

Request for Proposal (RFP)

Date: 24 September 2020

Request for Proposal: RFP No. CITL-20210101 Community Natural Resource Management Training including plant nursery development, and sustainable forestry & farming techniques.

Conservation International Foundation (hereinafter referred to as "Conservation International"), is issuing a Request for Proposal (RFP) for the **Community Natural Resource Management Training.**

The attached RFP contains all the necessary information for interested Offerors.

Offeror should indicate their interest in submitting a proposal for the anticipated agreement by sending an email to timor-leste@conservation.org. Interested Offerors can submit their questions timor-leste@conservation.org by 8 October 2020.

Offers must be received no later than **5pm (Timor-Leste time) on Thursday 15 October 2020**. All offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified training and in accordance with Cl's Code of Ethics.

Page: 1 of 15

Template Date: May 22, 2018



Request for Proposals

RFP No. CITL-20210101

For the provision of

Community Natural Resource Management Training

Contracting Entity:

Conservation International Timor-Leste

Funded under:

Asia Pacific Field Division

Page: 2 of 15

Template Date: May 22, 2018



Table of Contents:

Section 1.	Instructions and General Guidance
1.1	Introduction
1.2	Offer deadline
1.3	Instruction for offerors
1.4	Chronological List of Events
1.5	Evaluation and basis for Selection
Section 2.	Scope of Work, Deliverables, and Deliverables Schedule
Section 3.	Cl's Service Agreement Template & Ethics Standards

1. Instructions and General Guidance

1.1. Introduction

CI, the Buyer, is soliciting offers consultants to submit proposals to carry out consultancy services to deliver community-based Natural Resource Management training including sustainable forest management, nursery operations and sustainable agriculture.

The objective of this consultancy is to provide skills-based capacity building to communities on a tailored basis to 10 project sucos.

Community based NRM capacities will be developed in ten sucos, including four in the Comoro catchment and six in the Irabere catchment. The long-term success of the community driven approach advocated by the project will depend on achieving behavioural change with respect to unsustainable exploitation of forest resources in part through developed capacities for sustainable forest management, nursery operations, and sustainable agriculture.

Objectives:

The overall goal of the training is to improve capacity of community members, including youths, from the 10 project sucos in Natural Resource Management. The skills gained should contribute to improved management of local natural resources and the concepts learned should help to improve understanding of the benefits of natural resource management for the community.

1.2. Offer Deadline

Offerors are requested to submit their offers electronically at the following email address <u>timor-leste@conservation.org</u>

Page: 3 of 15

Template Date: May 22, 2018



Offers must be received no later than **5pm (Timor-Leste time) on Thursday 15 October 2020.** Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

1.3. Instruction for Offerors

All proposals must be submitted in English or Tetun and consist of:

- Technical proposal
- Cost proposal

1.3.1. Technical Proposal

The technical proposal shall comprise the following parts:

• Part 1: Technical Approach, Methodology and Work Plan. This part shall be between 2 and 5 pages long but may not exceed 5 pages.

The Technical Proposal should describe in detail how the offeror intends to carry out the requirement described in Section 2, Scope of Work (SOW). For example, which topics will be taught, by what methods and when.

- Part 2: Management and Key Personnel. This part should include CV of consultant(s) that will be assigned to the implementation of the proposed methodology. CVs must demonstrate:
 - relevant experience delivering community-based training in natural resource management;
 - evidence of existing training materials related to issues of sustainable land management and environmental management at the community level;
 - good knowledge of environment in Timor-Leste;
 - excellent communication skills in Tetun and a sound knowledge of English.
- Part 3: The offeror must provide three references of similar work.

1.3.2. Cost Proposal

Offerors shall use the cost proposal template "Detailed Budget" attached in below. The cost proposal must be valid for at least 90 days after submission to CI. The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offerors proposal be accepted. 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 [USD]. 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 or completeness of an Offeror's cost proposal.

Page: 4 of 15

Template Date: May 22, 2018



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

DESCRIPTION OF SERVICE	DAILY OR HOURLY COST	UNIT NUMBER (USD)	OTHER COSTS (USD)	TOTAL COST (USD)
TOTAL				

1.4. Chronological List of Proposal Events

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

• RFP published: Thursday **24 September 2020**

• Proposal due date: Thursday 15 October 2020 (5pm Timor-Leste)

• Expected contract commencement: TBD

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

1.5. Evaluation and Basis for Selection

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

	Evaluation Criteria	Total Possible Points
I	Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work	Plan
1	Does the proposal clearly explain, understand, and respond to the objectives of the project as stated in the Scope of Work?	20
2	Does the proposed approach, activities and timeline fulfill the requirements of the Scope of Work effectively and efficiently?	20

Page: 5 of 15

Template Date: May 22, 2018



3	Does the proposal demonstrate appropriate experience delivering successful training on natural resource management issues relating to sustainable forestry, nursery operations and sustainable agriculture in Timor-Leste?	25
II	Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan	
4	To what extent does the proposed consultant have necessary experience and capabilities to carry out natural resource management training at the community level?	25
III	Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)	
5	Budget – does the budget indicate accurate and appropriate costs for the work required?	10

2. Scope of Work, Deliverables, and Deliverable Schedule

2.1. Scope of Work

The trainer will support the project by providing community training on natural resource management. Within the Project, capacities of local communities will be strengthened through skills-based capacity building for Natural Resource Management, including sustainable forest management, nursery operations and sustainable agriculture.

- CI will accept offers for training at both sites, or either the Comoro or Irabere catchment.
- Training is to be delivered in batches, with sessions planned in the 10 project sucos in the Comoro and Irabere catchments; 4 *sucos* in Comoro (Ulmera, Lihu, Fahilebo and Leorema) and 6 in Irabere (Uacala, Baricafa, Lari-sula, Bahatata, Ira bin de Cima and Cainliu).
- The trainer is suggested to deliver the training activity at existing community nurseries and in the field and potentially some sessions in the suco center if necessary.
- Trainees are expected to be from the project community groups, and some on the project's youth training program.
- Trainers will work with project communities during a 6+ month timeframe, delivering packets of training within the communities at different times a few days a week or monthly
- It is important that young people join the training and it is important that communities are
 engaged over multiple months to help gradually develop skills and understanding of
 concepts while the training runs parallel with other linked project activities, such as
 reforestation and livelihood initiatives.
- It is expected that approximately 40 trainees will attend training at each of the 10 sucos, giving a total of 400 individuals trained.

Activities

Conduct a participatory training needs assessment.

Page: 6 of 15

Template Date: May 22, 2018



- Develop a training plan for each community based on training needs assessment.
- Pre training preparation with the communities (including site selection and logistics), ensuring necessary field preparation is in place before training begins.
- Deliver training in ten project sucos (or indicate only sucos at one site Comoro or Irabere) over a period of approximately 6 months (training not expected to be full-time, it will be conducted periodically throughout the 6 month period).
- Develop and undertake monitoring of training outputs, this may be in the form of training assessment or monitoring of community implementation.

Indicative Training Topics

The following is a suggestion, offerors are encouraged to suggest further possible topics based on the offeror's technical specialization and capacity.

- Sustainable Forestry (seed selection, plant nursery operations, sustainable forest harvesting, farmer managed natural forest regeneration, fire management, etc)
- Water Management (rainfall harvesting, water source conservation, efficient water use, etc.)
- Permaculture and sustainable agriculture (mixed crops, home garden management, landscape management)
- Soil Management (soil structure, soil moisture, and soil nutrient management)

2.2 Deliverables

- Workplan of all activities for the contract duration with deliverables and dates identified.
- Pre training assessment for each of the ten communities.
- Training materials, session plans, monitoring plans and any additional training resources.
- Monitoring documents and/or training assessment results, attendance records, and certificate of attendance for each trainee.
- Summary training report and package of all materials.

2.3 Deliverable Schedule

Deliverable	Delivery timeframe	Tentative delivery dates
Workplan	2 weeks from contract signing.	22 October 2020
Pre-training Assessment	4 weeks from contract signing.	5 November 2020
Training materials,	6 weeks from Contract signing	19 November 2020
monitoring plans, and		
supporting documents		
Monitoring documents	8 weeks, 16 weeks, and 24	3 December 2020, 28
	weeks after contract signing.	January 2021, 25 March
		2021
Summary training report	26 weeks after contract signing	8 April 2021

Page: 7 of 15

Template Date: May 22, 2018



3. CI Service Agreement

CI's Service Agreement Template & Ethics Standards

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

Service Agreement Number: [CONTRACT NUMBER]

Project Title: [PROJECT]

This Services Agreement (the 'Agreement') is made and entered into as of **START DATE** (the 'Effective Date') by and between Conservation International Foundation ('Cl'), a nonprofit public benefit corporation organized under the laws of the State of California and **SERVICE PROVIDER NAME** a **[LEGAL ENTITY TYPE**] ('Service Provider').

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

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

Page: 8 of 15

Template Date: May 22, 2018



- Period of Performance. The Performance Start Date is **START DATE** The Performance End Date is **END 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.
- 4. <u>Compensation.</u>
 - <u>Fee for Services</u>. In consideration of Service Provider's performance of the Services during the Period of Performance, CI shall pay Service Provider an amount equal to US\$**AMOUNT**
 - b. <u>Expenses</u>. The Fee For Services set forth above is inclusive of all expenses.

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.

- c. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.
- d. Payment Terms.
- e. 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 and approval of Consultant's invoice.

- 5. <u>Acceptance of Deliverables; Time is of the Essence.</u>
 - a. <u>Acceptance Criteria</u>. Service Provider is expected to perform the Services and Deliverables in accordance with the acceptance criteria included at **Annex 1**, 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
 - 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 10 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. <u>Time is of the Essence.</u> Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

Page: 9 of 15

Template Date: May 22, 2018



- 6. Termination. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (incl. all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider's failure to perform any of the Services to CI's satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI's satisfaction.
- 7. <u>Indemnification</u>. Service Provider hereby covenants and agrees to indemnify CI and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Service Provider's employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.
- 8. Relationship of CI and Service Provider.
 - a. [IF A COMPANY] Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
 - b. [IF AN INDIVIDUAL] Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.

 Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.
 - c. Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.
- 9. Government Officials and Employees. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) that is not reasonable, bona fide, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at Cl's request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any

Page: 10 of 15

Template Date: May 22, 2018



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.

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

11. Intellectual Property

All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to Cl 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 Cl. All Works shall be deemed "works made for hire" within the meaning of U.S. copyright law, and Cl 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 Cl, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to Cl and waives all its rights, title and interest in and to the Works, including moral rights. Upon Cl's request and at its expense, Service Provider agrees to cooperate with and assist Cl 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.

12. <u>CI-GEF Environment Social Management Framework (ESMF).</u> The Service Provider is responsible for the implementation and monitoring of any required safeguard instrument or other required measures to address the Environmental and Social Management Framework, made public on the CI-GEF Project Agency webpage http://www.conservation.org/about/gef/Pages/default.aspx. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

Page: 11 of 15

Template Date: May 22, 2018



- 13. <u>Security and Safety</u>. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
- 14. <u>Travel</u>. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
- 15. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
- 16. Compliance With Law; CI Code of Ethics. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with Cl's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
- 17. Service Provider's Anti-Terrorism Representation And Warranty. Service Provider is hereby notified that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.
- 16. Counterparts And Facsimile Signatures.
 - a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
 - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.
- 17. <u>Severability.</u> 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,

Page: 12 of 15

Template Date: May 22, 2018



- unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 18. <u>No Third-Party Beneficiaries.</u> 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.
- 19. <u>Non-Assignment.</u> This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
- 20. <u>Waiver</u>. Either party may specifically waive any rights under this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the rights waived. No waiver shall constitute a continuing waiver of similar or other rights.
- 21. <u>Entire Agreement; Amendments.</u> This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not be amended, supplemented, or modified in any respect except by written agreement signed by both parties.
- 22. <u>Notices</u>. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

APPENDIX 1
TERMS OF REFERENCE AND DELIVERY SCHEDULE

Page: 13 of 15

Template Date: May 22, 2018



APPENDIX 2

ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality: Page: 14 of 15

Template Date: May 22, 2018



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

Mutual Respect and Collaboration:

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

Page: 15 of 15

Template Date: May 22, 2018