Request for Proposals (RFP)

RFP # 1

For the provision of an

E-learning module for the CI-GEF/GCF Project Agency’s ESMF

Contracting Entity:

CI-GEF/GCF Project Agency

Funded under:

CI-GEF/GCF Project Agency

Date:

February 12, 2021
Section 1. Instructions and General Guidance

1.1 Introduction

CI, the Buyer, is soliciting offers from an experienced individual or firm to submit proposals to design, develop and publish an e-learning module for the CI-GEF/GCF Project Agency’s Environmental and Social Management Framework (ESMF).

This RFP does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation and submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI.

1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address: cigef@conservation.org

Offers must be received no later than 9am EST on March 01, 2021. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers will not be considered.
1.3 Instruction for Offerors

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

- Contact information, including website, email, phone and physical address of key contact. Include the locations (if in the U.S.) and countries where the team members are based.
- Proposed timeline for the development and delivery of the module, including significant milestones, deliverables, and review periods.
- A breakdown of the job functions required for this proposal.
- Project assumptions.
- Costs for:
  - design and development
  - illustrations and animations
  - integration into e-learning format
  - other important cost considerations

The cost is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The price of the contract to be awarded will be an all-inclusive. No profit, fees, taxes, or additional costs can be added after award.

Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Currency. The cost shall also include a budget narrative that explains the basis for the estimate of every cost element or line item.

Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. CI reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror’s proposed cost.

- Samples of work and/or link(s) to offerors portfolio and client testimonials. Individuals should also send a C.V.

1.4 Chronological List of Proposal Events

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

- **RFP issued**  
  February 12, 2021
- **Deadline to indicate intention**  
  February 19, 2021
- **Deadline for written questions**  
  February 19, 2021
- **Proposal due date**  
  March 01, 2021

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

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capability requirements, and is determined to represent the most advantageous to CI.

<table>
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<tr>
<th>Evaluation Criteria</th>
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<tr>
<td>1. Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?</td>
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<tr>
<td>2. Does the proposed approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
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<td>3. Does offeror demonstrate experience with appropriate tools such as Storyline or other authoring tools, and have produced similar e-learning products with excellent client testimonials?</td>
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<td>4. Does the offeror and proposed team members have the necessary qualifications, experience and capabilities to carry out the Scope of Work?</td>
<td>10</td>
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<td>5. Is the proposed cost the lowest?</td>
<td>25</td>
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Section 2. Scope of Work, Deliverables, and Deliverables Schedule

2.1. Scope of Work

The scope of work includes developing a look and feel, storyboarding, wireframing, creating graphics and media if necessary, and producing a finished, SCORM-compliant product. Content and script for this module is attached (Annex A).

Audience: CI-GEF/GCF project grantees executing GEF and GCF funded projects. The CI-GEF/GCF Project Agency currently has ~50 project and the project teams are located in over 40 countries in Latin America, Africa and Asia-Pacific.

Finished length: Maximum duration of 60 minutes.

Learning objective: To increase project teams’ knowledge and understanding of the ESMF, it’s requirements, and how it contributes to successful conservation outcomes.

Performance outcomes: Participants successfully complete the module and report an increase in their knowledge and understanding of the ESMF (via the pre and post surveys).

Level of interactivity: Interactive lesson to aid on-the-job-performance (Questions asked at the application level rather than at the memory level and include scenarios, story-
based learning and other instructional cues. Assessments aligned to learning objectives and outcomes).

Level of animation: basic illustration and non-audio animation for scenes described in Annex A

Narration: None

Translation: No translation required at this time but module to be translation-friendly as module will be translated into Spanish, French, Portuguese, Bahasa Indonesia, and other languages in the near future.

508 Compliant: No but design should take into consideration the needs (e.g. colors and font size) of people who are differently-abled.

Assessments: Evaluation at the end of each chapter with participants requiring 80% correct answers (with unlimited attempts) before proceeding to the next chapter. Evaluation questions and answers are provided in Annex A.

Technical requirements: Learning Management System (LMS): Net Dimensions and Oracle Learn; streamed online; hosted by CI e-learning platform, e-campus; Storyline preferable; printable and downloadable certificate of completion auto-generated.

Tracking and Reporting: Interested in understanding the profile of registered participants, average time spent on module, number of successful participants, number of participants by project, report on pre and post surveys administered, and other meaningful information to understand the users’ experience and to improve the design of the module.

Shelf life: Evergreen with periodic update to content.

Estimated launch date of module: 06/01/2021

Intellectual Property Rights: Conservation International shall own any data, creative works and/or inventions created, gathered, discovered, obtained, or developed by the instructional designer. Any reproduction, translation, derivation, distribution or other use of this work is prohibited without the express permission of CI.

2.2. Proposed Deliverables/Milestones (Offeror to indicate timeframe for deliverables/timetables, and may suggest alternative deliverables/milestones for consideration)

Deliverables/Milestones
1. Storyboard
2. Wireframe (published in Storyline) – straightforward framework with fully functioning navigation, interactives and quizzes; use of greyscale text and graphic placeholders rather than full graphics, color schemes, special fonts, etc.

3. Graphic proposal (PowerPoint) – two treatments or graphic options developed

4. Alpha (published in Storyline) – polished, copy-edited and complete, which is computer-generated at this stage

5. Alpha testing (server) for representative target audience


7. Beta testing (LMS) – technical test to see if the mechanics work correctly

8. Final published files in three formats (LMS, CD, web)

2.3 Attachments:
Annex A: Script and content for e-module

Script for CI-GEF/GCF Project Agency’s ESMF Training Module

Introduction

This Environmental and Social Management Framework (ESMF) training module is intended for project teams implementing GEF and GCF projects led by Conservation International (CI) and is mandatory for the project lead/manager. The project lead/manager should encourage all members of the team, particularly the finance lead and gender/safeguards lead to complete the module. Besides the project team, anyone wishing to learn about the ESMF is welcome to complete the module.

The module is divided into five chapters covering the topics of the ESMF and should take about an hour to complete. Each chapter consist of an evaluation at the end which must be successfully completed before moving on to the next chapter.

Participants who successfully complete the module will be awarded a printable Certificate of Completion. There is no cost to the participant to register or complete the module.

The module is available in English [and Spanish] at this time; other languages will be added in the near future. The module may be updated periodically based on the revised requirements of CI, GEF and GCF.

This training module serves as an overview of the CI-GEF/GCF’s ESMF which is a comprehensive document and will not be covered in detail in this module. Project teams are encouraged to familiarize themselves with the full ESMF document, and to retake the training every two years to reacquaint themselves with the ESMF and to stay up to date with any revisions made to the ESMF.

If you have questions or require further information, please contact the CI-GEF/GCF Project Agency.

Please register here to proceed.

To navigate the module, ...

(Menu/chapter bar at bottom to let student know where they are in the module, and next and back ->)

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Time estimate (~60 mins):

05: Introduction, registration, and pre and post surveys.

05: Purpose of the ESMF

20: Overview of the Policy on Environmental and Social Safeguards (ESS) and the ESS Standards

15: Policy on Gender and how to integrate gender into the project design and implementation

10: Policy on Stakeholder Engagement

05: Policy on Accountability and Grievance mechanism
Registration information required and to be collected:

1. Name:
2. Gender: (select from drop down list: male, female, non-binary, prefer not to say, other)
3. Location (city, country):
4. Organization name:
5. Type of organization: (select most suitable from drop down list: international NGO, local NGO, government agency/ministry, private sector, academia, cooperative, women group, men group, youth group)
6. Affiliation to project: EA, EE, supporting partner, donor, consultant, other
7. Project name: (select from drop down list)
8. Role in project (select from drop down list: project lead/manager, finance lead/manager, finance support, admin support, safeguards lead/manager, safeguards support, gender lead, gender support, ESMF lead/manager, ESMF coordinator,
9. Time spent on project (select from drop down list: full-time, part-time, none)
10. Contractual arrangements: (select from drop down list: permanent staff, short-term consultant, long-term consultant, other)

Pre-training survey
Answer the following questions on a scale of 1 to 5, with 1 being the least well and 5 being the most well.

How well do you understand the purpose of the Environmental and Social Management Framework?
1 2 3 4 5

How well are you familiar with the Environmental and Social Safeguard (ESS) Standards of the ESMF?
1 2 3 4 5

How well do you understand the ways to integrate gender into your project?
1 2 3 4 5

How well do you understand the contribution of stakeholder engagement to project success?
1 2 3 4 5

How well do you understand what a grievance mechanism entails?
1 2 3 4 5

Chapter 1: Purpose of the ESMF

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At Conservation International (CI), we implement projects to protect nature for the well-being of humanity and all life on Earth. Sometimes though, our good intentions may have blind spots in the design of the projects or how we implement activities. As such, we may cause unintended and negative impacts on the environment and people. For instance:

**Animation 1:** A mangrove project sets up a conservation zone without considering the how local people use the area. Men use the area on a regular basis to dock their boats, repair nets and clean their catch; small-scale fishing this is their main source of income. Women use the area occasionally to collect mussels when there isn’t food at home to cook and to harvest crabs during the crab season which they sell and the income is used to purchase school uniform for their children. Due to the ban on all activities in the mangrove area without consultations of the men and women who use the area, the project caused economic hardships for the local community.

**Animation 2:** A renewable energy project (windmill) set up in the flight path of an important (endangered) bird species. The windmills generate clean and renewable energy and is supported by the local communities as the cost for electricity went down. However, they noticed many dead birds around the windmills and it was a bird that is only found in that part of the world and whose population has been declining making it an endangered species. So while the windmills were good for the communities and also meant to be good for the environment, it was causing an undesirable negative impact on the environment.

To reduce the risk of negative impacts of our conservation projects and to improve conservation outcomes, the CI-GEF/GCF Project Agency has in place the Environmental and Social Management Framework (ESMF) [click here for the full ESMF document](#). The ESMF comprises four Policies:

1. Environmental and Social Safeguards (ESS)
2. Gender
3. Stakeholder Engagement
4. Accountability and Grievance

In this module, we will explore the four policies and what projects are required to do to comply with the policies. These policies are specific to Global Environment Facility (GEF) and Green Climate Fund (GCF) projects implemented by CI but are similar to other donor requirements.

The level of detail necessary to meet the requirements of the ESMF varies and is proportional to the complexity of the proposed project and commensurate with the nature and scale of its potential effects on project affected people and other stakeholders, whether adverse or positive.

Also, the ESMF plans/mitigation measures (Gender Action Plan, Grievance mechanism, ESIA, ESMP, etc.) must be disclosed to all stakeholders in a form, manner and language appropriate for the local context. Disclosure also includes ongoing reporting to project-affected people and other relevant stakeholders.

Disclosure of relevant project information helps project affected people and other stakeholders understand the risks, impacts and opportunities of the project.

In cases where confidentiality is necessary to protect stakeholders from harm, information may be redacted or withheld, and statistical information will be recorded and made publicly available.

**Evaluation**

**Chapter 1 question:**

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Why should environmental and social safeguards be included in the design of the project and its activities?

a. It reduces the risk of unintended negative impacts on the environment and people  
b. It is a donor requirement  
c. It improves project design and conservation outcomes  
d. All of the above
Chapter 2: Overview of the Policy on Environmental and Social Safeguards (ESS) and the ESS Standards

Safeguards are measures taken to prevent undesirable things from happening either to the people (stakeholders) of the project or the natural environment of the project area.

Undesirable impacts can harm people, the project goal, create distrust with stakeholders, delay project activities or cost more to implement, bring disrepute to the project, partners and donors, or even cause the project to be cancelled.

To prevent these from happening, the CI-GEF/GCF Project Agency has in place a Policy on Environmental and Social Safeguards (ESS). The policy addresses 10 areas, or Standards as they are referred to in the ESMF, that all projects must be screened for to identify which Standards the project might be at risk to for causing undesirable impacts. When a Standard is triggered, the project is required to develop and implement mitigation measures/plans to prevent the undesirable from happening.

Side bar 1: Safeguard Screening is a process where the project is examined to determine which ESS Standards are triggered by the project. The screening takes place at the beginning (concept stage) of the project. The EA/EE completes a Safeguard Screening form provided by CI-GEF/GCF Project Agency who in turn analyzes the information to determine the ESS Standards triggered and what mitigation measures are required. It is the responsibility of the EA/EE to develop and implement the mitigation measures/plans, and the CI-GEF/GCF Project Agency to approve the plans, provide oversight on the implementation and instruct adaptive management if the measures are in non-compliance.

The 10 ESS Standards are as follows:

ESS 1: Environmental and Social Impact Assessment (ESIA)
ESS 2: Protection of Natural Habitats and Biodiversity Conservation
ESS 3: Resettlement and Physical and Economic Displacement
ESS 4: Indigenous Peoples
ESS 5: Resource Efficiency and Pollution Prevention
ESS 6: Cultural Heritage
ESS 7: Labour and Working Conditions
ESS 8: Community Health, Safety and Security
ESS 9: Private Sector Direct Investment and Financial Intermediaries
ESS 10: Climate Risk and Related Disasters
ESS 1: Environmental and Social Impact Assessment (ESIA)

The purpose of ESS1 is to ensure that all CI-GEF/GCF supported projects are environmentally and socially sound and sustainable and avoid/mitigate unintentional negative impacts.

From the analysis of the safeguard screening ([hyperlink to side bar on safeguard screening]), projects are categorized as being A, B or C based on the potential environmental and social risks triggered by the project. Category A projects are high risk with projects having the potential for significant adverse environmental and social impacts that are sensitive, diverse, or unprecedented whereas Category C projects are likely to have minimal or no adverse environmental and social impacts.

*Side bar 2: An example of a Category A project is a protected area creation or expansion project. Although desirable and often necessary for conservation of biodiversity and ecosystem services, creation or expansion of protected areas carries the possibility of limiting access to natural resources and thus impacting the livelihoods of local communities that live near the protected area and depend on these resources.*

When the ESS1 is triggered, the project is required to carry out an ESIA and develop an ESMP. Appendices II and III of the ESMF provides guidance on the ESIA and ESMP.

**Definition:** Environmental and Social Impact Assessment (ESIA) is a process to identify, predict and assess the potential environmental and social impacts of a proposed project and to evaluate alternatives prior to the making of major decisions or commitments.

**Definition:** The project’s Environmental and Social Management Plan (ESMP) is a document proposing actions to avoid, minimize, mitigate and/or offset the environmental and social impacts identified in the ESIA, and monitoring and reporting protocols that will be followed to ensure that the actions are delivering the required outcomes. Appendix II of the ESMF provides guidance on how to develop the ESMP.

**Reflection:** Write down two ways in which you think protected area creation or expansion can affect men and women living in or around the park (park can be terrestrial or marine protected area).

1. 
2. 

ESS 2: Protection of Natural Habitats and Biodiversity Conservation

The purpose of ESS2 is to avoid or mitigate any significant loss or degradation and to maintain and promote the sustainable management, protection, conservation, maintenance, and rehabilitation of natural habitats and their associated biodiversity and ecosystem functions and services.

**Definition:** Natural habitats are defined as land, freshwater, marine areas or airways where: a) the biological communities are formed largely by native plant and animal species, and b) human activity has not essentially modified the area's primary ecological functions.

**Activity:** Identify which of these areas are natural habitats:
• Wetland (correct)
• Forest plantation (not quite, while the forest may appear natural the area was “created” by humans and therefore referred to as a Modified habitat)
• Shrimp farm (incorrect; modified habitat)
• Biodiversity Hotspot (correct, however these areas tend to contain species that are unique (endemic) or of high conservation value (e.g. endangered) nationally, regionally or globally. Such areas are deemed Critical Natural Habitats).
• Important Bird and Biodiversity Areas (IBAs) (Critical Natural Habitats)

When ESS2 is triggered, the project is required to develop a Plan for Natural Habitats and Biodiversity Conservation. Appendix IV of the ESMF provides guidance on the Plan for Natural Habitats and Biodiversity Conservation.

ESS 3: Resettlement and Physical and Economic Displacement

The purpose of ESS3 is to avoid, minimize, mitigate and/or compensate the potential adverse socioeconomic and cultural impacts of resettlement processes and displacement that some CI-GEF/GCF projects might create.

Definition: Resettlement and physical displacement refers to the loss of shelter or relocation of people and their homesteads from one place to another; and economic displacement refers to the loss of income and assets from the loss of access to natural resources that lead directly or indirectly to traditional/subsistence livelihoods.

The CI-GEF/GCF Project Agency DOES NOT support involuntary resettlement or involuntary physical and economic displacement. The CI-GEF/GCF Project Agency may support project-initiated voluntary resettlement after all viable alternatives have been assessed to avoid economic or physical displacement and where consent of affected communities has been sought, received and documented.

Thus, for projects in which the best alternative to the business-as-usual scenario involves voluntary resettlement, Executing Agencies/Entities will be required to design, document and disclose before project implementation begins, a participatory process for developing a Voluntary Resettlement Action Plan (V-RAP). Appendix V of the ESMF provides guidance the V-RAP.

For projects in which the best alternative to the business-as-usual scenario involves economic displacement - for example as a result of the creation of new protected areas, enactment of a new zoning scheme, development and implementation of a management plan that requires restrictions, etc. - Executing Agencies/Entities will be required to prepare a Process Framework that describes the nature of the restrictions, the participatory process by which project components will be prepared, criteria by which displaced persons are eligible, measures to restore livelihoods and the means by which any conflicts would be resolved. Appendix V of the ESMF provides guidance the Process Framework.

Sidebar: A good example of Process Framework is CI’s Conservation Agreements (CA). The CA is an agreement negotiated between an organization and community developed via a participatory process in which the restrictions such as no harvesting of crabs during breeding season or minimum size of crab to be harvested are agreed upon, and in return the community receives an agreed upon compensation such as cash payment or in-kind benefits such as training for adhering to the agreement.
ESS 4: Indigenous Peoples

CI recognizes the role that indigenous peoples, through their traditional knowledge and practice, have played in maintaining biodiversity and that many of the places with significant biodiversity remaining overlap with lands owned, occupied, and/or utilized by indigenous peoples.

The purpose of ESS4 is to ensure that projects respect indigenous peoples’ rights, including their rights to Free, Prior, and Informed Consent (FPIC); indigenous peoples involved in the design of the project receive culturally appropriate benefits that are negotiated and agreed upon with the Executing Agency/Entity; and potential adverse impacts are avoided or adequately addressed or negotiated and agreed upon through a participatory and consultative approach.

Definition: The term indigenous peoples is used in a generic sense to refer to a distinct social and cultural group possessing the following characteristics in varying degrees:

a) Self-identification as members of a distinct indigenous social and cultural group and recognition of this identity by others;

b) Collective attachment to geographically distinct habitats, ancestral territories, or areas of seasonal use or occupation as well as to the natural resources in these areas;

c) Customary cultural, economic, social, or political systems that are distinct or separate from those of the mainstream society or culture; and

d) A distinct language or dialect, often different from the official language or languages of the country or region in which they reside. This includes a language or dialect that has existed but does not exist now due to impacts that have made it difficult for a community or group to maintain a distinct language or dialect.

When ESS4 is triggered, the project is required to seek and document FPIC process and develop an Indigenous Peoples Plan (IPP). The IPP is a document describing measures to avoid adverse impacts and enhance culturally appropriate benefits in each project that may have a direct or indirect impact on indigenous people or communities. Appendix VI of the ESMF provides guidance on the IPP.

However, where a project or program may affect indigenous peoples in voluntary isolation, appropriate measures shall be taken to recognize, respect, and protect their lands and territories, environment, health, and culture, as well as to avoid all undesired contact.

ESS 5: Resource Efficiency and Pollution Prevention

The purposes of ESS5 are to:

a) Avoid or minimize adverse impacts on human health and the environment by avoiding or minimizing pollution from project activities;

b) Promote more sustainable use of resources, including energy and water;

c) Reduce project-related emissions of Greenhouse Gas (GHG);

d) Avoid or minimize generation of hazardous waste; and

e) Minimize and manage the risks and impacts associated with pesticide use.

Animation: An example of project that might trigger ESS5 is one that seeks to improve the techniques and practices of local farmers to combat land degradation. Activities proposed include increasing water supply and crop yield.
For increasing water supply, the project planned to take water from a nearby creek to irrigate the land. If the volume of water that will be taken from the creek is greater than can be naturally replenished, this activity would be unsustainable as it could lead to insufficient water supply. Also, if communities down the creek rely on the water for their domestic and farming needs, their supply could be reduced leaving them with little or no water for their livelihood. The project should therefore assess water needs and supply in and out of the project area to ensure that activities do not disrupt the flow of ecosystem services. The project should also include water efficient technology such as drip irrigation to reduce water consumption and waste.

For increasing crop yield, the project planned on adding fertilizer and using pesticides on bugs that have been destroying the crops. However, the project cannot support the use of chemicals that are banned locally, nationally and globally because they cause harm to the environment and people. So be sure that any chemicals to be used are safe, the farmers are properly equipped and trained to use any chemicals, and runoffs do not contaminate water sources. Further, ensure that unused portions and wastes are stored correctly as indicated by the manufacturer and local/national laws.

When ESS5 is triggered, the project is required to develop and implement a Resource Efficiency and Pollution Prevention Plan. Appendix VII of the ESMF provides guidance on the Resource Efficiency and Pollution Prevention Plan.

ESS 6: Cultural Heritage

The purpose of ESS6 is to ensure that cultural resources, both tangible and intangible, are appropriately preserved and their destruction or damage is appropriately avoided.

**Definition:**

Tangible cultural resources are movable or immovable objects, sites, structures, and natural features and landscapes that have archaeological, paleontological, historical, architectural, religious, aesthetic, sacred sites or other cultural significance.

[Images of a natural feature, archaeological (pottery), sacred/religious site (Mayan temple ruins)]

Intangible cultural resources includes traditions or living expressions inherited from our ancestors and passed on to our descendants, such as oral traditions, performing arts, social practices, rituals, festive events, knowledge and practices concerning nature and the universe or the knowledge and skills to produce traditional crafts.

[Images of cultural performer(s), traditional celebration/festival]

During project development, the project should identify cultural resources found in the project area and assess the impact of project activities on these resources. Sometimes the project determined that there are no cultural resources but during the implementation of the project, they accidentally discover a cultural resource that no one knew existed. These are refer to as “Chance Finds” and the project must have a system in place to deal with Chance Finds. This could be stopping all activities in the particular area and choosing a new site to carry out the planned project activities.

To identify cultural resources, the project should consult with the people in the area including village leaders and shamans, as well as other qualified experts such as archaeologists, historians or curators.
For projects that trigger ESS6, Executing Agencies/Entities will be required to develop a Cultural Heritage Management Plan (CHMP). The CHMP is a document that identifies a set of mitigation, management, monitoring, and institutional actions to ensure that cultural resources, both tangible and intangible, are appropriately preserved and their destruction or damage is appropriately avoided.

ESS 7: Labour and Working Conditions

The purpose of ESS7 is to protect workers by ensuring that risks or potential adverse impacts to workers are avoided or mitigated, and the fundamental rights of workers are respected, consistent with the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work.

ESS7 applies to workers directly engaged by the Executing Agency/Entity, including direct workers, contracted workers, as well as workers engaged by the Executing Agency/Entity’s primary suppliers (primary supply workers).

Reflection: What do you think are some of the fundamental rights of workers?

Some of the fundamental rights of workers include, but not limited to, are:

- Workers engaged by the project are to be provided with regular and timely payment of wages; adequate periods of rest, holiday, sick, maternity, paternity, and family leave; and written notice of termination and severance payments, as required under national laws and the CI GEF/GCF labour management procedures.
- Decisions relating to any aspect of the employment relationship, including recruitment, hiring and treatment of workers, are to be made based on the principles of non-discrimination, equal opportunity and fair treatment, and not on the basis of personal characteristics unrelated to inherent job requirements.
- Appropriate measures are in place to prevent harassment, intimidation, and exploitation, and to protect vulnerable workers, including but not limited to women, children of working age, migrants and persons with disabilities.

A full list of other requirements is contained in the ESMF.

Projects are required to have written labour management policies and procedures (refer to guidance in Appendix VIII of the ESMF) in accordance with applicable national laws and the requirements of this ESS, and made accessible to all workers.

ESS 8: Community Health, Safety and Security

The purpose of ESS8 is to ensure that risks or potential impacts to the health, safety and security of project-affected communities are identified, avoided and mitigated.

Example: A project is proposing the construction of a fish pond for a community to reduce the pressures on nearby forests for animal protein.
Reflection: Can you think of any health, safety and security risks of this activity?

Here are some potential risks:

Health – The pond is dug and left unattended for a while as the other materials to complete the activity have not arrived as scheduled. It has been raining and water accumulated in the pond and with nowhere to go, it became a suitable habitat for the malaria mosquitoes to breed. If the pond is close to the homes of the local people, there is potential of a malaria outbreak. Inadvertently, the project contributed to health problems in the community.

Safety – With the dug pond left unattended and no safety barriers on signs around the pond, children traversing the area or choosing to play in the area can fall in and injure themselves. Inadvertently, the project contributed to safety problems in the community.

Security – the location of the pond is in a disputed area with a nearby community. This agitates the people in the nearby community and tension increases between the two communities. In the past, there have been attacks on people and property when tension increases. Inadvertently, the project contributed to security problems for the community.

As you can see, sometimes the risks are not easily identifiable when activities are proposed. To help identify some of the risks, the CI-GEF/GCF Project Agency has developed a Risk Assessment tool (refer to Appendix IX of the ESMF) and a corresponding list of potential mitigation measures.

ESS 9: Private Sector Direct Investment and Financial Intermediaries

Example 1: Protected areas need sufficient funding to carry out all their activities and achieve management effectiveness. Funding usually comes from government budgetary allocation, donations or from user fees charged by the protected area. Sometimes the funding received is inadequate or unreliable and therefore the protected area in unable to function as intended. Therefore, protected areas may set up a Fund where many donors contribute large sums of money that the Fund then invests to earn interest or dividends. The income of the investment is used to finance the protected area in the long-term.

Example 2: Sometimes project funds are invested into a private sector firms or Financial Intermediaries (e.g. commercial bank) to encourage these entities to invest (e.g. give loans to farmers or fishermen to purchase eco-friendly equipment) to improve practices and reduce degradation of the environment.

When projects invest in those entities, the project may not have direct oversight of the activities funded by these entities to ensure that they do not cause harm to people and the environment. As such, the purpose of ESS9 is to delegate the responsibility for environmental and social management (ESMF) to these entities, when GEF or GCF funds are flowed or directly invested into these entities.
The entities will be required to have in place and implement an environmental and social management system that meets our ESS Standards. Sometimes the entities might have some of the ESS Standards in place already and just need to add the others; other times they may not have any in place and can adopt/adapt the CI-GEF/GCF Project Agency’s ESMF or other similar ESMF.

ESS 10: Climate Risk and Related Disasters

GEF and GCF invests vast amount of funding into projects and would like to ensure that their investments last a long time.

The impacts of climate change are becoming more visible and predictions indicate that it will get worse in the near and long-term. Some if the predicted impacts can affect the success of projects and the purpose of ESS10 is to understand how climate change would impact the project, and how to mitigate those effects in the design of the project.

Example: Going back to the project that is proposing the construction of a fish pond for a community to reduce the pressures on nearby forests for animal protein. What if the area identified is projected to be inundated in the next five years from sea-level rise or increased rainfall? If and when this happens, the fish pond would have failed and the investment to reduce the pressure on the nearby forests for food would have been lost.

Apart from the climate change, what if the location where the pond was dug is sensitive to landslides/mudslides? There is also potential for a disastrous event that could cause damage to people, property or environment.

Projects are required to conduct a climate vulnerability assessment of their project area, and to design and implement mitigation measures to avoid or reduce any negative impacts. Appendix XI of the ESMF provides guidance on climate risk and related disasters, including a risk assessment tool.

Here are some other resources available:

- EbA guidelines and Transformative adaptation guidebook

Evaluation

Chapter 2 questions (10 correct out of 12 required to proceed to next chapter):

1. The following are true about the Safeguard Screening except:
   a. Safeguard Screening is a process where the project is examined to determine which ESS Standards are triggered by the project.
   b. The EA/EE completes a Safeguard Screening form provided by CI-GEF/GCF Project Agency
   c. It is the responsibility of the CI-GEF/GCF Project Agency to develop and implement the mitigation measures/plans
   d. The screening takes place at the beginning (concept stage) of the project.

2. A project is proposing to expand the number of marine protected areas from 8 to 20, and establish a national protected area system. Which project category is this likely to fall under?
   a. Category A
   b. Category B
3. Which of the following is not a Natural Habitat or Critical Natural Habitat:
   a. Rio Negro Ramsar site in Brazil
   b. Indo-Burma Myanmar Biodiversity Hotspot in tropical Asia
   c. Lomako-Yokokala Faunal Reserve (protected area) in the Democratic Republic of the Congo
   d. Plantation forest

4. A project is improving the management of a marine protected area (MPA). While there are no inhabitants living in the MPA, there are traditional communities nearby who use the area to fish periodically. Which of these is the most likely risk of the project to the communities?
   a. The communities could face economic displacement due to restrictions on use that the MPA might put in place to improve park management.
   b. The communities could face physical displacement due to restrictions on use that the MPA might put in place to improve park management.
   c. None of the above
   d. Both a and b

5. A project is developing a protected area and comes across an indigenous village living in voluntary isolation and wishing to remain uncontacted. The project should:
   a. Have meeting with the village to explain the purpose and benefits of the project
   b. Seek FPIC from the village to be part of the project.
   c. Stop pursuing aspects of the project or program that would result in undesired contact
   d. Both a and b

6. During implementation of a project, the team uncovers what appears to be an archaeological site not previously known. The project should:
   a. Stop all activities in the particular area.
   b. Consult qualified experts such as community leaders and local archaeologists.
   c. Choose a new site to carry out the planned project activities.
   d. All of the above.

7. A project is supporting the use of fertilizers by local farmers in to improve crop yield and promote food security. The project should ensure that:
   a. The fertilizer is on the list of approved fertilizers and not on any list of banned chemicals locally, nationally or globally.
   b. The farmers are properly equipped and trained to apply the fertilizer.
   c. Unused portions are stored correctly as indicated by the manufacturer.
   d. All of the above.

8. Some of the fundamental rights of workers include:
   a. Workers engaged by the project are to be provided with regular and timely payment of wages; adequate periods of rest, holiday, sick, maternity, paternity, and family leave; and written notice
of termination and severance payments, as required under national laws and the CI GEF/GCF labour management procedures.

b. Decisions relating to any aspect of the employment relationship, including recruitment, hiring and treatment of workers, are to be made based on the principles of non-discrimination, equal opportunity and fair treatment, and not on the basis of personal characteristics unrelated to inherent job requirements.

c. Appropriate measures are in place to prevent harassment, intimidation, and exploitation, and to protect vulnerable workers, including but not limited to women, children of working age, migrants and persons with disabilities.

d. **All of the above**

9. When designing a project, some threats to consider include:
   a. the particular risks that may be present in a conflict or post-conflict context.
   
   b. the potential risks posed to communities by a project’s use of rangers, eco-guards, or similar security personnel, whether armed or unarmed likewise
   
   c. the potential risks posed to rangers, eco-guards, or similar security personnel, whether armed or unarmed, in the course of performing their job duties.
   
   d. **All of the above**

10. A project is supporting the long-term financing of a protected area by contributing donor funds into a Endowment Trust Fund established by the protected area authorities. However, the Trust Fund does not have an ESMF. The project must therefore ensure that the Fund:
   a. Implements an ESMF of its liking.
   
   b. **Implements an ESMF of its liking once it meets the requirements of the CI-GEF/GCF’s ESMF.**
   
   c. Addresses gender equality only.
   
   d. None of the above.

11. When designing a project, the project must
   a. consider the current or projected effects of climate change and other natural hazards on the long-term viability of the project.
   
   b. conduct a climate vulnerability and related disaster assessment.
   
   c. design and implement mitigation measures to avoid or reduce any negative impacts that climate change or potential disasters may present to the project.
   
   d. **All of the above.**

12. Which of the following is true about the Disclosure requirements?
   a. All ESMF plans/mitigation measures must be disclosed to all stakeholders in a form, manner and language appropriate for the local context.
   
   b. Disclosure includes ongoing reporting to project-affected people and other relevant stakeholders.
   
   c. Disclosure of relevant project information helps project affected people and other stakeholders understand the risks, impacts and opportunities of the project.
   
   d. **All of the above.**
Chapter 3: Policy on Gender and how to integrate gender into the project design and implementation

The purpose of the Policy on Gender is to ensure that projects

i. Do not exacerbate existing gender-related inequalities and, where relevant, address gender gaps;
ii. Strive to provide equal opportunities for men and women to benefit; and
iii. Provide equal opportunities for women and men to actively participate and make decisions throughout identification, design, implementation, monitoring and evaluation, including in project consultations.

To begin, let’s first understand the term “Gender”.

Definition: Gender refers to the roles, behaviors, activities, and attributes that society considers appropriate for men and women. For example, in some societies it is expected that men are the breadwinner and must work outside of the home while women stay at home and care for the home and children. Whereas in other societies, women can be the breadwinner and can work outside of the home. In most societies there are differences and inequalities between women and men in responsibilities assigned, activities undertaken, access to and control over resources, as well as decision-making opportunities.

Gender should not be confused with Sex: Gender is a social construct whereas sex is the biological attributes of a person. As such, gender is learned, changes over time, and is diverse across different societies/cultures.

Activity: See if you can distinguish between gender and sex from the following statements:

- Boys should not cry.
- During puberty, boys’ voices break while girls’ do not.
- The colour blue is for boys, and pink is for girls.
- Women give birth to babies while men do not.
- Girls are gentle while boys are tough.
- Boys are good at math and science, while girls are good at language and history.
- Women should not earn more money than men.
- It is the job of women and girls to gather fuelwood and water for the household

Next, let’s understand Gender in the context of conservation projects.

In doing conservation projects, we should understand the roles, responsibilities, constraints and priorities of men and women, and other vulnerable groups in the project area, and design activities that allow for all groups to equally participate and benefit from the project. For instance:

Animation 4: Recalling the mangrove conservation project and the impact it can have when local people are not considered, let us consider who the local people are, and more specifically, look at the gender of the people using the area. We see there are men fishing and women collecting crabs. The women say that they come to collect Blue crabs during the months of August and September primarily to cook at home, and that if they have extra, they sell to neighbours. The income from the sale of the crabs is used to buy school uniforms for their children. The men say that they come to fish in the area on a weekly basis catching salmon fish with the use of seine nets. All of the fish caught is sold at the local market, sometimes with the help of their wives. This is the main source of income for the family.
If the aim of the project is to protect the mangrove habitat from overexploitation by creating a protected area where no one is allowed, we can quickly see that it can create negative impacts for the people who depend on the area for their livelihoods.

And if the project did consider resource users but not how men and women use the area differently, they might only cater for the needs of one group based on who they think use the area the most. By understanding how both men and women use the area, the project can better design a protected area that allows men and women to continue using its resources in a sustainable manner or to implement conservation measures that enhance their livelihoods rather than causing them economic hardships. A well-designed protected area in terms of meeting biodiversity conservation needs will be least effective if the needs of the men and women who historically live in the area are not sufficiently addressed.

Here’s another example to demonstrate how considering gender affects project success.

Vanilla farming project to combat deforestation...

“A conservation organization came into a community and wanted to reduce deforestation. They recognized that men were the ones who were harvesting the wood, so they thought, “Let’s work with the men to identify an alternative livelihood that we could help support them with so that they would not have to rely as much on logging.” Together they came up with the idea of vanilla farming. The project taught the men how to farm vanilla and how to pollinate it by hand in some areas because there aren’t natural pollinators. About a year later, when the vanilla pods were supposed to bear fruit, the conservation project managers realized there wasn’t as much product as they were expecting. They said, “Well, let’s bring in soil technicians to make sure the soil is ok”. There was nothing wrong with the soil so they decided do another training with the men and make sure they understand how to pollinate the vanilla flowers.

The next year the harvest was still not very good, and eventually they brought in a social scientist who started to talk to people within the community. They uncovered that women in the community were usually charged with smaller-scale agriculture so the role of pollinating the vanilla flowers and taking care of the plants themselves fell to the women, not men. But the women hadn’t been trained, nor asked if they were even interested in doing this project. And because the vanilla plant didn’t technically belong to the women, they weren’t the ones who were necessarily going to reap any benefits.” Faced with this added work burden, the women collectively decided they would cut off any flowers that appeared, effectively sabotaging the project’s goals.

This project was designed with good intentions but by not considering the different roles or men and women in the project area, the project was not a success. Think of all the time and resources the project team spent (and lost) designing and implementing the project.

**Reflection 1:** Jot down two learning points from the foregoing example that you would apply to the design and implementation of your project.

Now that you understand the importance of considering gender, let’s see how to do it.
To better understand the gender considerations in a project area, the project should start with a Gender Analysis.

**Definition:** Gender Analysis is a type of social analysis that specifically examines differences in men’s and women’s lives, including their access to resources, their activities, and the constraints they face relative to each other. At the local level, gender analysis makes visible the varied roles women, men, girls and boys play in the family, in the community, and in economic, legal and political structures.

The information for the Gender Analysis is obtained as follows:

- **Indirect:** Desktop research. This involves searching and reading publications at hand or online to gather basic information about the men and women of the project area. Typical information includes the number men and women, poverty, literacy, employment, livelihood activities, what, how and when they use the resources in the area that are being targeted by the project, cultural information such as gender roles, barriers preventing men or women from participating in project activities, how resource users are organized (associations, cooperatives), who makes the decisions for the community, what’s the representation of men and women on decision-making bodies, past and on-going conflicts including gender-based violence (GBV), and environmental threats. This information may be found in newspapers, articles, journals, reports published by the government, NGOs or communities, and other publications. You may not find all the information you are looking for, or it might be outdated/inaccurate. However, you have some baseline information to start with and will know what information is missing (information gaps). The next step is to verify the baseline information and find the missing information.

- **Direct:** Surveys and interviews. This involves reaching out to gender experts, NGOs, community leaders or government agencies, and the men and women of the project area via interviews or surveys (provide link on collecting and storing confidential and personal information) to verify and collect the missing information identified during the desktop research. It is important to understand here as well how the project could affect men and women, and what are the barriers that would prevent men and women from participating and benefiting in the project.

After gathering the information, the next step is to analyze the findings of the research process and identify what the project must consider in the design of the project and its activities so that it allows for men and women to equally participate in the project and receive benefits.

**Side bar 3:** Depending on the size and scope of the project, the project should consider hiring a gender or social expert to carry out this work and allocate budget to cover the cost of the gender expert, travel to the communities, conducting surveys and interviews, as well as factor in sufficient time during the project development phase to conduct the Gender Analysis and develop the Gender Action Plan. A good Gender Analysis and Gender Action Plan takes 6 – 12 months to complete, depending on the project size, scope and context.

With the Gender Analysis completed, the next step is to develop a Gender Action Plan.

**Definition:** The GAP is a plan that ensures gender is explicitly visible in project design and implementation, and includes clear targets, timeline, gender differentiated activities, quantifiable
performance indicators, and budget resources to ensure men and women’s equal participation and benefits.

In developing the GAP, the project should consider how activities can be designed to be gender responsive or gender transformative (see image below; image to be better illustrated).

Projects should aim to be at minimum, gender responsive.

*Side bar 4:* The CI-GEF/GCF Agency provides a Gender Action Plan template to guide projects in the development of their GAP. The GAP template is designed to be flexible and adaptable to the project size, scope, and context.

Let’s look at how we can apply this approach to project activities. For example, one project activity is to “Train 50 persons in conservation and sustainable use of biodiversity and ecosystem services.” This would be considered gender blind.

We can start by breaking down “persons” into men and women, then set targets for each. For example: Train **25 men and 25 women** in conservation and sustainable use of biodiversity and ecosystem services.

This would make the activity closer to gender-sensitive, in that it designates space for both men and women (which may not be the status quo)

However, if we are to further examine the target audience, we might uncover that the training needs of men and women are different. There might be difference in literacy between the groups, or that men and women use different resources in the same project area and therefore have different use priorities and ecological knowledge. We also learned that women spend the majority of their day caring for children and the household and have very little free time to engage in a training; men, however, have more leisure time and are more likely to attend.

We can further design the activity as follows:

Carry out a training needs assessment for men and women in the project area, including understanding literacy, prior knowledge and interest in the topic, and constraints that make attending difficult. Then design the training to include free child care and transportation to the venue, both a female and male facilitator, and a workshop session that examines the gender considerations in conservation and sustainable use of biodiversity and ecosystem services in that community. These actions would help push this activity towards gender-responsive.

**Reflection:** Now that you have an idea on how to improve gender integration in your project activities, look at your own project and select two activities. Try re-designing the activities so that they improve gender integration.
Be sure to collect sex-disaggregated data i.e. data that is collected and presented separately on men and women (E.g. 35 men and 15 women attended the meeting instead of 50 persons attended the meeting.)

This concludes the chapter on the importance of gender and how to integrate gender in project design and implementation. The issue of gender and conservation is a broad topic to cover and we hope this short exposure improved your knowledge and understanding of the issue.

Here are some other resources available:

- CI’s gender guidelines
- GEF gender guidelines
- GEF gender + environment course.

Before you move on to the next chapter, please complete the evaluation.

Evaluation (4 correct out of 5 to proceed to next chapter)

Chapter 1 questions:

1. How can a project improve gender integration in its design and implementation?
   a) Interview men and women in the project area and learn how they use the resources
   b) Develop a Gender Action Plan
   c) Allocate sufficient resources (budget, staff time, experts, etc.) to conduct Gap Analysis and implement GAP
   d) All of the above

2. All of the following are examples of data gathered for the Gender Analysis except:
   a. Number of men and women outside the project area
   b. Barriers preventing men and women from participating in project activities
   c. Days and times when men would be available to participate in project meetings or trainings.
   d. How the project could affect men and women

3. What are some barriers that might make it difficult for women to participate in project activities?
   a. In some societies, women are not allowed out of the home and the decision-making is done by men only.
   b. With unpaid labor, household chores and childcare, women have little free time to attend meetings.
   c. In some places, it is unsafe for women to travel long distances to attend meetings.
   d. All of the above

4. Which of the following does not address barriers facing women from participating in project activities?
   a. Providing childcare for women so they can attend meetings.
   b. Holding separate meetings for women with a female facilitator in a venue close to women’s home and at a time convenient to women.
   c. Holding community meeting with men and women present knowing that in that community, it is forbidden for women to speak in the presence of men.
   d. Providing transportation or reimbursing transportation costs to allow women without financial resources to attend meetings.
5. One way to track gender integration by the project is via Performance Indicators. Which of the following indicators can help track gender integration by the project:

   a. Number of men and women participating in trainings/workshops hosted by the project.
   b. Number of men and women attending project meetings/consultations.
   c. Number of policies or strategies produced by the project that include gender considerations.
   d. All of the above.
Chapter 4: Policy on Stakeholder Engagement

The purpose of the Policy on Stakeholder Engagement is to seek and incorporate the knowledge, perspectives and contributions of rightsholders, partners and stakeholders to ensure that their vested interests are addressed, opportunities for meaningful participation are provided for and project goals are achieved. Therefore ALL projects are required to comply with this policy.

To begin, let’s first understand the term Stakeholders:

Definition: Stakeholders are persons or groups who are directly or indirectly affected by a project, as well as those who may have interests in a project and/or the ability to influence its outcome, either positively or negatively.

Stakeholders may include locally affected men, women, communities and their formal and informal representatives, national or local government authorities, politicians, religious leaders, civil society organizations and groups with special interests, the academic community, or businesses.

Example: Recall the vanilla farming project to combat deforestation from the chapter on gender.

Reflection: Who do you think are the main stakeholders in that project?

The main stakeholders of that project were the (i) conservation organization; (ii) men involved in logging; and (iii) women of the community. These stakeholders have the most to gain or lose as a result of the project.

Why are stakeholders important?

As you may recall from the vanilla farming project example, the lack of engagement with the women in the community resulted in the failure of the project. Stakeholders are therefore important for the success of any project.

Also, recognize that each stakeholder brings unique skills and perspective that when put together creates the desired outcomes rather than if they each worked on their own. For instance, the conservation organization brings in funding to pay for the training and vanilla plants, while the women contributed their time and skills to care for the plants and pollinate the flowers.

Reflection: Who do you think are the main stakeholders in your project?

Stakeholder identification and analysis

Stakeholder identification and analysis is a process that’s best carried out in a participatory manner so as to get varied perspectives from a variety of actors. The following questions can serve as a guide to help identify and analyze stakeholders of the project:
• Who are the persons or groups in the project area that may be affected either directly or indirectly? Are there persons or groups outside the project area that may be affected?
• What are their interests in the resources that the project is targeting?
• What influence do they have on the outcome of the project?
• Are they interested in being part of the project?
• How would they like to be part of the project?
• How will information flow between them and the project?

Example: A project is proposing to improve fishing practices of a local community to help recover an ecologically important watershed.

In this example, the main stakeholders could be the fishermen, fisher women, local government office, communities living in the area, local boat operators, and donor. There may be others that are not captured here and that’s why it is important to do this process in a participatory manner so that the chance of omitting an important stakeholder is reduced. For instance, another main stakeholder could be a restaurant located outside of the project area that purchases about half of the daily catch.

After identifying the stakeholders, we must examine their interest in the resource. For the fisher men and women, they have vested interest in the resource because it is the main income source for their family. For the local government office, their interest is ensuring that the fishery resources are being harvested sustainably through the development and enforcement of rules and regulations.

Now that we understand their role, what influence can they have on the outcome of the project? If the fisher men and women, and local government office are not supportive of the project activities to manage catch quota and catch size, the project may not be a success. Further, if the fisher men and women are organized into cooperatives or associations and have strong political influence, they can persuade the government to support or stop the project.

Following stakeholder identification, the project should reach out to these stakeholders to assess their interest in being part of the project and how they would like to be part of the project. In doing so, the project must provide all information about the proposed project, including how the project will positively and negatively affect them. If the communities are indigenous, the FPIC process must be followed and documented.

During consultation with the stakeholders, fishing men and women expressed shared concern for the declining fish stocks and indicated their interest in being part of the project. They requested to be represented via their fishing cooperative on the Project Steering Committee so that they can contribute to the design of the activities and negotiate benefits on behalf of the fishing men and women. They also requested that the project hold meetings in the communities every quarter and in their local language to update them on the status of the project. Their interests and requests should be documented and this can be in the form of meeting minutes, consultation report, letters, Memorandum of Cooperation, etc.

A Stakeholder Engagement Plan (SEP) is then prepared based on the stakeholder identification process and analysis. The SEP outlines the activities, timelines, performance indicators, budget allocation, etc. that the project will implement to ensure the effective participation of project stakeholders.

The SEP must be implemented throughout the duration of the project and include special measures where needed to cater for men, women and those identified as disadvantaged or vulnerable.

Additional guidance on the SEP and a template are provided in Appendix XIII of the ESMF.

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Evaluation (4 correct out of 5 to proceed to next chapter)

Chapter 4 questions:

1. Stakeholders are important because they:
   a. Can hinder or contribute to the outcome of a project
   b. Bring unique perspectives and skills to the project
   c. May have vested interests in the resource that the project is targeting
   d. All of the above

2. A Stakeholder Analysis should
   a. Be undertaken and completed at the beginning of a project
   b. Be done in a participatory manner
   c. Include a social/stakeholder engagement expert to help facilitate the process
   d. All of the above

3. In the vanilla farming project example, all of the following are direct stakeholders except
   a. The conservation organization
   b. Women in the community
   c. Men in the community
   d. Local boat operators transporting passengers

4. All projects are required to develop and implement a SEP
   a. No
   b. Yes, but only during the beginning of the project
   c. Yes and the SEP must be implemented throughout the duration of the project
   d. Only if the stakeholder engagement policy is triggered

5. In planning for a SEP, the project should
   a. Allocate sufficient budget and time to develop and implement the SEP
   b. Hire social/stakeholder engagement expert if the project team does not have the capabilities.
   c. All of the above
   d. Neither a or b
Chapter 5: Policy on Accountability and Grievance

The purpose of the Policy on Accountability and Grievance is to provide for the receipt of, timely response and resolution of complaints from stakeholders affected by CI-GEF/GCF funded projects.

All projects are required to have a form of project-level Accountability and Grievance Mechanism (AGM) designed to:

i. Address potential breaches of CI’s policies and procedures;
ii. Be independent, transparent, and effective;
iii. Be free of cost to use and accessible to project-affected people;
iv. Keep complainants abreast of progress with cases brought forward;
v. Maintain records on all cases and issues brought forward for review, with due regard for the confidentiality of complainants’ identity and of information; and
vi. Take appropriate measures to minimize the risk of retaliation to complainants and protect the legitimacy, trust, and use of the grievance mechanism.

Projects may develop their own free-standing project-level AGM or utilize an existing local/national AGM if it fulfills the requirements of the CI-GEF/GCF Project Agency’s ESMF. However, before using an existing AGM, verify that the AGM is working and effective, and that stakeholders trust and feel safe using it.

Once the AGM has been established, the project will be responsible for informing all project-affected parties of its existence and how to use it. The project should use the best way to inform stakeholders after considering their location, access to infrastructure such as internet or telephone, languages spoken/read, literacy level and other social conditions such as the ease of access for vulnerable groups, men and women stakeholders.

Information to share with stakeholders should include:

- Where they can file a complaint e.g. village or local government office, project office location/address, email address, telephone number, website, radio frequency, etc.
- Whom (and name) they can contact e.g. project manager, community liaison officer, etc.
- What grievances would be eligible
- The process and timeframe for receiving an acknowledgement, updates and resolution from the project
- Who/where to contact if the grievant does not receive a timely response from the project or is not satisfied with the proposed resolution
- How the project will protect grievant from retaliation and how they will treat requests for anonymity and confidentiality.

Once a project receives a grievance, it must quickly respond and activate the internal grievance process. This process may include:

- Screening to ensure that the grievance is eligible. Note that the project must respond to the grievant even if the matter is not eligible, explaining why it is not eligible and may offer guidance on where/who is better suited to address their grievance.
- Determining the gravity and urgency of the grievance and whom to direct it to. If the grievance is minor, it may be directed to the project manager for action whereas if the grievance is or can cause
significant impact to the project, the project may want to escalate it to the Project Steering Committee or to the CI Ethics Hotline.

- Investigating the grievance to verify the information received or obtain more information to make an informed resolution
- Acknowledging receipt and informing the grievant in a timely manner of the status of processing and proposed solutions. The project may also request to meet the grievant to discuss resolutions.
- Recording and documenting all grievances received including nature of the grievances and outcome of the process such as resolutions.
- Informing and updating the CI-GEF/GCF Project Agency or CI’s General Counsel Office (GCO) immediately upon the receipt of a grievance. Contact information:
  - GCO: Director of Compliance, Conservation International 2011 Crystal Drive, Suite 600 Arlington, VA 22202, USA or ethics@conservation.org
  - CI-GEF/GCF Project Agency: cigef@conservation.org or cigcf@conservation.org

**Evaluation** (4 correct out of 5 to proceed to next chapter)

Chapter 5 questions:

1. The CI-GEF/GCF required project-level AGM should be all of the following except:
   a. Address potential breaches of government policies and procedures.
   b. Be independent, transparent, and effective.
   c. Be free of cost to use and accessible to project-affected people.
   d. Take appropriate measures to minimize the risk of retaliation to complainants.

   *Scenario: A project office is located in a town whereas the project site where the activities are being implemented is located in a remote area which takes about 3 days of driving to get from the site to town, and the area is without any internet/telephone access. A local dialect unique to the community is widely spoken and literacy rate is 20%.*

2. Considering the scenario, which method would be the most convenient way for a grievant living in the community to file a complaint:
   a. Sharing a project email address with the community.
   b. Sharing a telephone number with the community.
   c. Asking the community to file a complaint at the project office in town.
   d. Identifying a trusted and well-respected member living in the community to act as a project representative and receive verbal/written grievance on behalf of the project in between visits to the community by the project area.

3. Considering the scenario, the project may do one of the following:
   a. Determine that the grievance is eligible because it occurred in the project area.
   b. Determine that the grievance is eligible because the grievant is an important actor in the project and does not want to harm their working relationship with the grievant.
   c. Determine that the grievance is ineligible even though CI does not support corruption, the scope of the grievance mechanism is limited to the activities supported by the project and the ESMF policies.
   d. Does not react to the grievance received.
4. Considering the scenario, the project must do all of the following except:
   a. Receive and acknowledge the grievance.
   b. Screen the grievance to determine eligibility.
   c. **After determining that the grievance is not eligible, throw out the grievance and close the case.**
   d. After determining that the grievance is not eligible, informed the grievant and explained why the grievant is not eligible and record/document the grievance nevertheless.

5. Considering the scenario, one of the most suitable ways to disclose the AGM document, which was written in English as per the donor requirement, would be to:
   a. Publish copy online and share website information with local residents.
   b. Print in colour, bind and share out to the residents.
   c. Translate into the official language (not spoken in the community) of the country, print and post on a wall in the community office.
   d. **Translate into the local dialect and communicate verbally to residents during meetings, workshops, consultations and other project engagement activities.**

Post-training survey

Answer the following questions on a scale of 1 to 5, with 1 being the least well and 5 being the most well.

How well do you understand the purpose of the Environmental and Social Management Framework?
1 2 3 4 5

How well are you familiar with the Environmental and Social Safeguard Standards (ESS) of the ESMF?
1 2 3 4 5

How well do you understand the ways to integrate gender into your project?
1 2 3 4 5

How well do you understand the contribution of stakeholder engagement to project success?
1 2 3 4 5

How well do you understand what a grievance mechanism entails?
1 2 3 4 5

END
Annex B: CI’s Service Agreement Template

CI-GCF Services Agreement TEMPLATE V.1

COMPLETE THE HIGHLIGHTED FIELDS, REMOVE ANY REMAINING HIGHLIGHTING, DELETE ANY CLAUSES IDENTIFIED AS OPTIONAL, DELETE VERSION NOTES IN FOOTER, AND DELETE THESE AND OTHER INSTRUCTIONS BEFORE ROUTING FOR APPROVAL AND SIGNATURE.

IF THE SERVICE PROVIDER WILL BE ENGAGED IN HIGH-RISK ACTIVITIES (E.G., DIVING, PARTICIPATION IN BOAT CHARTER, PLEASE CONTACT GCO FOR A RELEASE AND WAIVER OF LIABILITY.

PLEASE REQUEST THAT THE SERVICE PROVIDER SIGN BOTH THE SIGNATURE PAGE OF THE AGREEMENT AS WELL AS THE CODE OF ETHICS.

WHEN INSTRUCTED TO CHOOSE AMONG PARAGRAPHS, PLEASE DELETE THOSE THAT DO NOT APPLY.

ANY CONSULTANT WITH ACCESS TO THE CI NETWORK WILL BE EXPECTED TO SIGN A SECURITY AND CONFIDENTIALITY STATEMENT.

LEAVE TEMPLATE FOOTER IN DOCUMENT WHEN ROUTING AGREEMENT IN BUSINESSWORLD SO THAT GCU CAN CONFIRM YOU USED CORRECT TEMPLATE.

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

Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]

Project Title: [ENTER PROJECT TITLE]

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

Funding in support of this Agreement is made available from the Green Climate Fund (GCF) under the terms of separate agreements between CI and the GCF and from the Global Environment Facility (GEF) 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 GEF (the ‘GEF Trust Fund’). CI is required under the terms of such agreements to flow down certain funding terms imposed by the GCF and GEF; provided, however, that Service Provider understands and agrees that the GCF and GEF are not a party to this Agreement and has not assumed obligations vis-à-vis the Service Provider.

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

   [INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES; AND CHOOSE TABLE 1 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DAILY RATE; CHOOSE TABLE 2 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DELIVERABLES ONLY]
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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 will obtain all applicable and material licenses, approvals and consents to carry out the Services (all of which are to be maintained in full force and effect during the Period of Performance, and (iii) that Service Provider (and as applicable, any sub-contractors) will comply with all laws and regulations in the geographies where Services are performed.

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

3. Compensation.
   a. Fee for Services. In consideration of Service Provider’s performance of the Services during the Period of Performance, CI shall pay Service Provider an amount [choose among the following options, depending on payment terms – if these options do not apply to the contractual arrangement, write it up as best you can]

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

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

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

      [OPTION 2] CI agrees to reimburse Service Provider for reasonable, documented out-of-pocket expenses as indicated below or authorized by CI in writing prior to incurrence: [Include expense budget and budget cap]

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

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

   d. Payment Terms. [PLEASE CHOOSE APPROPRIATE OPTION]

      [EXAMPLE 1] Payment shall be made against invoice(s). Service Provider shall invoice CI on a monthly basis. Consultant shall provide invoices to CI containing name and address, place of performance, days/period and hours worked according to activities and
deliverables (as defined in Section 1), and payment instructions. Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over $40.00. All amounts will be paid within thirty (30) days after receipt of Service Provider’s invoice.

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

1. $____ upon completion and CI’s acceptance of deliverable No. 1,
2. $____ upon completion and CI’s acceptance deliverable No. 2,
3. $____ upon completion and CI’s acceptance of final deliverable.

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

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

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

a. **Acceptance Criteria.** Service Provider is expected to perform the Services and Deliverables in accordance with the following acceptance criteria, which may be revised and supplemented from time to time during the Period of Performance of this Agreement to accommodate for successful performance of the Services. The Service Provider will also provide confirmation that all activities they will undertake fall into the appropriate GCF risk category (no Category A activities or B activities) as described in the FAA 10.02.

i. Work is performed in accordance with CI written instructions and by the written deadline mutually agreed upon by both parties.

ii. Consultations with requested CI divisions, when applicable, were held and/or draft versions, when requested by CI, were reviewed by CI.

iii. Final written deliverables include all elements requested by CI at a quality acceptable for (as applicable) for submission to the donor.

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

b. **Acceptance.** In the event that a Deliverable meets CI’s acceptance criteria, CI shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet CI’s acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI’s instructions and deliver the revised Deliverable to CI for review within [INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS] business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet acceptance criteria may not be charged to CI, unless authorized in writing by CI.
c. **Time is of the Essence.** Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

5. **Termination.** Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (including all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider’s failure to perform any of the Services to CI’s satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI’s satisfaction.

6. **Indemnification.** Service Provider hereby covenants and agrees to indemnify CI, GCF, and GEF; and to defend and hold CI, GCF, and GEF harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Service Provider’s employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.

7. **Relationship of CI and Service Provider.** [CHOOSE (A) OR (B) DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]

   a. **[IF A COMPANY]** Service Provider is not an employee, agent or assignee of CI, GCF, or GEF for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers’ compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker’s compensation and/or disability insurance.

   b. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI, GCF, or 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.**

8. **Government Officials and Employees.** Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c)
that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider’s responsibility to ensure compliance with this clause, and to maintain and provide at CI’s request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI, and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official.

9. **Confidential Matters and Proprietary Information.** During the course of this Agreement, either party may acquire confidential information or trade secrets of the other (“Confidential Information”). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

10. **Intellectual Property**

[CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED. THE LATTER SHOULD BE USED ONLY IN EXCEPTIONAL CIRCUMSTANCES, IN CONSULTATION WITH GCO]

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

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

OR

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

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

Service Provider agrees not to make any use of the logo or the name of CI, the GCF, or the GEF except as expressly authorized in writing. Any approved use of the GCF logo shall be in accordance with the GCF Branding Guide (available at https://www.greenclimate.fund/sites/default/files/page/gcf-branding-guidelines.pdf) and GEF Branding Guide (available at https://www.thegef.org/sites/default/files/documents/GEFBrand_Guidelines_EXT~_0.pdf).

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

11. CI-GCF and CI-GEF Environment Social Management Framework (ESMF). In accordance with CI’s GEF/GCF ESMF (available at https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-(esmf)-version-06), the Service Provider hereby represents that in carrying out the Services it will not source natural resource commodities that contribute to significant conversion or degradation of Natural Habitats (as defined in the ESMF). The Service Provider further agrees to cooperate with CI and to provide all information reasonably requested to support the implementation and monitoring of the ESMF to the extent that the provision of Services/Deliverables triggers any environmental and social safeguards described in the ESMF. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement. [IN THE EVENT OF HIGH RISK ACTIVITIES, PLEASE CONTACT GCO FOR INCORPORATION OF A RELEASE OF LIABILITY]

13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.

14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
Compliance with Law, CI Code of Ethics, and the GEF and GCF Terms and Conditions. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI’s Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.

Service Provider represents and warrants compliance today and throughout the Period of Performance with the GCF Policy on Prohibited Practices, a copy of which is attached hereto as Appendix 3 and incorporated by reference.

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

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.

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.

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.

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.

Non-Assignment: GCF Step-in Rights. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI. In the event that the GCF exercises any step-in rights vis-à-vis CI, Service Provider shall fully cooperate in the effective exercise of this option by the GCF.

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 or suspicions of violations of Funding Terms and Conditions (including the Policy on Prohibited Practices and Code of Ethics) or other Project-related grievances. Grievances will be addressed in accordance with the grievance mechanism described in the Project Environmental and Social Management Framework or the CI-GCF and CI-GEF Mechanism for Integrity-Related Grievances,
as applicable. Service Provider shall ensure that all of its employees, sub-contractors and sub-grantees are informed of Grantor's grievance mechanism at www.ci.ethicspoint.com or via phone to a local dial-in number displayed at www.ciethicspoint.com ("CI Ethics Hotline"). CI will promptly investigate any grievances submitted to the CI Ethics Hotline. CI will treat complaints as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable CI or law enforcement to conduct an adequate investigation.

Service Provider shall not retaliate against any employee or other person who submit such grievances in good faith. Retaliation is subject to termination of this Agreement and other sanctions, including ineligibility of Service Provider to submit future proposals to CI for GCF- and GEF-related activities.

22. **Audit; Financial Review.** The Service Provider shall permit CI or the GCF, or any party designated by CI or the GCF, 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 GCF for review, or to have them audited by auditors appointed by CI, the GCF, or the GEF if so requested by CI, the GCF, or the GEF.

23. **Waiver.** Either party may specifically waive any rights under this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the rights waived. No waiver shall constitute a continuing waiver of similar or other rights.

24. **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.

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

If to Service Provider:
[Click and type Contractor name]
[Click and type Contractor Address]
Phone: [Click and type Contractor phone]
Fax: [Click and type Contractor fax]

If to CI:
Attn: [Click and type contact person]
Conservation International Foundation
2011 Crystal Drive, Suite 600
Arlington, VA 22202
Phone: 703-341.2400
Fax: [click and type your fax number]

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

[CLICK AND TYPE CONTRACTOR NAME] Conservation International Foundation
Appendix 1: Delivery Schedule
Attachment 2: CI Code of Ethics
Attachment 3: GCF Policy on Prohibited Practices

APPENDIX 1: DELIVERY SCHEDULE
APPENDIX 2: ETHICS STANDARDS

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

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

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

Integrity:
- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where CI works.
- Reflect actual expenses or work performed in expense reports, timesheets, and other records.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

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

Accountability:
- Disclose to a supervisor and the General Counsel’s Office, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Exercise responsible stewardship over CI’s assets and resources; spend funds wisely, in the best interests of CI and in furtherance of its mission. Adhere to and respect the wishes of its donors.
- Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with a goal of increasing overall organizational performance.

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

Mutual Respect and Collaboration:
• Assist its partners in building the necessary capacity to carry out conservation programs efficiently and effectively and to manage funds in a fiscally and operationally prudent manner.
• Create constructive relationships with grant-seekers and other partners based on mutual respect and shared goals by communicating clearly and timely and respecting our partners’ expertise in their field of knowledge.
• Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.

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

FOR SERVICE PROVIDER:

By: _________________________

Title: _________________________
APPENDIX 3: GCF POLICY ON PROHIBITED PRACTICES


I. Introduction

1. The objective of the Green Climate Fund (GCF or Fund) is to contribute to the achievement of the ultimate objective of the United Nations Framework Convention on Climate Change (UNFCCC). In the context of sustainable development, the GCF will promote the paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change, considering the needs of those developing countries particularly vulnerable to the adverse effects of climate change.

2. The GCF maintains a zero-tolerance policy toward Prohibited Practices and is strongly committed to preventing and combating Prohibited Practices. The GCF expects individuals and entities involved in Fund-related Activities (as defined below) to observe the highest standards of integrity, to refrain from directly or indirectly, condoning, encouraging, participating in or engaging in engaging in Prohibited Practices and to take measures, where and when appropriate, to prevent and combat Prohibited Practices regarding all Fund-related Activities.

3. The GCF shall take all reasonable steps to ensure that all resources and assets entrusted to it are managed with the highest levels of integrity, and to the fullest extent possible, free from prohibited practices.

4. The GCF recognizes established international practices and policies with respect to the prohibition of Prohibited Practices, and particularly the principles in the United Nations’ Convention against Corruption and other instruments related thereto.

II. Purpose

5. The purpose of this Policy on Prohibited Practices (Policy) is to establish the specific conduct and activities which are prohibited by the GCF, the obligations of Covered Individuals and Counterparties to uphold the highest standards of integrity and to refrain from Prohibited Practices, and the actions which the GCF may take when prohibited practices are alleged to have occurred in Fund-related Activities.

III. Definitions

6. For the purposes of this Policy the following terms shall have the meaning set out below:

(a) “AML/CFT Policy” means the GCF’s Anti-Money Laundering and Countering the Financing of Terrorism Policy adopted by the Board by decision B.18/10 and set out in Annex XIV thereto;

(b) “Board” means Board of the Green Climate Fund;

(c) “Board Appointed Official” means the Executive Director, the Head of the Independent Evaluation Unit, the Head of the Independent Integrity Unit and the Head of the Independent Redress Mechanism, who are appointed by the Board;

(d) “Conflict of interest” means any situation in which a party or any of its staff involved in the relevant decision-making process has interests that could, or could be perceived to, improperly influence the performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
(c) "Counterparty" means any party that contributes to, executes, implements, bids for, or in any way participates in, Fund-related Activities, including receiving a grant, loan or other form of financing or support from the Fund. Counterparties include a contributor, accredited entity, direct access entity, executing entity, delivery partner, fiscal agent, financial intermediary, vendor and (for the purpose of this policy) any entity within, or to which the Secretariat directly disburses GCF resources, including for the Readiness and Preparatory Support Programme;

(g) "Covered Individual" means GCF Personnel, Co-Chairs of the Board, Board and Alternate Members, their Advisers, Board-Appointed Officials and External Members;

(i) "Executing Entity" means any entity, through which GCF funds are channelled or used for the purposes of a Fund-related Activity or part thereof, and/or any entity that executes, carries out or implements a Fund-related Activity, or any part thereof;

(b) "External Member" means an expert appointed by the Board, or procured, selected and contracted by the Secretariat on behalf of the Fund and serving as an external member on a panel or group established by the Board;

(j) "Fund-related Activity" means any activity which is financed, administered or supported by the GCF, either with its own resources or those of others, or any activity that materially affects or may materially affect or otherwise be relevant to the Fund;

(l) "GCF Personnel" means any GCF Staff and any other individual contracted and/or engaged by the GCF and engaged by the GCF to perform official functions for the GCF, excluding Board Appointed Officials and External Members;

(k) "Host Country" means the country or countries in which a Fund-related Activity is to be, is being, or has been, implemented;

(m) "Human Resources Legal Framework" means all policies, instructions, procedures and guidance governing or instructing the conduct of GCF Staff;

(o) "Misconduct" means specific acts of Misconduct by GCF Staff as provided by the Human Resources Legal Framework, and by Board Members, Alternative Board Members, their Advisers, External Members of GCF Panels and Groups, Board Appointed Officials, and the Executive Director as provided in the respective GCF policies on ethics and conflicts of interest;

(c) "Prohibited Practices" mean any of the following practices in relation to Fund-related Activities:

1) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to

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69 The categories of "trainees" and "volunteers" are not currently within the GCF legal framework. Should new categories of personnel be introduced in the future, these would be considered as "individuals contracted by the GCF and engaged by the GCF to perform Fund-related Activities."

68 These are: Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund (decision B.09/03) Policy on Ethics and Conflicts of Interest for External Members of the Green Climate Fund Panels and Groups (decision B.10/13); Policy on Ethics and Conflicts of Interest for the Executive Director of the Green Climate Fund (decision B.10/13); Policy on Ethics and Conflicts of Interest for Board Appointed Officials (decision B.13/27).
influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;

(i) "Fraud" or "Fraudulent practice" means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;

(ii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;

(iii) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;

(iv) "Obstructive practice" includes:

- (1) Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
- (2) Making false statements to investigators in order to materially impede a Fund investigation;
- (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
- (4) Materiaally impeding the Fund’s contractual rights of audit or access to information;

(v) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;

(vi) "Money Laundering" is more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;

(vii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her
report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;

(b) "Financing of Terrorism" or "Terrorist Financing" is defined as the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;

(c) "Staff" means all persons appointed to a post in GCF under a letter of appointment (individually, a "Staff member");

(p) "Subsidiary Agreement" means any agreement entered into by an accredited entity and an Executing Entity for the purpose of implementing a Fund-related Activity; and

(q) "Wrongdoing" means conduct that violates GCF policies or which involves significant risk to the GCF, because it is harmful to its interests, reputation, operations or governance. Wrongdoing includes but is not limited to Misconduct, Prohibited Practices and Conflicts of Interest.

IV. Scope

7. This Policy shall apply to:

(a) The conduct of all Covered Individuals in connection with Fund-related Activities; and

(b) The conduct or practices of any Counterparty in connection with Fund-related Activities, and where applicable, in accordance with the terms of any legal agreement or contract concluded between the Counterparty and the Fund.

V. Guiding Principles

8. The GCF maintains a zero-tolerance policy of Prohibited Practices.

9. Covered Individuals and Counterparties shall maintain the highest level of integrity, accountability and efficiency, refrain from directly or indirectly condoning, encouraging, participating or engaging in Prohibited Practices in any Fund-related Activity and take action to deter, mitigate and/or correct Conflicts of Interest.

10. Any report of suspected Wrongdoing shall be made promptly to the Independent Integrity Unit (IIU) and investigated in accordance with the requirements and procedures set out in the GCF's Policy on whistleblower and Witness, the IIU's investigation standards and any other relevant GCF policies, procedures or guidelines.

11. The IIU shall take proactive measures including proactive integrity reviews to ensure that Prohibited Practices are prevented in Fund-related Activities and shall investigate reports of suspected Prohibited Practices to determine the veracity of the report and to recommend disciplinary/corrective or mitigation measures, in accordance with its Terms of Reference and other policies standards and procedures of the Fund.

12. The GCF may impose administrative sanctions or disciplinary/corrective measures, as appropriate, against any person who or entity which violates this Policy.

13. The GCF is entitled to seek the refund or restitution of GCF proceeds and other GCF funds to the extent such funds have been improperly used by the Covered Individual or Counterparty in a Fund-related Activity.
VI. Obligations of Covered Individuals

14. All Covered Individuals shall refrain from directly or indirectly condoning, encouraging, participating in or engaging in Prohibited Practices. Covered Individuals have a responsibility to avoid situations and activities that might reflect adversely on the GCF, compromise its operations, or lead to real or perceived Conflicts of Interest, as provided in the Human Resources Legal Framework, relevant contractual agreement, or applicable ethics and conflicts of interest policy.

15. Covered Individuals shall not encourage any person or entity to violate this Policy.

16. As provided in the Policy on whistleblower and witness and other relevant policies and procedures of the Fund, Covered Individuals shall report suspected Wrongdoing in relation to any Fund-related Activity.

17. A breach of, or failure to observe, the obligations set out in the paragraphs 14 to 16 by Co-Chairs of the Board, Board Members, Alternative Board Members, their Advisers, Board Appointed Officials, External Members of GCF Groups and Panels, the Executive Director, or GCF Staff shall amount to Misconduct, while for other GCF Personnel it shall amount to a breach of contract.

VII. Obligations of Counterparties

18. In any Fund-related Activity, Counterparties shall maintain the highest levels of integrity, accountability and efficiency, refrain from directly or indirectly condoning, encouraging, participating or engaging in Prohibited Practices, and take action to deter, mitigate and correct Conflicts of Interest.

19. In accordance with relevant GCF policies, standards and procedures, and subject to the terms of legal agreements concluded between a Counterparty and the GCF, Counterparties shall take timely and appropriate measures to:

(a) Ensure that Fund-related Activities are carried out in accordance with this Policy;

(b) Promptly disclose to the GCF any real or perceived Conflicts of Interest in relation to a Fund-related Activity;

(c) Prevent Prohibited Practices from occurring in relation to a Fund-related Activity, including (but not limited to) adopting, implementing, and enforcing appropriate fiduciary and administrative practices and institutional arrangements to ensure that the Fund proceeds in the form of a grant, loan, contract award, or other forms of financing or support are used only for the purposes for which such financing or support was granted;

(d) Promptly inform the GCF of Prohibited Practices found, suspected or alleged in connection with a Fund-related Activity;

(e) Investigate any occurrence of, or report of suspected Prohibited Practices in a Fund-related Activity and report preliminary and final findings of investigations to the GCF;

(f) To the satisfaction of the GCF, respond to, mitigate, and remedy any Prohibited Practice that is found to have occurred in a Fund-related Activity and take actions to prevent the re-occurrence of such Prohibited Practice;

(g) Cooperate fully with the GCF in any IIU investigation into reports of suspected Prohibited Practices in connection with a Fund-related Activity, and take all appropriate measures to ensure the full cooperation of relevant persons and entities subject to such
Investigation, including, in each case, allowing the Fund to meet with relevant persons and to inspect all their relevant accounts, records and other documents relating to the GCF-related Activities and have them audited by, or on behalf of the GCF; and

(b) Ensure that individuals or entities sanctioned by the GCF do not participate in Fund-related Activities in violation of their administrative sanction.\(^{52}\)

20. Subject to terms of their legal agreements with the GCF, Counterparties that are contracted to carry out a Fund-related Activity shall ensure that GCF funds provided for or resulting from the purposes of any such Fund-related Activity are not, or contractually cause such funds not to be, used by it or by any recipients, including any Executing Entity, to whom the funds are disbursed, for any illegal or improper purposes (including bribery), contrary to any contractual agreements with the GCF, or contrary to any laws of the Host Country in which the Fund-related Activity is to be implemented. This obligation shall be met by taking actions including incorporating in Subsidiary Agreements provisions corresponding to a Counterparty’s own rules, policies and procedures which should enable it to comply with this Policy and contractually oblige the Executing Entity to incorporate such provisions in its agreements with third parties relating to the relevant Fund-related Activity.

21. Any Counterparty may seek advice from the GCF Secretariat or the IIU regarding its efforts to satisfy the obligations listed under paragraphs 18 and 19.

VIII. Actions to be taken by the GCF in Cases of Prohibited Practices

8.1 Covered Individuals

22. A Staff member who is found to have directly or indirectly condoned, encouraged, participated in or engaged in a Prohibited Practice may be subject to disciplinary measures,\(^ {53}\) as provided in the Human Resources Legal Framework.

23. Any other GCF Personnel who is found to have directly or indirectly condoned, encouraged, participated in or engaged in a Prohibited Practice may be subject to administrative sanctions, as provided in the terms of the contractual agreement concluded between the GCF Personnel and the GCF.

24. With the exception of the role stipulated in paragraph 27, any disciplinary measures or administrative sanctions to be imposed on GCF Personnel shall be determined and enforced by the Executive Director. The Executive Director shall be guided by the findings and recommendations made by the IIU at the conclusion of its investigation of a report of suspected Wrongdoing concerning GCF Personnel as provided for in this Policy. Notwithstanding the foregoing, in the event that the suspected Wrongdoing is alleged to have been committed by GCF Personnel working under the Authority of the IIU, the relevant investigations shall be conducted in accordance with procedures to be approved by the Board.\(^ {54}\)

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\(^{52}\) This is subject to the adoption of policies regarding sanctions and exclusions.

\(^{53}\) Corrective measures may include censure, suspension from duty with or without pay or with reduced pay, demotion, reduction in pay, or separation of the staff member from the service of the GCF. A staff member may also be suspended from duty with pay, without prejudice, pending investigation of a charge.

\(^{54}\) Paragraph 7, Annex IV, decision B.06/09, until such time as the relevant procedures have been approved by the Board, reports of suspected Wrongdoing by GCF Personnel working under the authority of the Head of the IIU shall be addressed by the Ethics and Audit Committee.
25. Reports of suspected Wrongdoing concerning GCF Board Appointed Officials (except for the Head of the IIU) or External Members or their Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure or administrative sanction thereto, shall be addressed according to the procedures set out in the Policy on Ethics and Conflicts of Interest for Board Appointed Officials, the Policy on Ethics and Conflicts of Interest for the Executive Director of the Green Climate Fund, and the Policy on Ethics and Conflicts of Interest for External Members, as appropriate.

26. Reports of suspected Wrongdoing concerning the Head of the IIU or her/his Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure thereto, shall be referred to and addressed by the Ethics and Audit Committee, in accordance with the Policy on Ethics and Conflicts of Interest for Board Appointed Officials.

27. Reports of suspected Wrongdoing concerning a GCF Personnel of the IIU, or his or her Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure thereto, shall be referred to and addressed by the Ethics and Audit Committee on an interim basis until an appropriate mechanism or procedure is established by the GCF Secretariat, in consultation with the Board, as stipulated in the Policy on Ethics and Conflicts of Interest for Board Appointed Officials.

28. Reports of suspected Wrongdoing concerning a Co-Chair of the Board, Board Member, Alternate Board Member or Adviser or their Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any corrective measure thereto, shall be addressed according to the procedures set out in the Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund.

8.2 Counterparties

29. The IIU shall investigate reports of suspected Wrongdoing regarding Counterparties in accordance with the Fund’s investigative standards and procedures, and shall report its findings and recommendations to the Executive Director and the Ethics and Audit Committee. For that purpose, the IIU shall:

(a) Cooperate closely with the relevant departments or units of Counterparties regarding investigations, guided by cooperation agreements concluded between the IIU and Counterparties; and

(b) Share best practices and give guidance to support the Fund’s readiness activities.

30. The GCF has the right to reject or disqualify a proposal for a Fund-related Activity if it determines that the Counterparty has directly or indirectly condoned, encouraged, participated or engaged in any Prohibited Practices in the preparation of the project proposal.

31. The GCF has the right, subject to the terms of any legal agreement entered into between a Counterparty and the GCF, to sanction any Counterparty for directly or indirectly condoning, encouraging, participating in, engaging in or otherwise failing to prevent or effectively mitigate any Prohibited Practice in a Fund-Related Activity in accordance with the GCF’s policies, guidelines and procedures, as may be adopted and amended from time to time. Administrative sanctions may include:

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As defined in the Policies on Ethics and Conflicts of Interest and the Terms of Reference of the IIU.
(a) Reprimand in reference to a formal letter of reprimand of the Counterparty’s behaviour;

(b) Cancellation or suspension in reference to cancellation or suspension of GCF proceeds (in whole or in part) which have been allocated to a Counterparty but not yet disbursed under a financing agreement or contract for goods or services;

(c) Debarment in reference to a declaration that a Counterparty, either indefinitely or for a specified period, is ineligible:
   (1) To be awarded future financing from the Fund;
   (2) To be awarded a contract financed by the Fund;
   (3) To benefit from a contract financed by the Fund, financially or otherwise, for example as a subcontractor; and
   (4) To otherwise participate in GCF-related Activity, in whole or in part;

(d) Conditional Non-Debarment in reference to a requirement for the Counterparty to comply, within specified time periods, with certain remedial, preventative or other measures as a condition to avoid debarment. In the event the Counterparty fails to demonstrate its compliance with the prescribed conditions within the time periods established, a debarment may automatically become effective for a period; and

(e) Restitution of funds in reference to restitution of improperly used or diverted GCF proceeds or other GCF Funds.

32. Subject to the adoption of the administrative sanctions and exclusions policy, as an interim measure, the EAC will make a preliminary determination of the administrative sanction to be imposed on a Counterparty for confirmation by the Board.

IX. Referrals

33. The IIFU, guided by the IIFU’s Terms of Reference and the Human Resources Legal Framework, shall refer any report of suspected Wrongdoing which falls outside the competency of the IIFU, to the appropriate office, division or unit with the GCF [including the Independent Redress Mechanism] for resolution.

34. Where the IIFU determines, upon the conclusion of an investigation, that an unlawful or criminal activity has or may be reasonably suspected to have occurred, the IIFU may recommend to the Executive Director and the Ethics and Audit Committee that the matter be referred to the component authorities. The Executive Director in consultation with the Ethics and Audit Committee shall determine whether to make the referral. In cases where a Covered Individual who enjoys GCF privileges and immunities is involved in a suspected unlawful or criminal activity, the Executive Director may also determine whether or not to waive the Covered Individual’s privileges and immunities.

X. Communication and Capacity Building Actions

35. The IIFU will proactively make known and communicate widely this and other integrity policies and procedures of the GCF to Covered Individuals, Counterparties and other stakeholders through all available means and as far as possible. It shall ensure that channels for reporting suspected Prohibited Practices are easily accessible and available.

36. To further the effective implementation of this Policy, the IIFU will conduct integrity training in coordination and cooperation with relevant offices of the GCF Secretariat.
Counterparties and other stakeholders. The IIU will promote peer learning and engage in platforms for the sharing of best practices and give guidance that can be helpful in the implementation of Fund-related Activities.

37. The IIU will provide policy and best practice advice and support to Accredited Entities and other relevant stakeholders in developing and implementing their own Prohibited Practices policies and procedures regarding Fund-related Activities.

XI. Policy administration, monitoring, reporting and review

38. The IIU, shall be responsible for the implementation of this Policy. The IIU shall collaborate with the Secretariat to advise and ensure the effective implementation of the policy including regular engagement and communication within the scope of the Policy.

39. The IIU shall report on the implementation of this Policy, on an annual basis to the Board.

40. The Secretariat shall, in collaboration with the IIU, implement this Policy through obtaining appropriate contractual protections and ensuring that obligations of Counterparties stipulated in the Policy are provided for in its legal agreements/arrangements with Covered Individuals and Counterparties and through assessing, reviewing, monitoring and reporting the compliance of Covered Individuals and Counterparties to this Policy.

41. The IIU shall proactively monitor and review the implementation of this Policy.

42. The Ethics and Audit Committee shall, every three years with the support of the IIU, present a report to the Board on issues related to the implementation of this Policy along with any recommendations for changes to it.

XII. Consequential amendments to existing policies

43. The definition of "Prohibited Practices" in the Policies on Ethics and Conflicts of Interest for Board (including alternate Board members and advisers), External Members and Board Appointed Officials (other than the Executive Director) is hereby amended such that with respect to:

   (a) The 'Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund', the definitions in paragraph 3(m)(i)-(v) of Annex I to decision B.09/03 shall be deleted and replaced with the definitions set out in paragraphs 6(m)(i)-(ix)) above, to read as follows:

   (i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;

   (ii) "Fraud" or "Fraudulent practice" means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;
(iii) “Coercion” or “Coercive practice” means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;

(iv) “Collusion” or “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;

(v) “Obstructive practice” includes:
   
   (1) Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
   
   (2) Making false statements to investigators in order to materially impede a Fund investigation;
   
   (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
   
   (4) Materially impeding the Fund’s contractual rights of audit or access to information;

(vi) “Abuse” means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;

(vii) “Money Laundering”56 is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;

(viii) “Retaliation against Whistleblowers or Witnesses” means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;

(ix) “Financing of Terrorism” or “Terrorist Financing” is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;57

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56 Based on definitions used in the Interim Policy, as elaborated in the AML/CFT policy (decision B.18/10).
57 Id.
(e) "Harassment" means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment;

(f) The 'Policy on Ethics and Conflicts of Interest for External Members of the Green Climate Fund', the definitions in paragraph 3(n)(i)-(v) of Annex XXVI to decision B.10/13 shall be deleted and replaced with the definitions set out in paragraphs 6(n)(i)-(ix) above, to read as follows:

(i) “Corruption” or “Corrupt practice” means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;

(ii) “Fraud” or “Fraudulent practice” means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;

(iii) “Coercion” or “Coercive practice” means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;

(iv) “Collusion” or “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;

(v) “Obstructive practice” includes:

1. Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;

2. Making false statements to investigators in order to materially impede a Fund investigation;

3. Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or

4. Materially impeding the Fund’s contractual rights of audit or access to information;

(vi) “Abuse” means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;

(vii) “Money Laundering” as is more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of
concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;

(vii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;

(ix) "Financing of Terrorism" or "Terrorist Financing" is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;59

(e) "Harassment" means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment.; and

(c) The 'Policy on Ethics and Conflicts of Interest for Board Appointed Officials', the definitions in paragraph 5(o)(i)-(v) of Annex V to decision B.13/27 shall be deleted and replaced with the definitions set out in paragraphs 6(n)(i)-(ix)) above, to read as follows:

(i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;

(ii) "Fraud" or "Fraudulent practice" means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;

(iii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;

(iv) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;

59 id.
(c) "Obstructive practice" includes:

1. Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;

2. Making false statements to investigators in order to materially impede a Fund investigation;

3. Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or

4. Materially impeding the Fund’s contractual rights of audit or access to information;

(v) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;

(vi) "Money Laundering" is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;

(vii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;

(viii) "Financing of Terrorism" or "Terrorist Financing" is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism; 61

60 Based on definitions used in the Interim Policy, as elaborated in the AML/CFT policy (decision B.18/10).

61 Id.

44. The definitions of Prohibited Practices in this Policy shall replace the definitions and scope of Prohibited Practices in any other existing GCF Policy.
Annex C - Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility

This document to be signed by the Offerors (or Offeror’s representative) and must be submitted with the proposal to CI. No revisions may be made to this section.

Solicitation Number: Number of RFP 1

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI’s Code of Ethics. CI’s Code of Ethics provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI’s core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

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

I. With respect to CI’s Code of Ethics, we certify:
   a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

II. With respect to social and environmental standards, we certify:
   a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.

   b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

III. With respect to our eligibility and professional conduct, we certify:
   a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as
determined by a regulatory body responsible for licensing and/or regulating the offeror’s business

b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.

c. We are/were not involved in writing or recommending the 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: ________________________________________________________________