Request for Proposals

Title: Indigenous Peoples and Local Communities Nature Based Projects Governance: Landscape Assessment and White Paper

RFP No: CFD-002-2024

Date of Issuance: February 5, 2024

1. Project background

At the 15th Conference of Parties of the Convention on Biological Diversity, which took place in Montreal, Canada between 07-19 December 2022, Parties signed the Kunming-Montreal Global Biodiversity Framework (GBF). The GBF target 19(c) states; “Leveraging private finance, promoting blended finance, implementing strategies for raising new and additional resources, and encouraging the private sector to invest in biodiversity impact funds and other instruments”; and 19(d) states; “stimulating innovative schemes such as payment for ecosystem services, green bonds, biodiversity credit offsets and credits, and benefit-sharing mechanisms, with environmental and social safeguards”.1

As a result of these recent developments, biodiversity credits are gaining momentum and rapidly becoming part of the policy agenda for increasing the flow of or financing into projects that will halt and reverse nature loss.2

Indigenous Peoples and local communities (IP&LC) effectively manage 80 percent of global biodiversity and over one-third of global intact forests.3 It is therefore indispensable that IP&LC have the opportunity to effectively engage, participate and have their voices heard as these new markets form. Without effective governance including the necessary safeguards in place, IP&LC risk being disproportionately vulnerable to biodiversity credit markets, particularly in the Global South.4

2. Project purpose

COP 16 is fast approaching and at the same time biodiversity credit markets are also moving at an alarming rate, providing very limited time for IP&LC to effectively participate. While a number of papers and other thought products to date have sought to articulate broad governance needs and principles, these have not

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1 COP15: Final text of Kunming-Montreal Global Biodiversity Framework | Convention on Biological Diversity (cbd.int)
2 The emerging governance landscape for biodiversity credit markets - Pollination | Climate Change Investment & Advisory Firm (pollinationgroup.com)
3 https://cdn.statcdn.com/infographic/images/normal/27805.jpeg
4 From Paper to People: Bringing Equity to Carbon Markets - RMI
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come from the perspective of the governance experiences or approaches of IP&LCs in support of a Mother Earth-centric\(^5\) approach as noted in the GBF.

The purpose of this Request for proposal is therefore to secure the services of organization(s) with experience and networks in the IP&LCs nature sector to deliver the following:

- Undertake a series of regional landscape assessments to understand different approaches to IP&LC governance\(^6\) including the application of Indigenous Knowledge\(^7\) (IK) in nature-based projects\(^8\)
- Develop a white paper on IP&LC governance in nature-based projects to inform what effective and legitimate\(^9\) IP&LC governance could look like for biodiversity credit markets.
- Organize a convening to discuss the outcomes from the above work and next steps to best support IP&LC participation in biodiversity credit markets.

3. Terms of Reference, Deliverables and Deliverables Schedule

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\(^5\) Target 19 [cbd.int] Mother Earth-centric: Eocentric and rights-based approach enabling the implementation of actions towards harmonic and complementary relationships between peoples and nature, promoting the continuity of all living beings and their communities and ensuring the non-commodification of environmental functions of Mother Earth.

\(^6\) The term ‘governance’ is used to describe the way a group of people organise themselves in order to achieve goals and share responsibilities. When discussing the relationship between Indigenous peoples and governance, the term ‘cultural governance’ is also used. Cultural governance refers to the structures people create to make decisions about how culture is maintained, managed and promoted. Cultural governance can include:
- Indigenous governance: The structures, systems and processes an Indigenous community uses to make decisions, engage in economic and social activities, and define the roles and responsibilities of its leaders.
- Corporate governance: The structures, systems and processes those responsible for a company use to manage operations and achieve particular objectives. (Indigenous peoples and governance — Agreements, Treaties and Negotiated Settlements [atns.net.au])

\(^7\) Indigenous Knowledge also referred to as Traditional Knowledge or Traditional Ecological Knowledge is a body of observations, oral and written knowledge, innovations, practices, and beliefs that promote sustainability and the responsible stewardship of cultural and natural resources through relationships between humans and their landscapes. Indigenous Knowledge cannot be separated from the people inextricably connected to that knowledge. It applies to phenomena across biological, physical, social, cultural, and spiritual systems. Indigenous Peoples have developed their knowledge systems over millennia and continue to do so based on evidence acquired through direct contact with the environment, long-term experiences, extensive observations, lessons, and skills.


\(^8\) Where nature-based projects includes conservation projects, restorations projects, carbon projects and other projects based on nature that are led by IP&LC or have significant IP&LC involvement

\(^9\) Any form of governance must be both effective and legitimate. Effective governance means having rules, structures and processes capable of achieving your objectives. Effective governance gets things done. Legitimate governance means your members see your rules, structures and processes as credible and worthy. They match their ideas about how authority should be organised and power exercised. Legitimate governance gets things done ‘properly’. ([Effective Indigenous governance - AIGe](http://www.aige.org.au/))

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The project will be delivered in two phases:

- **Phase 1:**
  - Undertake regional landscape assessments of approaches to IP&LC governance including the application of Indigenous Knowledge (IK) in nature-based projects. The assessment is to be undertaken at project, local, sub-national and national levels. A separate landscape assessment is also to be undertaken at the international level.

- **Phase 2:**
  - Consolidate the findings from phase 1 and develop a white paper to inform how biodiversity credit markets could incorporate legitimate and effective IP&LC governance.
  - Organize a convening to discuss the outcomes from the above work and next steps to best support IP&LC participation in biodiversity markets.

While we are seeking this project to be undertaken globally, we are also aware that sufficient expertise may best be sourced for Phase 1 on a regional basis. As a result, bidders are requested to note in their response to this request for proposal which Phases of work they are bidding for and which socio-cultural regions they will cover:

- Africa
- Arctic
- Asia
- Central and South America and the Caribbean
- Central and Eastern Europe, Russian Federation, Central Asia and Transcaucasia
- North America
- Pacific
- International (i.e. focus on international governance structures) – this is required if bidding to lead the Phase 2 work.

This is further expanded upon below.

**Phase 1: IP&LC governance in nature-based projects landscape assessment**

**Description of Requested Services**

For the nominated socio-cultural region/s that the service provider will be covering a landscape assessment is to be undertaken to understand different approaches to IP&LC governance of / in nature-based projects, including the application of Indigenous Knowledge (IK). The landscape assessment is to comprise a literature review and process of stakeholder engagement and a summary report as noted in the deliverables below. The assessment is to be undertaken at project, local, sub-national and national levels. A separate landscape assessment is also to be undertaken at the international level where the bidder has elected this to be within their scope and they are successful with the bid.

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10 Aligned to those of the UN Permanent Forum on Indigenous Issues

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It is expected that the service provider will meet regularly (e.g. bi-weekly) with CI’s team for updates and discussions on progress, analysis and results. It should be noted that English is to be the working language including of any deliverables.

**Phase deliverable due date:** 4 months from project inception or no later than the end of July 2024

Table 1. Phase 1 Deliverables each socio-cultural region

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Attend a kick off meeting</td>
<td>• Participate in a Project kick off meeting to confirm project approach, timeline and ways of working</td>
</tr>
<tr>
<td>1.2</td>
<td>Desk top literature review with summary outcomes</td>
<td>• Undertake a review of any existing literature of IP&amp;LC approaches to governance in nature-based projects for the region in question. The landscape assessments should consider governance structures at project, local, sub-national and national levels. (Note where the consultant has elected to undertake the review at the international level this is looking at international governance structures for IP&amp;LC in nature-based initiatives)</td>
</tr>
</tbody>
</table>
|    | Documented stakeholder engagement process including list of stakeholders to be interviewed and key questions | • Use the literature review to inform design of a stakeholder engagement process for the region in question including identifying stakeholders to engage and the key questions for stakeholder discussions (noting the outcomes of the literature review). For the international review this should include engagement with existing and emerging initiatives such as the Biodiversity Credit Alliance and the UK France International Advisory Panel on Biodiversity Credits. The below questions should be part of this design, however, can be edited in consultation with CI (noting these are focused at the project level and should be modified to accommodate similar questions at local, sub-national, national and international levels):  
  - What are your traditional governance structures and processes?  
  - Have you incorporated those practices into nature-based projects? If not, what approaches would be best for your community?  
  - How is IK operationalized?  
  - What are the processes in your area for passing over IK, how are you including elders and youth in these projects |
<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
</tr>
</thead>
</table>
|    |                                                                              | and developing your next generation of leaders for these projects?  
|    |                                                                              |   - What processes do you undertake to ensure your approach to governance remains legitimate and effective?  
|    |                                                                              |   - From your experience and learnings, what have been the governance stumbling blocks for your participation in nature-based projects?  
|    |                                                                              |   - Are you aware of more effective approaches to IP&LC governance in other sectors? If so what are they and why are they more effective?  
|    |                                                                              |   - What obstacles or barriers have you experienced in regards to participating in nature-based projects and what solutions have you derived or would recommend? Are there any other recommendations you would make to best support IP&LC participation in nature-based projects? Are there any learning needs that would support this?  
|    |                                                                              |     - Design stakeholder engagement process  
| 1.3 | Summary report of stakeholder engagement discussions                       | Undertake stakeholder engagement consistent with the engagement process                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.4 | Regional landscape assessment report (in English)                           | Compile report of landscape assessment  
|    | Power point slides summarizing report                                       | Report should consolidate findings from the literature review and stakeholder engagement and also include:  
|    | Completed no later than July 31, 2024                                       |   - examples of good practice IP&LC governance in nature-based projects  
|    |                                                                              |   - lessons learned for improvement (where things haven’t gone well)  
|    |                                                                              |   - recommendations on what legitimate and effective IP&LC governance could look like for biodiversity credit markets  
|    |                                                                              |   - recommendations as to support for IP&LC to enable enhanced participation and legitimate and effective IP&LC governance in biodiversity credit markets  

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Phase 2: IP&LC Governance Recommendations for Biodiversity Credit Markets White Paper

Description of Requested Services

The purpose of this phase is to develop a white paper to inform what effective IP&LC governance could look like for biodiversity credit markets. The paper should provide an overarching analysis of the findings and lessons learned from the Phase 1 landscape assessments, case studies of good practices and lessons learned; and recommendations as to what effective IP&LC governance in biodiversity credits markets looks like and how IPLCs can best be supported to enable this. In addition, supporting completion of the report a convening will be organized to discuss the outcomes from the above work and next steps to best support IP&LC participation in biodiversity markets.

Given phase 2 is about consolidating the outcomes from phase 1, a single bidder will be selected to undertake and steer the full extent of phase 2 deliverables which would include consolidating outcomes from other consultants (see Table 2 below).

It is expected that the service provider will meet regularly (e.g. bi-weekly) with CI’s team for updates and discussions on progress, analysis and results. It should be noted that English is to be the working language including of any deliverables. Translation services should be factored in where required (e.g. for the convening).

Consultants selected under Phase 1 will be required to provide support in the design and review of phase 2 deliverables but not be responsible for the final deliverables. This may include for example participating in discussions with the consultant compiling the phase 2 deliverables to assist with interpretation of the regional landscape assessment report, reviewing and providing feedback on the draft report associated with phase 2 deliverables and potential participation in the proposed convening (noting however that any travel to the convening will not be able to be covered). See Table 3 below.

**Phase 2 deliverable due date:** 4 months from Phase 2 commencement noting deliverable will be required in readiness for COP16 in October 2024 which will therefore require co-ordination with CI to ensure any lead times up to this event are met.

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.11</td>
<td>Organize and Lead kick off meeting</td>
<td>• Project kick off meeting to confirm project approach, timeline and ways of working, discussed with and presented to Phase 1 consultants.</td>
</tr>
</tbody>
</table>

Table 2. Phase 2: Consolidation Deliverables
<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.12</td>
<td>Review phase 1 reports and discuss arising themes with Phase 1 service providers</td>
<td>• Review all phase 1 reports and engage with consultants that produced them to discuss any questions in support of consolidating outcomes</td>
</tr>
<tr>
<td></td>
<td>Draft report</td>
<td>• Develop a draft report which consolidates outcomes of the regional assessments and international assessment and addresses:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Lessons learned around good governance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Case studies of good governance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Recommendations as to what legitimate and effective IP&amp;LC governance could look like in biodiversity credit markets at project, local, sub-national, national and international levels</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Recommendations as to how IP&amp;LCs could best be supported to enable effective IP&amp;LC governance and participation in biodiversity credit markets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Circulate draft report to phase 1 consultants and CI for review</td>
</tr>
<tr>
<td>2.13</td>
<td>Revise report*</td>
<td>• Phase 2 lead consultant revises report based on feedback provided from 2.2.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Circulate revised report to phase 1 consultants and CI for review</td>
</tr>
<tr>
<td>2.14</td>
<td>Report finalized*</td>
<td>Phase 2 lead consultant finalizes report including feedback from 2.2.2 print layout in readiness for release (to be co-ordinated with CI)</td>
</tr>
<tr>
<td>2.15</td>
<td>Convening design and holding</td>
<td>Phase 2 lead consultant in conjunction with CI designs approach to convening, invitees and facilitation process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hold convening to discuss the outcomes from the above work and next steps to best support IP&amp;LC participation in biodiversity markets. This will include design, approach, facilitation and production of a summary report of outcomes. (Whether this convening is virtual or in person is to be determined e.g. an option may be to hold this at COP16)</td>
</tr>
</tbody>
</table>

Table 3. *Phase 2: Input and Review Deliverables

These activities will be undertaken by consultants selected for Phase 1.
<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>Attend Phase 2 Kick-off meeting</td>
<td>Attend Phase 2 Kick-off Meeting</td>
</tr>
<tr>
<td>2.2.1</td>
<td>Feedback on draft report provided by Phase 1 contributors</td>
<td>• Phase 1 consultants review draft report and provide timely feedback (including feedback from any key regional stakeholders who participated in the Phase 1 landscape assessment).</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Final review of report by phase 1 contributors</td>
<td>○ Phase 1 consultants review revised report and provide any remaining feedback, within project timelines</td>
</tr>
</tbody>
</table>

4. Submission Details
   a. Deadline. Proposals must be received no later than 4th March 2024 by 5pm US Eastern Standard time. Late submissions will not be accepted. Proposals must be submitted via email to ciprocurement@conservation.org. All proposals are to be submitted following the guidelines listed in this RFP.
   b. Validity of bid. 120 days from the submission deadline.
   c. Clarifications. Questions may be submitted to (ciprocurement@conservation.org) by the specified date and time in the timeline below. The subject of the email must contain the RFP number and title of the RFP. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.
   d. Amendments. At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFP documents by amendment which will be posted to the CI website and/or communicated via email.

5. Minimum Requirements
   a. Experience in community projects, conservation projects, carbon markets and/or other nature-based projects
   b. Deep understanding of regional IP&LC nature-based project governance issues
   c. Proven IP&LCs networks in the nature space in the socio-cultural regions bid for

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d. Demonstrated language proficiency in their proposed focal regions and demonstrated professional fluency in oral and written English is required.

e. Understanding of IP&LC conservation cultures in the socio-cultural region/s bid for

In addition those bidders submitting to lead the Phase 2 work should demonstrate:

f. Experience working with IP&LC at national and/or international levels

g. Experience working with diverse perspectives, distilling information in a way that appropriately represents them and synthesizing the common threads

6. Proposal Documents to Include

a. Signed cover page on bidder’s letterhead with the bidder’s contact information.

b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)

c. Technical Proposal. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference (Attachment 2). This should include a proposed workplan and indicative timeline for the services required. In addition, this should include a description of similar projects or assignments and at least three client references. Please address minimum requirements in section 5. Bidders should indicate if they are proposing to undertake Phase 1 as well as undertake and meet the full extent of phase 2 deliverables described in Section 3 Table 2. All proposals for Phase 1 must note the socio-cultural region/s for which the proposal is submitted.

i. Qualifications of Key Personnel. Please attach CVs that demonstrate how key personnel meet the minimum requirements listed in section 5 (Minimum Requirements).


e. Pre-award Documentation. Due to the tight timeline for deliverables, in order to expedite the contracting process, CI requests the submission of the following two documents. These documents may contain private or sensitive information; we will accept submission of these documents via a separate encrypted email to CIProcurement@conservation.org.

i. Tax Form. In order to make payments to vendors from our US account, we are required to obtain the appropriate tax form for all payees. Please complete and send the tax form that is applicable to your organization (these are mutually exclusive):

1. W9: for US entities Information and Form
2. W8-BEN-E: for non-US entities Information and Form
3. W8 BEN: for non-US individuals Information and Form

ii. Security Screening Form (Attachment 3). CI requests this form as part of due diligence on anti-money laundering and counter-terrorist financing. Please note that names provided are screened against sanctions lists; the most common names might result in
7. **Evaluation Criteria** In evaluating proposals, CI will seek the best value for money considering the merits of the technical and costs proposals. Proposals will be evaluated using the following criteria:

### Phase 1

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score (out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the bidder have prior experience in nature-based markets (e.g. carbon, biodiversity or other)?</td>
<td>15</td>
</tr>
<tr>
<td>Does the bidder and proposed personnel have sufficient experience working with IP&amp;LC on nature-based projects in the region/s for which the proposal has been submitted?</td>
<td>15</td>
</tr>
<tr>
<td>Does the bidder have sufficient IPLC networks or the ability to establish networks in the region/s for which the proposal has been submitted?</td>
<td>15</td>
</tr>
<tr>
<td>Does the bidder have a demonstrated understanding of the application of Indigenous Knowledge and Indigenous governance / conservation cultures in nature-based projects?</td>
<td>15</td>
</tr>
<tr>
<td>Is the proposed approach and methodology appropriate to the assignment and practical?</td>
<td>15</td>
</tr>
<tr>
<td>Does the bidder have sufficient language proficiency to support project delivery?</td>
<td>15</td>
</tr>
<tr>
<td>Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.</td>
<td>10</td>
</tr>
</tbody>
</table>

### Phase 2 Lead

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score (out of 100)</th>
</tr>
</thead>
</table>

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| Does the bidder have prior experience in nature-based markets (e.g. carbon, biodiversity or other)? | 15 |
| Does the bidder and proposed personnel have sufficient experience working with IP&LC at national and/or international levels? | 20 |
| Does the bidder have experience working with diverse perspectives, distilling information in a way that appropriately represents them and synthesizing the common threads? | 20 |
| Is the proposed approach and methodology appropriate to the assignment and practical? | 10 |
| Does the bidder have sufficient language proficiency to support project delivery? | 15 |
| Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment. | 10 |

8. Proposal Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>05 February 2024</td>
</tr>
<tr>
<td>Clarifications submitted to CI</td>
<td>12 February 2024</td>
</tr>
<tr>
<td>Clarifications provided to known bidders</td>
<td>19 February 2024</td>
</tr>
<tr>
<td>Complete proposals due to CI</td>
<td>4 March 2024</td>
</tr>
<tr>
<td>Final selection</td>
<td>18 March 2024</td>
</tr>
</tbody>
</table>

9. Resulting Award

Resulting Award CI anticipates entering into an agreement with one or more selected bidder(s) for Phase 1 and a single lead for Phase 2 by 01 April 2024. Any resulting agreement will be subject to the terms and conditions of CI’s Services Agreement. A model form of agreement is provided as Attachment 4.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results

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

11. **Code of Ethics** All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).

12. **Attachments:**

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

   Attachment 2: Cost Proposal

   Attachment 3: Security Screening Form

   Attachment 4: Agreement
Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility

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

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

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

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

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

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

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

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

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

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

c. We are/were not involved in writing or recommending the terms of reference for this solicitation document.

d. We have not engaged in any collusion or price fixing with other offerors.

e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.

f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.

g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.

h. We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).

i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension.
adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension”.

Name: ____________________________________________

Signature: __________________________________________

Title: ______________________________________________

Date: ______________________________________________
Attachment 2 Cost Proposal

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 labelled and included in the total offered price. All cost information must be expressed in USD.

Please use the Budget Template attached and as reference for details.

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.
Attachment 3: Security Screening

Please complete the attached security screening form
SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND
[ENTER SERVICE PROVIDER NAME]

Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]
Project Title: [ENTER PROJECT TITLE]

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

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

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

During the Agreement Term (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from [CI REPRESENTATIVE’S NAME AND TITLE] or his/her designee, as authorized in writing.

2. Term. The Agreement Start Date is [DATE]. The Agreement End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.

3. Fee for Services. In consideration of Service Provider’s performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:

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

   i. Expenses: [CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]
The Fee for Services set forth above:

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Owner: Finance, Grants and Contracts Unit
(A) is inclusive of all expenses.

(B) excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to $_______ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 2. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

4. Payment Terms

a. [OPTION 1, PREFERRED] Payment shall be made on receipt and acceptance of the deliverables in accordance following schedule:
   (1) $____ upon completion and CI’s acceptance of deliverable No. 1,
   (2) $____ upon completion and CI’s acceptance deliverable No. 2,
   (3) $____ upon completion and CI’s acceptance of final deliverable.

   Service Provider shall provide invoices to CI containing name and address and deliverables (as defined in Appendix 1) completed and accepted, and payment instructions.

   a. [DELETE IF FEE IS INCLUSIVE OF EXPENSES] Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts *(or copies, with originals to be retained by the Consultant for a period of five (5) years for CI's audit purposes) * for expenses over $40.00. All amounts will be paid within thirty (30) days after receipt and approval of the Consultant’s invoice.

   b. Service Provider shall provide an IRS W-9 form for US entities, or an IRS W-8 form for non-US entities.

5. Acceptance of Deliverables; Time is of the Essence

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

b. Acceptance. In the event that a Deliverable meets CI’s Acceptance Criteria, CI shall notify the Service Provider that such Deliverable has been accepted. In the event that a Deliverable does not meet CI’s Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI’s instructions and deliver the revised Deliverable to CI for review within [INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS] business days following receipt by Service Provider of the revision request. CI may request that this process be repeated as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet Acceptance Criteria may not be charged to CI, unless authorized in writing by CI. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has
not met CI’s Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.

c. **Time is of the Essence.** Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

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

7. **Indemnification.** Service Provider hereby covenants and agrees to indemnify CI and 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.** **[CHOOSE OPTION 1 OR 2 DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**

   **[OPTION 1 - 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.

   **[OPTION 2 - IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner, 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, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect. In addition, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker’s compensation and/or disability insurance. Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.

9. **Government Officials and Employees.**
   
a. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official
   
i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
ii. without the express consent of the government for which the employee or official works; and

iii. that is not reasonable, bona fide, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance.

b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official

i. to influence any official government act or decision;

ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or

iii. to obtain or retain business for, or direct business to any individual or entity.

c. [DELETE IF SERVICE PROVIDER IS NOT A GOVERNMENT EMPLOYEE OR OFFICIAL] If Service Provider is a government employee or official, Service Provider shall:

i. Remove him/herself from any governmental act or decision that may affect CI and shall not influence any governmental act or decision that may affect CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official or any government employee or official in another jurisdiction.

ii. Make a representation as evidenced in Appendix 4 that entering into this Agreement does not breach any of its existing contractual obligations with the relevant government agency or with any third parties, or other rules or regulations applicable to Service Provider as a government employee/official. Appendix 4 to this Agreement is a letter from the relevant government agency stating that it consents to CI engaging Service Provider to provide the Services and receive the compensation for the Services stipulated under this Agreement.

10. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other (“Confidential Information”). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for 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

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

[OPTION 1, PREFERRED - CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer

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

[OPTION 2, NOT RECOMMENDED - CI OWNERSHIP – LICENSE TO SERVICE PROVIDER TO USE] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer 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 shall have the sole right to copyright such Works. 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. **Security and Safety.** Service Provider agrees that s/he has read, understands and shall comply with any applicable security guidance provided by CI, and acknowledges that s/he shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement.

13. **Travel.** Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 3, Release and Waiver.
14. **Choice of Law; Arbitration.** This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.

15. **Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).**
   a. 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.

16. **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.

   1. **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.

2. **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.

19. **Non-Assignment.** This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.

20. **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.

21. **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.

22. **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:  
Phone:  
Email:  

If to CI:  
Attn:  
Conservation International Foundation  
2011 Crystal Drive, Suite 600  
Arlington, VA 22202  
Phone: 703.341.2400  
Email:  

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

[SERVICE PROVIDER NAME]  
Conservation International Foundation

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

Date: __________________________  
Date: __________________________

Appendix 1: Delivery Schedule
Appendix 2: Code of Ethics
Appendix 3: Release, Waiver of Liability and Consent to Medical Treatment

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Owner: Finance, Grants and Contracts Unit
## APPENDIX 1
### DELIVERY SCHEDULE

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<th>#</th>
<th>Deliverable</th>
<th>Activities</th>
<th>Acceptance Criteria</th>
<th>Due Date</th>
<th>[PLEASE CHOOSE APPROPRIATE OPTION THAT ALIGNS TO THE FEE FOR SERVICES IN SECTION 3]</th>
<th>[OPTION 1, PREFERRED] Payment Amount</th>
<th>[OPTION 2] Allotted [Days/Hours]</th>
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### REIMBURSABLE EXPENSES BUDGET

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<th>ITEM DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST/ITEM</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>

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Owner: Finance, Grants and Contracts Unit
Total Reimbursable Expenses Budget

[If Applicable, include from RFP] TERMS OF REFERENCE

APPENDIX 2
ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

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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:

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

MUTUAL RESPECT AND COLLABORATION:

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

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

FOR SERVICE PROVIDER:

By: _________________________
Title: ________________________

APPENDIX 3

RELEASE, WAIVER OF LIABILITY

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

*For any international travel I hereby confirm that I am considered fully vaccinated against COVID-19 and other relevant vaccine-preventable diseases in accordance with CDC Travelers Health Recommendations.

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI’s behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.

2. I understand and acknowledge that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.
3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, “Releasees”), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys’ fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program [, whether due to the fault or negligence of Releasees, circumstances beyond Releasees’ control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.

4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees’ control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program.

5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys’ fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.

6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys’ fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.

7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.

8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.

9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.

10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution (“ICDR”), a division of the American Arbitration Association (“AAA”), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.

11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,
illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.

12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware of the legal consequences of signing it, and have signed it of my own free will.

Signature: _____________________________ Date: ________________________

Printed Name: _____________________________

Permission for Emergency Medical Treatment

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

My emergency contact is: _____________________________________ (name, email, phone), and I hereby authorize CI to contact and provide pertinent information about my state (including medical information, to the extent available to CI) to my emergency contact in the event of danger to my health or life.

Signature: _____________________________ Date: ________________________

Printed Name: _____________________________

APPENDIX 4

[GOVT AGENCY] No-Objection Letter

[Letter on GOVT AGENCY letterhead]

[Date]

Conservation International Foundation

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Template Date: July 2021

Owner: Finance, Grants and Contracts Unit
2011 Crystal Drive, Suite 600
Arlington, VA 22202
Attn: [CI STAFF]
Re: Permission Letter for CI’s Engagement of [CONSULTANT NAME]

Dear [CI STAFF],

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

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

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

Best regards,

[Name]
[Title]