Request for Proposals

Title: Natural Climate Solutions Carbon Project Development Services

RFP No: CF-002-2023

Date of Issuance: June 9, 2023

1. Background

Conservation International (CI) protects nature for the benefit of humanity. Through science, policy, fieldwork, and finance, we spotlight and secure the most important places in nature for the climate, biodiversity, and for people. CI’s Carbon Finance (CF) team within the Conservation Finance Division invests in Natural Climate Solution (NCS) carbon crediting projects that can be widely regarded to be of the highest quality. Types of NCS projects include the protection, enhanced management, and restoration of forests, rangelands, wetlands, and other natural systems.

Through these NCS projects, CI works to deliver credible and quantifiable climate, community, and biodiversity outcomes and that can catalyze and scale the financing and implementation of long-term transformational change of the sectors and drivers causing deforestation and unsustainable land use change at scale. These multiple outcomes are achieved through the development of a strong pipeline of carbon finance projects coupled with innovative financing meant to ensure long-term sustainability and private sector participation.

CI works to meet or exceed the requirements of the highest carbon credit standards such as the Verified Carbon Standard (VCS), the Climate, Community, and Biodiversity Standards (CCBS), and the Gold Standard and the Climate Action Reserve Mexico Forest Protocol to determine project eligibility and to ensure delivery of net positive benefits for climate change mitigation, for local communities and for biodiversity. To ensure the integrity and quality of projects to obtain credits for greenhouse gas (GHG) emissions reduction activities, the CF team follows a robust and established practice of completing feasibility studies, project description documents, monitoring reports, and validation and verification processes for all projects.

Feasibility studies explore the eligibility criteria and possible project design requirements and the scaling potential of the project, tasks to identify the most suitable certification methodology and assess its applicability conditions. Furthermore, it serves as the basis for compiling the subsequent project descriptions (PD) by assessing key aspects such as baseline, non-permanence risk, and additionality. These studies will also include a thorough assessment of the potential ex-ante emission reductions and removals (ERRs) of the project.

PDs are the key source of information and analysis that summarize project characteristics, quantify ex-ante carbon benefits, and lay out a monitoring plan, thereby providing the basis for independent project validation and verification of emission reductions. Monitoring reports (MR) provide
information on the implementation status of the project activity, record all data and parameters monitored and calculate the emission reductions or removals generated for that period.

The validation and verification processes are critical to ensuring the integrity and quality of the projects registered in the standard bodies’ programs and program methodologies. During validation, validation/verification bodies (VVB) determine whether a project meets all the standard’s rules and requirements. Once validation has been concluded, the project proponent may submit the project for registration with the respective program. During verification, VVBs confirm that the outcomes set out in the project documentation have been achieved and quantified according to the requirements of the respective standard.

2. Project Overview

Through this RFP, CI seeks to identify a group of service providers with the skillset and expertise needed to carry out key services for carbon finance projects over the next 3 years, as CI develops our pipeline of NCS projects. Service providers would be responsible for three main Service Area: 1) successful completion of feasibility studies, 2) PDs, MRs and 3) support with validation, and verification processes. For more detail on each Service Area, please see Attachment 2.

CI anticipates requiring this suite of services for approximately 20 projects across Africa and the Americas (possibly an average of 2 Task Orders per project) to be carried out by the short-listed group of service providers. Example project locations and NCS type are listed below.

AFRICA

<table>
<thead>
<tr>
<th>Country</th>
<th>Project Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenya</td>
<td>REDD, BC, SGM, ARR</td>
</tr>
<tr>
<td>Mozambique</td>
<td>SGM, BC</td>
</tr>
<tr>
<td>Zimbabwe</td>
<td>SGM</td>
</tr>
<tr>
<td>Liberia</td>
<td>REDD, BC, ARR</td>
</tr>
<tr>
<td>Madagascar</td>
<td>ARR</td>
</tr>
<tr>
<td>Tanzania</td>
<td>SGM, ARR</td>
</tr>
<tr>
<td>South Africa</td>
<td>SGM</td>
</tr>
</tbody>
</table>

AMERICAS
CI intends to issue Master Services Agreement(s) to a short-listed set of service providers upon which task orders will be issued to carry out specific project services during a 3-year period.

CI does not expect nor assume that a single Service Provider will have the capability to carry out the comprehensive list of services outlined in Attachment 2, spanning all locations and covering all standards. This opportunity will pre-qualify a set of Service Providers who, collectively, will be able to cover the full breadth of services outlined in Attachment 2. Therefore, CI welcomes proposals from firms who are interested in providing some or all services outlined in Attachment 2. See section 9 for additional information.

3. **Terms of Reference, Deliverables and Deliverables Schedule**

Service providers with relevant skillsets will be shortlisted to carry out three main Service Areas: 1) successful completion of feasibility studies, 2) PDs, MRs and 3) support with validation, and verification processes. For more detail on the activities and deliverables associated with each Service Area, please see Attachment 2.

4. **Submission Details**

   a. **Deadline.** Proposals must be received no later than 14th of July 2023 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. Proven track record of developing carbon finance projects under the VCS and CCB, GS or CAR standards
   
   b. Staff with demonstrated work experience with REDD+ and/or Afforestation/Reforestation and/or Blue Carbon and/or Sustainable Grassland Management carbon project design and development. Experience with Agricultural Land Management projects will be an added advantage. There is no minimum years experience, but we consider four to six years of direct experience to be ideal.
   
   c. Demonstrated experience with full VCS and CCBS or GS or CAR validation and verification processes, including the development of Project Description (PDs), Monitoring Reports (MRs) and Validation and Verification Body (VVB) audits
   
   d. Demonstrated experience with various VCS or GS methodologies
   
   e. Excellent analytical skills with demonstratable experience of GIS, and Remote Sensing including land use change modelling (RStudio or Python).
   
   f. Ability to proactively engage with relevant stakeholders during data collection
   
   g. Solid understanding of relevant processes, policies, and legal framework for relevant countries in Africa and the Americas
   
   h. Experience in engaging with multiple stakeholders to ensure inclusion of all necessary partners
   
   i. Ability to perform field visits and interviews in rural and remote areas
   
   j. Demonstrated professional-level fluency in oral and written English is required.

   Experience with training field teams on developing and implementing forest, carbon, biodiversity and social monitoring plans is preferred.

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. Bidder must indicate which Service Area the applicant is requesting pre-qualification for, providing the following
      
      i. Corporate Capabilities, Experience, Past Performance, and 3 client references. Please include descriptions of similar projects or assignments and at least three client references. Corporate capabilities should include geographic representation, as applicable.
      
      ii. Qualifications of Key Personnel. Please attach indicative CVs that demonstrate how the team proposed will meet the minimum requirements listed in section 5 (Minimum Requirements), per each Service Area. Qualifications should specify Key Personnel background and experience working in relevant geographies.
iii. Overview of Technical or Methodological Approach. The Technical Proposal should describe how the bidder intends to carry out the requirements described in the Terms of Reference (Attachment 2). This should include an indicative deliverable timeline (estimated average) within each Service Area. The indicative deliverable timeline can be included with the Costing sample for a Task Order as outlined in Attachment 3.

d. Financial Proposal. Offerors shall follow instructions outlined in Attachment 3 and use the cost proposal template provided.

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:

**Short-listing or Pre-qualification of Vendors for MSA**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score (out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proposed approach and methodology appropriate to the assignment and practical in the prevailing project circumstances?</td>
<td>25</td>
</tr>
<tr>
<td>Does the bidder have the ability to work in or have a local team presence in Africa and/or the Americas?</td>
<td>20</td>
</tr>
<tr>
<td>Does the bidder’s past performance demonstrate recent proven experience doing similar work?</td>
<td>25</td>
</tr>
<tr>
<td>Does the bidder and the proposed personnel have the specific technical expertise for the assignment?</td>
<td>20</td>
</tr>
<tr>
<td>Cost: Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.</td>
<td>10</td>
</tr>
</tbody>
</table>

**Selection of Vendors for Task Orders, if/when there is overlap in skillsets**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score (out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the bidder been pre-qualified with the specific technical expertise needed for the Service Area and assignment?</td>
<td>Y/ N</td>
</tr>
</tbody>
</table>
Are the key proposed personnel available and can they meet the timeline of a specified task order?  

<table>
<thead>
<tr>
<th>Question</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are the key proposed personnel available and can they meet the timeline of a specified task order?</td>
<td>25</td>
</tr>
<tr>
<td>Does the bidder have the ability to work or a local team presence in Africa and/or the Americas?</td>
<td>25</td>
</tr>
<tr>
<td>Is the costed task order reasonable and realistic, providing CI with the best value for money for the specific task?</td>
<td>50</td>
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</table>

8. **Proposal Timeline**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>09 June 2023</td>
</tr>
<tr>
<td>Clarifications submitted to CI</td>
<td>23 June 2023</td>
</tr>
<tr>
<td>Clarifications provided to known bidders</td>
<td>30 June 2023</td>
</tr>
<tr>
<td>Complete proposals due to CI</td>
<td>14 July 2023</td>
</tr>
<tr>
<td>Final selection</td>
<td>31 July 2023</td>
</tr>
</tbody>
</table>

9. **Resulting Award** CI anticipates entering into a 3-year Master Services Agreement (MSA) with at least one selected bidder by August 14, 2023. Any resulting agreement will be subject to the terms and conditions of CI’s Master Services Agreement and Task Order form. A model form of agreement is provided as Attachment 4.

This RFP does not obligate CI to execute a contract or Task Order for pre-qualified service providers, 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.

12. Attachments:

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility
Attachment 2: Terms of Reference
Attachment 3: Cost Proposal Template
Attachment 4: Master Services Sample Terms of Agreement
Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility

RFP No. CF-002-2023

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: Terms of Reference

Below are the Terms of Reference and expected deliverables for each Service Area.

1. Feasibility Studies

Description of Requested Services

Services will primarily serve to conduct the feasibility phase of various carbon finance projects in accordance with the internal CI Project Opportunity Profile (POP) framework (see below for the POP outline). The feasibility phase will explore the possible project design requirements and the scaling potential of the project, mainly tasks to identify the most suitable certification methodology and assess its applicability conditions. Furthermore, it will serve as the basis for compiling the subsequent PD by assessing key aspects such as baseline, non-permanence risk, and additionality. These studies will also include a thorough assessment of the potential ex-ante ERRs of the project.

Compile feasibility studies of carbon projects including:

- General description of project location, biophysical characteristics, review of drivers and agents of degradation, and mitigation plan
- Risk identification from a broader project delivery perspective and in context of VCS non-permanence risk
- General considerations of project additionality and leakage
- Review of project applicability to proposed VCS (or other appropriate standard) Methodology
- Mapping the project spatial boundaries and defining the temporal boundaries
- Development and description of baseline scenario
- Remote sensing and data analysis to quantify land use change and degradation trends.
- Modelling of soil organic carbon fluxes using appropriate biogeochemical models such as SNAPGRAZE, ROTHC or DAYCENT models
- Quantification of GHG reductions and removals and potential carbon credits
- Data and parameters related to GHG reductions and removals to monitor
- In consultation with partners develop a detailed stakeholder map and draft governance structure and benefit sharing mechanism
- Summarize socio-economic baseline and future project community benefits following CCB indicators and CI Safeguard and POP requirements
- Summarize biodiversity baseline and future project community benefits following CCB indicators and CI Safeguard and POP requirements
- Provide inputs into financial viability analysis which will be delivered by CI

It is expected that the service provider will meet regularly (e.g. bi-weekly) with CI’s technical team for updates and discussions on the data analysis and results. CI’s technical team will facilitate initial engagements with local partners and other CI staff.
## Deliverables

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>High level project work plans</td>
<td>Draw up short inception reports that include work plans for the feasibility studies</td>
<td>Work plans need to adequately address requirements for completion of the POP</td>
</tr>
<tr>
<td>2</td>
<td>Draft sections 1 to 3 of POP</td>
<td>Complete project applicability with the appropriate methodology, description of project area, and drivers of change. Carbon rights and ownership can be informed by existing CI national reviews.</td>
<td>Draft of POP sections 1 - 3 to be completed. Other inputs will be required from implementing partners and/or resulting from field visits</td>
</tr>
<tr>
<td>3</td>
<td>Site visits</td>
<td>Engage in further stakeholder engagement, identify data gaps, and collect data and additional insights for development of the POP</td>
<td>Provide short summary report on site visit findings and any red flags identified</td>
</tr>
<tr>
<td>4</td>
<td>Draft sections 4 and 5 of POP</td>
<td>Following the appropriate methodology, complete baseline analysis and emissions reductions modelling</td>
<td>Complete sections following guidance of the appropriate methodology, including SOC model fit statistics and uncertainty where appropriate</td>
</tr>
<tr>
<td>5</td>
<td>Completion of POP &amp; PowerPoint presentation</td>
<td>Complete all sections covering 1 - 9</td>
<td>All sections of the POP are to be completed including all spatial data, spreadsheets, and SOC models. The final reports will need to incorporate feedback from CI on previous drafts of the POP. Present PowerPoint presentation summarizing the analysis conducted, results found, and recommended next steps. This is to be delivered virtually to the CI team (and partners if available).</td>
</tr>
</tbody>
</table>

### Project Opportunity Profile (POP) Outline

#### Executive Summary

1. **Project Context**

Page: 12 of 30

Template Date: July 2021

Owner: Finance, Grants and Contracts Unit
2. Development of Project Descriptions (PDs) and Monitoring Reports (MRs)

Description of Requested Services

Services include to lead the design, collection, and analysis of all data and information required to complete PDs and MRs to ultimately achieve successful validation and verification of projects on an efficient timetable. PDs are the key source of information and analysis that summarize project characteristics, quantifies carbon benefits, and lays out a monitoring plan, thereby providing the basis for independent project validation and verification of emission reductions. MRs provide information on the implementation status of the project activity, record all data and parameters monitored and calculate the emission reductions or removals generated for that period.

There may be multiple monitoring periods over the course of projects and can vary in length with the project proponent's needs. Service providers will need to complete the PDs and MRs according to the latest version requirements of the VCS and CCB or GS or CAR Mexico Forest Protocol.

Deliverables

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Activities</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
</table>

Page: 13 of 30

Template Date: July 2021

Owner: Finance, Grants and Contracts Unit
<table>
<thead>
<tr>
<th></th>
<th>Detailed project plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Organize kick-off calls and teams for each workstream (climate, community, and biodiversity)</strong></td>
<td><strong>Develop detailed workplans identifying tasks, interdependencies, stakeholder responsibilities and milestones/deliverables</strong></td>
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<table>
<thead>
<tr>
<th></th>
<th>Design and training inventory and community engagement</th>
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<tbody>
<tr>
<td>2</td>
<td><strong>Where applicable, provide training on forest inventory and other carbon inventory activities (soils) and community engagement practices.</strong></td>
<td><strong>Forest Inventory and Community Engagement design and training materials to support local CI staff and partners with implementing these tasks</strong></td>
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<table>
<thead>
<tr>
<th></th>
<th>Complete Project Descriptions</th>
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<tbody>
<tr>
<td>3</td>
<td><strong>General</strong></td>
<td><strong>Project Description document, using the joint Verified Carbon Standard (VCS) and Climate, Community and Biodiversity Standard (CCBS) template, with all supporting documentation, including but not limited to: emission reductions calculation/ methodology workbooks, biodiversity and community monitoring plans, AFOLU Non-Permanence Risk Report (based on VCS), Health and Safety Plan, Equal opportunity policy, Grievance resolution mechanism, etc. or</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Collation and analysis of key documentation to provide the necessary insights into the project background, implementation plans and arrangements including theory of change, stakeholder identification, project activities, land tenure, and legal framework.</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Climate</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Identifying project spatial and temporal boundaries (project zone, accounting area, leakage belts, reference region, crediting period, carbon pools and GHG emission sources) based on discussions with CI</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Analysis of agents and drivers of deforestation and degradation and underlying causes</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Documenting baseline scenarios and additionality arguments</strong></td>
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<tr>
<td></td>
<td><strong>Developing the project activity data (baseline deforestation)</strong></td>
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<tr>
<td></td>
<td><strong>Determining emission factors</strong></td>
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<td></td>
<td><strong>Calculating GHG emission reduction and the potential over the crediting period</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Prepare VCS AFOLU Non-Permanence Risk Assessment</strong></td>
<td></td>
</tr>
<tr>
<td>Community</td>
<td>Biodiversity</td>
<td>General</td>
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<tr>
<td>-----------</td>
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<td>---------</td>
</tr>
</tbody>
</table>
| • Identification of, and consultations with project stakeholders and communities  
• Ensure alignment of project activities and interventions with CCB safeguard requirements and VCS requirements, including FPIC requirements  
• Review or develop plans and policies following all the requirements of the relevant CCB and VCS documents as well as CI safeguard requirements  
• Review existing data and identification of baselines and project scenario community impacts  
• Identify data gaps and develop procedures to fill gaps  
• Develop project monitoring protocols | | | | Monitoring and Implementation Report, using the joint VCS and CCB template, including all supporting documentation or other applicable standard e.g., GS or CAR. | |
| | | • Collate and analyze existing biodiversity monitoring data  
• Identify data gaps and develop procedures to fill in gaps  
• Ensure alignment of project activities and interventions with CCB and CI safeguard requirements, including identification of HCV areas  
• Identify baseline and project scenario biodiversity impacts  
• Confirm alignment of CI monitoring approaches with CCB and CI safeguard requirements and provide adjustments if where necessary | | | |
| | | • Store and archive all monitoring data with accompanying metadata ready for submission to VVBs  
• For projects that qualify, complete CCB gold level sections  
• Support on compilation of monitoring plans | | | |
| | | • Ensure all monitoring parameters per methodology are reported including appropriate equations and calculation steps.  
• Calculation of leakage, project emissions and any uncertainty deductions  
• Calculation of net emissions reductions | | |
### Ensure all monitoring parameters (gender, marginalized community members, HCVs) are reported with clear links to supporting data
- Calculate net positive community impacts
- Where appropriate ensure completion of gold level community benefits

### Biodiversity
- Ensure all monitoring parameters (irreplaceability, protected areas, threatened species) are reported with clear links to supporting data
- Calculate net positive biodiversity impacts
- Where appropriate ensure completion of gold level biodiversity benefits

### 3. Validation and Verification Support

**Description of Requested Services**

Validation and verification are critical to ensuring the integrity and quality of the projects registered in a standard’s programs and program methodologies. Services are needed to provide support for projects during the validation and verification processes.

- Full review of the existing Project Description (PD), Monitoring Report (MR) and other relevant project documentation in preparation for the validation and/or verification audit.
- Act as Support for CI and project partners in helping respond to any findings raised by the Validation/Verification Body (VVB) during the validation/verification process. CI will act as the Lead for the contracting of, and engagement with the VVB, as well as setting up the project’s registration. If required, participate in the project field visit during the audit process.
- Help address additional findings provided by Verra or other standards bodies until the final approval of the validation or verification report by the standard body is achieved.

**Deliverables**
<table>
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<th>Activities</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full review of the existing PD, MR and project documentation</td>
<td>Full accuracy and completeness review to ensure alignment with the standard’s requirements</td>
<td>Final PD and MR accepted by CI; all project evidence and data organized in preparation for the audit</td>
</tr>
</tbody>
</table>
| 2 | Support validation and verification audit                                      | • Attend kick-off calls with the VVB  
• Attend on-site audits with the VVB if needed  
• Provide timely responses to comments/findings from the VVB  
• Revise the PD or MR as requested by the VVB | Validation or verification report submitted to Verra, or other applicable standard body |
| 3 | Approval of Final validation or verification Report by Verra, or other applicable standard body | • Provide responses to additional findings from Verra or other standards body  
• Revise the PD or MR as requested by the standards body | Final Verification Report approved by Verra, or other applicable standard body |
CI anticipates entering into fixed-price deliverables-based Task Orders, based on the Bidder’s current pricing for one year, with an option for reasonable escalation over the planned three-year term. This Cost Proposal is requested in two parts:

1. Pricing scheme, including:
   a. Current pricing with rates of key personnel
   b. Future pricing proposal

2. Illustrative costing of a sample Task Order for each Service Area which the applicant is requesting pre-qualification for. Please refer to the Budget Template attached for details. The costing sample is for purposes of comparison and evaluation among bids; if awarded a Master Services Agreement, assigned Task Orders will be costed according to agreed upon rates.

The cost proposal must be all-inclusive of profit, fees or taxes. For the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Dollars.

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.
This Master 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 [click and 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').

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services; Work to be Performed**
   CI hereby engages Service Provider as an independent contractor, on a non-exclusive basis, to perform the activities and provide the deliverables ("Services") under the terms of this Agreement, and as specified in one or more written task orders (each a "Task Order" and collectively "Task Orders") issued by CI and accepted by Service Provider. Each Task Order shall be in substantially the same form attached as Appendix 1 and shall include the following information:

   (1) Service Agreement Number
   (2) Task Order Number
   (3) CI Technical Director
   (4) Period of Performance
   (5) Description of the Services, Deliverables, and Due Dates
   (6) Compensation and Payment Terms
   (7) Special Conditions (if any).

   The Service Provider shall acknowledge receipt and its acceptance or rejection of each Task Order within seven (7) calendar days of its receipt. Each Task Order, when issued by CI and accepted by the Service Provider, shall become part of this Agreement and shall be individually subject to the terms and conditions of this Agreement, as well as any other terms detailed in the Task Order.

   During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to any Task Order. All changes shall be in writing and signed by authorized representatives of the parties.
2. **Period of Performance**

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

The Service Provider shall complete all Services within the period of performance specified for each Task Order. Each Task Order’s period of performance shall be within the Period of Performance of this Agreement.

3. **Compensation**

   a. **Fee for Services.** As consideration for Service Provider’s performance of the Services, CI shall pay Service Provider for Services performed under this Agreement pursuant to the terms of each Task Order and as otherwise specified by this Agreement.

   b. **Expenses.** CI shall reimburse Service Provider for any reasonable, documented, out of pocket expenses in accordance with the terms set forth in each Task Order. Service Provider must provide receipts or invoices for all expenses of US$40.00 or more. Total expenses shall not exceed the budget set forth in the relevant Task Order without CI’s prior written approval.

   c. All activities and expenditures must occur during the Performance Period of each Task Order to be reimbursable.

   d. **Payment Terms.** Payments shall be made against invoices as provided in a specific Task Order. Service Provider shall provide invoices to CI setting forth details required by the relevant Task Order, Service Provider’s name and address, place of performance, days/period and hours worked, and payment instructions. Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over $40.00. CI shall pay undisputed amounts within thirty (30) days after receiving Service Providers’ invoice.

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

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

   a. **Acceptance Criteria.** Service Provider is expected to perform the Services in accordance with the acceptance criteria set forth in the relevant Task Order.

   b. **Acceptance.** In the event that the Services under a Task Order meet CI’s acceptance criteria, CI shall notify the Service Provider of such acceptance. In the event that a Service does not meet CI’s Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Service require revision. Service Provider shall implement such revisions in accordance with CI’s instructions and provide the revised Service to CI for review within ten (10) [or otherwise specified] 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 beforehand. CI reserves the right to terminate this Agreement, in accordance with section 5 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 schedule set forth in the applicable Task Order. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

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

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

7. **Relationship of CI and Service Provider.** 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.

8. **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. If Service Provider is a government employee or official,

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

10. Intellectual Property

All work product created, prepared, procured, generated, or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. All Works shall be deemed “works made for hire” within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a “work made for hire,” or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title, and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

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

11. 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 Service Provider shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement.

12. Travel. Service Provider shall be solely responsible for 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 agree to release CI and to waive any claim against CI as provided in Appendix 3, Release and Waiver.

13. 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. 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.

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

a. Service Provider will cause the Services performed hereunder to conform to all requirements of all applicable federal, state and local laws, rules and regulations including, but not limited to, laws relating to equal employment opportunity, as well as all the generally accepted standards applicable to such work. 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.

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

15. Service Provider’s Anti-Terrorism Representation and Warranty. 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.


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. 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.

18. 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:
[Click and type Contractor name]
[Click and type Contractor Address]
Phone: [Click and type Contractor phone]
Email: "[Click and type Contractor email]"

If to CI:
Attn: [Click and type contact person]
Conservation International Foundation
2011 Crystal Drive, Suite 600
Arlington, VA 22202
Phone: 703.341.2400
Email: "[click and type CI email]"

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

[CLICK AND TYPE CONTRACTOR NAME] Conservation International Foundation

__________________________________ ______________________________
Name: [Name of CI representative] [Title]

Date: _________________________ Date: _________________________

Appendix 1: Form of Task Order
Appendix 2: Code of Ethics
Appendix 3: Release, Waiver of Liability and Consent to Medical Treatment
This Task Order (“Task Order”), issued on ________________ [DATE] by and between Conservation International Foundation (“CI”), a nonprofit public benefit corporation organized and existing under the laws of the State of California and [click and type name] (“Service Provider”), is hereby attached to and incorporated in the Master Services Agreement effective ________________ [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (“Agreement”). Unless otherwise specified, all capitalized terms used in this Task Order have the same meaning as used in the Agreement.

1. Service Agreement Number:

2. Task Order Number:

3. CI Technical Director. The Service Provider will receive technical direction for Services performed under this Task Order from [NAME CI TECHNICAL DIRECTOR].

4. Task Order Term. This Task Order is in effect from ________ to _____________. All Services shall be performed within this Term, unless extended by CI in writing.

5. Description of the Services, Deliverables and Due Dates

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<th>Deliverable</th>
<th>Activities</th>
<th>Acceptance Criteria [CI TO DEFINE]</th>
<th>Due Date</th>
<th>[OPTION 1] Payment Amount [Currency]</th>
<th>[OPTION 2] Allotted [Days/Hours]</th>
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6. Fee for Services. In consideration of Service Provider’s performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below: [PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED). DELETE THE OPTION THAT IS NOT SELECTED.]

   a. [OPTION 1] 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. [CHOSE (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: The Fee for Services set forth above: [CHOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]

         (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.

b. **OPTION 2** Time and Materials. A Fee for Services not to exceed $____ which is based on a rate of US$____ per [hour/day/week] for such times as the Service Provider actually performs Services under this Agreement.

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

   (A) is inclusive of all expenses.

   (B) excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to $________ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 1. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

c. All activities and expenditures must occur during the Term to be reimbursable.

7. **Payment Terms.** [PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED), CORRESPONDING TO THE FEE FOR SERVICES OPTIONS ABOVE. DELETE THE OPTION THAT IS NOT SELECTED.]

   a. **OPTION 1** 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.

   b. **OPTION 2** Payment shall be made against invoice(s). Service Provider shall invoice CI on a monthly basis. Service Provider shall invoice to CI containing name and address, place of performance, days/period and hours worked according to activities and deliverables (as defined in Section 1), and payment instructions.

   c. [DELETE IF FEE IS INCLUSIVE OF EXPENSES] Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over $40.00. All amounts will be paid within thirty (30) days after receipt and approval of Consultant’s invoice.

8. **Special Conditions.**

SIGNED:

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

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

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

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

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

Accountability:
- Disclose to CI, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom 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: ________________________
Date: ________________________

APPENDIX 3

RELEASE, WAIVER OF LIABILITY AND CONSENT TO MEDICAL TREATMENT

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 and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.

3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, “Releasees”), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys’ fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program [i, 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: ________________________
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: __________________________