conclusion of ESMS Reviewer on	Estimated likelihood of risks (1-5): Estimated impact (1-5):		
Labor and working conditions affecting project workers – please note that project workers include people directly employed on the project, partner agency personnel (e.g.			

park rangers), people employed by contractors, community workers and people eng	aged in co	ommunity work programs (see definition in footnote)	
23. Is there a risk that the project might involve or lead to working			
conditions that do <b>not meet national labour laws</b> and international			
commitments (e.g. through discriminatory working conditions, lack of			
equal opportunity, lack of clear documentation of employment terms,			
failure to prevent harassment or exploitation etc.)? Consider also			
work executed by contractors.			
24. Will the project work with community rangers or other local			
volunteers? If so, for what kind of activities?			
25. Are project workers (e.g. rangers, community patrols) exposed to the			
risk of violence in the course of their duties (e.g. exposure to armed			
poachers or criminal groups involved in drug trafficking)?			
26. Is there a risk that project workers including volunteers or people			
engaged in community work programs might be exposed to			
occupational health and safety (OHS) risks including risks related			
to vehicles and equipment, chemical or biological hazards, exposure			
to infectious and vector borne diseases and specific threats to			
women?			
27. Are there any circumstances in which the project may be involved			
with <b>forced labor</b> (e.g. any work or service which someone has not			
volunteered for and is forced to do) or harmful child labor <sup>i</sup> ? Child			
labor would be considered harmful if it interferes with a child's			
education or could be detrimental to a child's health or mental,			
spiritual, moral, or social development. Please consider direct and			
indirect work relationships (e.g. project workers, workers of project			
partners, including farms and other enterprises that receive benefits			
or services from the project).			
Conclusion of ESMS Reviewer on		Estimated likelihood of risks (1-5):	Estimated impact (1-5):
Resource efficiency, pollution, wastes, chemicals and GHG em	nissions		
28. Is there a risk that the project might lead to releasing <b>pollutants</b> to			
the environment or increased generation of waste or waste water			
due to routine or non-routine circumstances with the potential for			
adverse local, regional, and/or transboundary impacts? Consider in			
particular hazardous waste.			
·			
29. Does the project activities involve a significant use of energy, water			
or other resources? If yes, explain how it will be ensured that			
resources are used efficiently.			
30. Might the project use or promote the use of chemicals or other			
hazardous materials subject to international bans, restrictions or			
phase-outs?)i Please note that the use of pesticides are covered in			
the Biodiversity Standard (Section C4).			

31. Will the project lead to significant increases of greenhouse gas				
emissions or to a substantial reduction of carbon pools (e.g. through				
loss in vegetation cover or below and above ground carbon stocks)?				
Conclusion of ESMS Reviewer on	Estimated likelihood of risks (1-5):	Estimated impact (1-5):		
Climate Change (risks of project design failing to take climate ch	nange into account)			
32. Have the historical, current, and future trends in climate variability				
and change including <b>climate sensitivity</b> been analysed in the				
project area?				
33. Are changes in biophysical conditions in the project area triggered by				
climate change expected to impact people's livelihoods? Are some				
groups more <b>vulnerable</b> than others (e.g., women or marginalized/				
vulnerable groups)?				
34. Is there a risk that climate variability and changes might affect the effectiveness of project activities or the sustainability of intended				
changes? If yes, explain how the project intends to lower such risk.				
35. Is there a risk that project activities potentially increase the vulnerability of <b>local communities</b> or the <b>local ecosystem</b> to climate				
variability, temperature increases or climate hazards (e.g., floods,				
droughts, wildfires, landslides, cyclones, storm surges, etc)?				
36. Explain whether the project seek opportunities to enhance the				
adaptive capacity of communities and ecosystem to climate change?	E (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Conclusion of ESMS Reviewer on	Estimated likelihood of risks (1-5):	Estimated impact (1-5):		
Other environmental or social risks				
37. Please list in the row(s) below any other identified direct, indirect				
(induced or cumulative), and transboundary environmental and social				
risks, and the risks and impacts of associated facilities:				
Conclusion of ESMS Reviewer on	Estimated likelihood of risks (1-5):	Estimated impact (1-5):		
		Estimateu impact (1-5).		
Overall conclusion of ESMS Reviewer on negative Social and/or Environmental Impacts				
Have negative environmental or social impacts been identified? Are				
assessments required to better understand the impacts? What specific				
topics are to be assessed? Have measures for avoiding impacts already				
been considered? Are they sufficient?				

# C. Potential impacts related to ESMS standards

C1: Standard on Involuntary Resettlement and Access Restrictions<sup>i</sup>

Project proponent	IUCN ESMS Reviewer

	Yes,no, maybe, n/a	Answer question and describe how the project will assess, avoid or manage the identified risks	Comments, additional considerations
1. Will the project involve resettling people or communities involuntarily		Shaded cells do not need to be filled out	Shaded cells do not need to be
and/or acquiring their land (e.g. for the creation of a strict nature			filled out
reserve or reducing the threat of wildlife related incidents for			
communities living in reserves)? if yes, answer a-b below			
a. Describe the project activities that require resettlement.			
b. Have alternative project design options for avoiding resettlement			
been rigorously considered?			
2. Is there a risk that the project will involve forced eviction?			
3. Does the project include activities that might cause economic			
displacement by restricting peoples' access to land or natural			
resources where they have recognized rights (legally or customarily			
defined)? Please consider the following activities: establishing new			
protected areas (PA) or extending the area of an existing PA, improving			
enforcement of PA regulations (e.g. training guards, providing			
monitoring and/or enforcement equipment, providing training/tools for			
improving management effectiveness), constructing physical barriers			
that prevent people accessing certain places; changing how specific			
natural resources are managed to a management system that is more			
restrictive <sup>i</sup> ; <b>if yes, answer a-h below</b>			
Answer only if you answered yes to item 3			
a. Indicate the project <b>activities</b> that (might) involve restrictions <u>and</u>			
the respective land or resources to be restricted including			
communal property and natural resources (e.g. marine and aquatic			
resources, timber and non-timber forest products, fresh water,			
medicinal plants, hunting and gathering grounds and grazing and			
cropping areas.			
b. Based on a thorough analysis of the legal framework regulating land			
tenure and access to natural resources (broken down by different			
social groups including women and ethnic/indigenous groups), can			
it be confirmed that restrictions implemented by the project might			
affect groups or individuals who have <b>recognized</b> rights to the			
respective land or natural resources? Or would the restrictions			
potentially affect individuals who do <b>not have recognized</b> rights but			
are highly dependent on the land/resource? If both questions are			
answered with no, skip to question 4; otherwise continue			
c. Is there a risk that project induced access restrictions will negatively			
affect people's livelihoods? Consider impacts due to			
Loss of access to natural resources in a particular area,			
Loss of access to flatinal resources in a particular area,     Loss of access to social services such as schools, health care etc,			
- Lede of decess to social services such as schools, ficallif care etc,	1		I

<ul> <li>Change of quality/quantity of resources a household can access,</li> <li>Change in seasonal access to a resource,</li> <li>Change in types of assets needed to access resources;</li> </ul>	
If yes, please elaborate on the different livelihood elements that are affected, explain who might be affected and describe impacts.  Distinguish between social groups (incl. vulnerable groups, indigenous peoples), men and women; also consider impacts of restrictions on people coming from outside of the project area.	
If yes, answer d-h below; otherwise skip to question 4  d. Have strategies been considered to avoid restrictions by making	
changes to project design? If yes, explain.	
e. If it is not possible to avoid restrictions, will the project include measures to minimize or compensate for impacts from loss or restrictions of access? Please describe the measures.	
f. Are eligibility criteria established that define who is entitled to benefit from these measures? Are they transparent and fair (e.g. in proportion to their losses and to their needs if they are poor and vulnerable)?	
g. Are these measures culturally appropriate and gender inclusive? Does the geographical scale of the measures match the scale of the restrictions (e.g. will measures be accessible to all groups affected by the restrictions)?	
<ul> <li>h. Has a process been implemented or started to obtain consent from groups that are likely to be negatively affected by restrictions?</li> <li>Please describe the process (who has been consulted and how).</li> </ul>	
4. Will/might the project require the <b>acquisition of land</b> for purposes other than the conservation objectives described above? E.g. for building (communal) infrastructure (development of water tanks, irrigation canals, access roads etc.). If yes, describe the legal status/ownership of the land that might be subject to land acquisition. If voluntary donations are considered, explain how it will be ensured that no pressure or coercion is involved.	
Conclusion of ESMS Reviewer on the Standard on Involuntary Resett	tlement and Access Restrictions
What are the main gaps with regards to the provisions of the Standard? What are the main risks and who are the main groups potentially affected? Are assessments required to better understand the impacts and identify mi	
measures? What specific topics are to be assessed?  Have measures for avoiding impacts already been considered? Are they sufficient? What safeguard tools are to be prepared (e.g. Process Framewo	vork)?
When would the tools need to be available (complete and accepted)? Whe the tools need to be available (complete and accepted)?	'

Standard triggered? (Yes / No / TBD)	Estimated likelihood of risks (1-5):	Estimated impact (1-5):

# C2: Standard on Indigenous Peoples i

	Project proponent		IUCN ESMS Reviewer
	Yes,no, maybe, n/a	Answer question and describe how the project will assess, avoid or manage the identified risks	Comments, additional considerations
Does the project site <sup>i</sup> overlap with lands or territories claimed indigenous peoples, tribal peoples or other traditional peoples? If yes, answer questions a-i			
2. Even if indigenous groups are not found at the project sites, is there still a risk that the project could affect the rights and livelihood of indigenous peoples?. If yes, answer questions a-i			
Answer only if you answered yes to 1 or 2 above.		<del>,</del>	
<ul> <li>Name the groups; distinguish, if applicable, the geographical areas of their presence (including the areas of resource use) and how these relate to the project's area of influence.</li> </ul>			
b. What are the key characteristics that qualify the identified groups as indigenous groups? Do these groups identify themselves as indigenous? And how does the host country's Government refer to these groups?			
c. Explain whether communities have traditionally lived in the project site or whether there are groups or some households who have moved from their traditional area to the project site to be in or near a protected area for economic reasons. <sup>1</sup>			
d. Is there a risk that the project affects their livelihood through physical or economic displacement? While this is covered in section C2, if yes, please specify the indigenous groups affected. For projects promoting protected areas, distinguish between communities whose traditional resource use areas overlap with the PA, even before it was created, from those who have a recent history and presence there.			
e. Is there a risk that the project affects indigenous peoples' rights or livelihood by using or commercially developing natural resources on lands and territories claimed by them, by affecting their traditional livelihood, their self-determination, cultural identity, values and practices, or their development priorities?			
f. Is there a risk of affecting the cultural heritage of indigenous peoples by using or contributing to the <b>commercialisation</b> of			

indigenous peoples' <b>traditional knowledge</b> (including ecological) or practices?			
g. Are any indigenous groups living in voluntary isolation? If yes, how does the project respect their rights (paying attention to national laws on the matter) and avoid any negative impacts?			
h. Explain whether and how legitimate representatives of indigenous groups have been <b>consulted</b> to discuss the project and better understand potential impacts upon them? Has a process been started or implemented to achieve their free, prior and informed consent ( <b>FPIC</b> ) to activities that might affect them (positively or negatively)?			
i. Explain whether opportunities are considered to provide benefits for indigenous peoples? If yes, is it ensured that this is done in a way agreed with them and is culturally appropriate and gender inclusive?			
Conclusion of ESMS Reviewer on the Standard on Indigenous People	S		
What are the main gaps with regards to the provisions of the Standard?			
What are the main risks and who are the main groups potentially affected?			
Are assessments required to better understand the impacts and identify mitigation measures? What specific topics are to be assessed?			
Have measures for avoiding impacts already been considered? Are they sufficient? What safeguard tools are to be prepared (e.g.Indigenous Peoples Plan)? When would the plans need to be available (complete and accepted)?			
Standard triggered? (Yes / No / TBD)		Estimated likelihood of risks (1-5):	Estimated impact (1-5):

# C3: Standard on Cultural Heritage

	Proje	ct proponent	IUCN ESMS Reviewer	
	Yes,no, maybe, n/a	Answer question and describe how the project will assess, avoid or manage the identified risks	Comments, additional considerations	
1. Is the project located in or near a site officially designated or proposed as a cultural heritage site (e.g., UNESCO World Cultural or Mixed Heritage Sites, or Cultural Landscapes) or a nationally designated site for cultural heritage protection? if yes, answer a-c below				
<ol> <li>Does the project site include important cultural resources such as burial sites, buildings or monuments of archaeological, historical, artistic, religious, spiritual or symbolic value? if yes, answer a-c below</li> </ol>				
3. Does the project area site include any natural features or resources that are of cultural, spiritual, or symbolic significance (such as sacred				

			-
natural sites, ceremonial areas, or sacred species)? <b>if yes, answer a- c below</b>			
<ul> <li>a. Will the project involve development of infrastructure (e.g. roads, building, dams) or construction of buildings (e.g. visitor centre, watch tower)?</li> </ul>			
b. Will the project involve <b>excavation</b> or movement of earth (e.g. for slope restoration, landslides stabilisation), flooding or physical environmental changes (e.g., as part of ecosystem restoration)?			
<ul><li>c. Is there a risk that physical interventions described in items a. and</li><li>b. might affect known or unknown (buried) cultural resources?</li></ul>			
4. Will the project restrict local users' <b>access</b> to cultural resources or natural features/sites with cultural, spiritual or symbolic significance?			
5. Is there a risk that project activities might affect <b>in-tangible cultural resources</b> such as values, norms or practices of local communities?			
6. Will the project promote the use of or the development of economic benefits from cultural heritage resources or natural features/sites with cultural significance to which local communities have recognized rights (legally or customarily defined)?			
Conclusion of ESMS Reviewer on the Standard on Cultural Heritage			
What are the main gaps with regards to the provisions of the Standard?			
What are the main risks and what are the main receptors (groups, resource potentially affected?	s)		
Are assessments required to better understand the impacts and identify min measures? What specific topics are to be assessed?	igation		
Have measures for avoiding impacts already been considered? Are they sufficient? What are the safeguard tools to be prepared (e.g. Chance Find procedures)? When would these need to be available (complete and accep	ted)?		
Standard triggered? (Yes / No / TBD)		Estimated likelihood of risks (1-5):	Estimated impact (1-5):

# C4: Standard on Biodiversity Conservation and Sustainable Use of Natural Resources

	Proje	ct proponent	IUCN ESMS Reviewer	
	Yes,no, maybe, n/a	Answer question and describe how the project will assess, avoid or manage the identified risks	Comments, additional considerations	
Is the project located in or near areas     legally protected or officially proposed for protection including reserves according to IUCN Protected Area Management Categories I - VI, UNESCO Natural World Heritage Sites, UNESCO Biosphere Reserves, Ramsar Convention on Wetlands				

	<ul> <li>recognised for their high biodiversity value and protected as such by indigenous peoples or other local users</li> <li>which are not covered in existing protection systems but identified</li> </ul>		
	by authoritative sources for their high biodiversity value		
2.	If there are any project activities proposed within or adjacent to areas high of biodiversity value or critical habitats <b>described above</b> , is there a risk of causing <b>adverse impacts</b> to biodiversity and the integrity of the ecosystems? Consider activities such as infrastructure works (e.g. watch tower, facilities, access roads, small scale water infrastructure) or ecotourism activities and impacts from inadequate waste disposal, disturbance of nesting sites, slope erosion through hiking trails etc. Consider both construction and use phases.		
3.	Is there a risk of <b>significant adverse impacts</b> on biodiversity <b>outside areas of high biodiversity value</b> , through infrastructure development, plantation development (even small scale) or other activities e.g. through the removal of vegetation cover, creation of soil erosion and/or debris deposition downslope, or other disturbances? Consider both construction and use phases.		
4.	Is there a risk that the project affects areas of high biodiversity value <b>outside the project area</b> , e.g. by procuring natural resource commodities from other geographies (e.g. timber used for watch towers etc.)? If yes, explain whether appropriate industry-specific sustainability verification practices be used.		
5.	Will the project introduce or use <b>non-native species</b> (flora and fauna), whether accidental or intentional? Consider activities such as reforestation, erosion control or dune stabilisation or livelihood activities (e.g. aquaculture, farming, horticulture etc.). If yes, explain how the risk of the species developing invasive characteristics is managed?		
6.	Is there a risk that the project might create other pathways for spreading <b>invasive species</b> (e.g. through creation of corridors, import of commodities, tourism or movement of boats)?		
7.	Is there a risk that the project negatively affects <b>water dynamics</b> or <b>water flows</b> through extraction, diversion or containment of surface or ground water (e.g., through dams, reservoirs, canals, levees, river basin developments, groundwater extraction) or through other activities and as such affects the hydrological cycle, alters existing stream flow and/or reduces seasonal availability of water resources?		
8.	Is there a risk that the project affects <b>water quality</b> of surface or groundwater (e.g., contamination, increase of salinity) through irrigation/ agricultural run-off, water extraction practices, influence of livestock or other activities?		

<ol> <li>Will the project involve or promote the application of pesticides, fungicides or herbicides (biocides)? Also consider the use of integrated pest management.</li> </ol>			
10. Will the project involve handling or utilization of genetically modified organisms/living modified organisms?			
11. If the project promotes the use of living natural resources (such as Non-Timber Forest Products) from natural habitats, how will the project ensure that harvest rates are controlled/ monitored?			
12. Does the project promote the use of <b>genetic resources</b> from natural habitats (e.g. harvesting, market development), and if so, what are the measures for access and benefit-sharing relating to these?			
13. Is there a risk that the project could give rise to an increase of incoming migration and population increase, which could put a strain on the existing natural resource base?			
14. Could the project result in <b>noise and vibration</b> from construction and maintenance equipment, traffic and activities, which may disturb sensitive fauna receptors, including underwater noise impacts on fish and marine mammals?			
Conclusion of ESMS Reviewer on the Standard on Biodiversity Conse	rvation	and Sustainable Use of Natural Resources	
What are the main gaps with regards to the provisions of the Standard?			
What are the main risks and what are the main receptors (areas, species e potentially affected?	tc.)		
Are assessments required to better understand the impacts and identify mineasures? What specific topics are to be assessed?	tigation		
Have measures for avoiding impacts already been considered? Are they sufficient? What are the safeguard tools to be prepared (e.g. Pest Managel Plan, Protocol for Species Selection)? When would these tools need to be available (complete and accepted)?	ment		
Standard triggered? (Yes / No / TBD)		Estimated likelihood of risks (1-5):	Estimated impact (1-5):

# D. Integrating ESMS Principles in Project Design

The below table reviews the project and its design process on adherence to the ESMS Principles. The principles are described in the ESMS Manual. Please note that the Guidance Note on Stakeholder Engagement represents a new policy provision and delineates further requirements for consultation and involvement of stakeholder during project design and implementation.				
	Projec	t proponent	<b>IUCN ESMS Reviewer</b>	
	Yes,no, maybe, n/a	Answer question, provide further detail where relevant	Comments, additional considerations	

	Has a <b>Stakeholder Analysis</b> been done and documented identifying a project's key SH, assessing their interest in the project, ways in which they may influence the project's outcomes and how they might be impacted by project activities (positively or negatively)?		
2.	Does the analysis differentiate between women and men, and along key axes of social differentiation, where relevant?		
	Has information about the project and potential risks (ESIA, ESMP) been <b>disclosed</b> ? If yes, indicate the sites. If not, explain how and when this will happen.		
4.	Have <b>consultations</b> been held with relevant groups to discuss the project concept and risks? Were consultations conducted in a meaningful and culturally appropriate way? Provide details about the form of consultations and the groups involved.		
	Have women and men been provided <b>equal opportunities</b> in terms of participation and decision-making throughout the identification and design of the project? Have provisions been made to ensure the same for implementation, monitoring and evaluation of the project? Please provide details.		
6.	Has a <b>gender analysis</b> , socio-economic assessments or the equivalent been applied to inform gender-responsive design, implementation, monitoring and evaluation		
7.	While gender risks have been covered in section B, briefly describe how the project is likely to improve gender equality and women's empowerment.		
8.	Have <b>vulnerable groups</b> such as disadvantaged or marginalized people been consulted or stakeholders that might be negatively affected? Please provide details about the groups, the consultations and results of the consultations.		
9.	Is the project in full <b>compliance with laws and regulations</b> of the host country incl. those implementing obligations under international laws (incl. provisions for impact assessment, disclosure and consultation)? Are relevant licenses or permits available?		
Co	nclusion of ESMS Reviewer		
fuli wh	e ESMS requirements on stakeholder engagement, disclosure and grievance illed to satisfactory level? What additional actions need to be carried out and en? What actions to be implemented during the project should be included in MP or the Stakeholder Engagement Plan?	d by	