

**Request for Proposals**

**Title: Nature Credits Pilot Project Development Services**

**RFP No: CFD-003-2023**

**Date of Issuance: [October 13, 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 biodiversity, climate and for people.

Current finance flows are however insufficient to sustain nature and the communities who depend on it.

Nature credits [the term used in this proposal], also called biodiversity credits or biodiversity certificates, are intended to provide a new avenue to finance taking account of lessons learned from carbon markets. A nature credit is intended to represent a comparable unit of biodiversity created as a result of activities undertaken to improve or maintain biodiversity within a sea scape or landscape.

CI's Long-term Finance (CF) team within the Conservation Finance Division is seeking to pilot a portfolio of projects to learn from emerging nature crediting standards and generate some early examples of high integrity, high quality and equitable nature credits delivering real outcomes for biodiversity and people. The purpose of this Request for Proposal (RfP) is to provide support to these pilot project efforts.

In order to learn from these early examples, CI is developing a project portfolio with broad geographic, biome and project typology representation. Current projects in consideration are within the Pacific, Asia, Africa and South America regions with likely project typologies including maintenance, restoration and avoided loss across ocean, coastal, terrestrial and freshwater biomes.

Given the nascent stage of biodiversity and nature markets and in consideration of the uncertainty associated with the potential value of any credit issuances, CI is seeking to approach these nature crediting pilots through two phases:

1. **Credit readiness:** supporting the necessary requirements to enable potential crediting. Given the uncertainty of nature credits at this point in time, this includes seeking to ensure that project proponents with whom we work are left with general enhancements to their ways of working irrespective of the ability to progress to credit issuance.
2. **Credit issuance:** completion of project verification and validation to support of credit issuance.

As part of both phases CI will seek to at least meet if not exceed the requirements of emerging crediting standards such as the Verra SD Vista Nature Framework and Plan Vivo Nature.

Credit readiness explores the possible project design requirements including the identification of the most suitable crediting standard (and methodology where applicable) as well as building the potential project's proponents capability and systems to enable credit issuance, management and revenue receipt. While this will vary on a case by case basis it is likely to cover areas including biodiversity baseline and monitoring requirements; development of a stakeholder engagement plan, early stage consultations towards Free Prior Informed Consent (FPIC) and any benefit sharing, analysis of existing data to establish a baseline and monitoring requirements; analysis of rights for credits and any other related requirements; enhancements to project partner governance requirements; development of safeguard processes aligned with CI requirements; initial drafting of core project documentation and estimates of costs and a draft workplan for credit issuance.

Given the pilot nature of this work it is expected that a learning process be established to both actively learn and improve as the work progresses as well as enable a consolidation of learning at the end.

In addition, some of CI's pilot projects have also been selected to be pilots under the Verra Nature Framework. As a result, support may also be required as part of this process in providing feedback on the suitability of Verra's PD and MR templates amongst other aspects.

The Credit issuance phase primarily comprises of the validation and verification processes 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. Progress to the crediting issuance phase will be dependent on outcomes from crediting readiness.

These are further detailed in Attachment 2.

## 2. Project Overview

Through this RfP, CI seeks to identify, contract and engage with a service provider over the next 3 years to carry out key services for nature crediting piloting projects involving the successful completion of crediting readiness activities, PDs, MRs and support with processes for crediting issuance including validation, and verification processes. CI anticipates requiring this suite of services for approximately 5 initial projects across Pacific, Asia, Africa and South America to be carried out by the service provider. CI will issue master services agreements to the selected service provider upon which task orders will be issued to carry out specific project services during the 3-year period.

CI does not expect or assume that service providers will have the capability to carry out the comprehensive list of services outlined in attachment 2 spanning all locations and covering all standards. Instead, CI is interested in the demonstration of networks and the process service providers would undertake to identify suitable sub-contractors within the regions where projects are located, aligned to specific elements of the work. In addition, there may be circumstances where CI's project partner is best placed to directly engage any sub-contractors and instead the service provider will need to work with the project partner in supporting the scoping and review of deliverables. We also welcome joint proposals from firms with complementary capacities if this is considered to be an appropriate approach.

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

For more details on the activities and deliverables, please see Attachment 2.

## 4. Submission Details

- a. Deadline. Proposals must be received no later than 10<sup>th</sup> November 2023 by 5pm US Eastern Standard time. Late submissions will not be accepted. Proposals must be submitted via email to ([ciprocurement@conservation.org](mailto: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](mailto: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, Plan Vivo, or CAR standards and knowledge of emerging nature crediting standards
- b. Demonstrated experience with full VCS and CCBS or GS, Plan Vivo or CAR validation and verification processes, including the development of Project Description (PDs), Monitoring Reports (MRs) and Validation and Verification Body (VVB) audits
- c. Proven experience in building capacity within projects partners on all aspects related to a high quality, high integrity and equitable carbon and/or biodiversity projects
- d. Ability to proactively and effectively engage with relevant and multiple stakeholders during all aspects of the process
- e. Proven ability to identify, pre-select and manage sub-contractors to deliver any particular element of the scope on a regional basis
- f. Solid understanding of relevant processes, policies, and legal frameworks that may be either applicable and/or analogues for nature crediting in relevant countries in Pacific, Asia, Africa and South America
- g. Ability to perform work and undertake field visits in rural and remote areas
- h. Demonstrated professional-level fluency in oral and written English is required.

#### **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)
  - i. Technical Proposal. Corporate Capabilities, Experience (including experience working in various regions), Past Performance, and 3 client references. Please include descriptions of similar projects or assignments and at least three client references. Please address minimum requirements in section 5.
  - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how key personnel the minimum requirements listed in section 5 (Minimum Requirements).
  - iii. Technical Approach, Methodology and Work Plan. 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 generic workplan and indicative timeline for the services required. In addition, the approach to sub-contractor selection, pre-qualification and ongoing management should be detailed.
- c. Financial Proposal. Offerors shall use the cost proposal template (Attachment 3).

#### **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:

| Evaluation Criteria  | Score<br>(out of<br>100) |
|--|--------------------------|
| Is the proposed approach and methodology appropriate to the assignment and practical?  | 20                       |
| Does the bidder have a sufficiently robust process and experience for sub-contractor identification, pre-qualification and management?   | 15                       |
| Does the bidder have the necessary logistical infrastructure to undertake the assignment, including the necessary legal clearance to work in relevant countries in the Pacific, Asia, Africa and/or South America? | 15                       |
| Does the bidder's past performance demonstrate recent proven experience doing similar work with appropriate attention to project sensitivities (e.g. community engagement)?  | 20                       |
| Does the bidder and the proposed personnel have suitable expertise for the assignment?   | 20                       |
| Cost: Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.  | 10                       |

## 8. Proposal Timeline

|  |                  |
|--|------------------|
| RFP Issued                               | 13 October 2023  |
| Clarifications submitted to CI           | 18 October 2023  |
| Clarifications provided to known bidders | 24 October 2023  |
| Complete proposals due to CI             | 10 November 2023 |
| Final selection                          | 20 November 2023 |

- 9. Resulting Award** CI anticipates entering into a 3-year Master Services Agreement (MSA) agreement with the selected bidder by 27 November 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, 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: 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. [CFD-003-2023](#)

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](http://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

The work is divided into two phases:

1. Credit readiness; and
2. Credit issuance.

### 1. Credit Readiness

#### Description of Requested Services

Services will primarily serve to support the project management, building of the project partner capability and capacity in readiness for nature crediting as well as active learning for all involved as work progresses. CI will be seeking to have a highly collaborative working relationship between ourselves, the service provider and the project partner given the pilot nature of this work. Exact activities will vary on a case by case basis, however are likely to include:

- **Biodiversity:** analysis of existing biodiversity data, identification of data gaps and determination of the best approach for baseline and monitoring requirements taking account of technical rigor, technology options and the inclusion of cultural values where relevant
- **Social:** development of a stakeholder engagement plan, early stage consultations towards Free Prior Informed Consent (FPIC) and any benefit sharing options aligned to CI and Standard requirements, analysis of existing data to establish a baseline and monitoring requirements
- **Legal:** analysis of rights for credits and any other related requirements including the enabling policy environment
- **Governance:** broad risk identification and mitigation strategies, safeguard development and implementation, organizational capacity building and governance to support ongoing delivery of high integrity, high quality and equitable nature credits
- **Safeguarding:** development and implementation support for key safeguard requirements as identified by CI processes e.g. Gender Mainstreaming Plan, Accountability and Grievance mechanism, ongoing Stakeholder Engagement Plan, High level environmental and social impact assessment and management plan
- **Financial:** undertake some basic financial modelling to identify a minimum price floor for credits in the context of operational needs; review budgets and existing governance arrangements to determine options for revenue receipt and long-term financing
- **Initial drafting of core project documentation:** This will include determining which standard to apply and leading the design, collection, and analysis of all data and information required to complete project descriptions (PDs) and monitoring reports (MRs) with a view towards ultimately successful validation and verification of projects on an efficient timetable. PDs are the key source of information and analysis that summarize project characteristics, quantify biodiversity and socio-economic outcomes, and lay out a monitoring plan, thereby providing the basis for independent project validation and verification of outcomes. MRs provide information on the

implementation status of the project activity, record all data and parameters monitored and calculate the nature credits 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 relevant crediting standard.

- **Estimates of costs and workplan for credit issuance:** Towards the end of the credit readiness phase, the consultant will prepare a workplan and associated costs for the next phase of credit issuance. Whether a project progresses towards issuance will be dependent on this information and the status / outcomes of the readiness phase.
- **Collation of learning:** Given the nature of this work as pilots, it is expected that a learning process be established to both actively learn and improve as the work progresses as well as enable a consolidation of learning at the end.

In addition, some of CI’s pilot projects have also been selected to be pilots under the Verra Nature Framework. As a result, support may also be required as part of this process in providing feedback on the suitability of Verra’s PD and MR templates amongst other aspects.

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. CI’s team will facilitate initial engagements with local partners and other CI staff.

Deliverables

| # | Deliverables          | Activities   | Acceptance Criteria   |
|---|-----------------------|--|---|
| 1 | Detailed project plan | <ul style="list-style-type: none"> <li>• Organize kick-off calls and teams for each workstream (e.g. biodiversity, social, legal and governance)</li> <li>• Develop detailed workplans identifying tasks, interdependencies, stakeholder responsibilities and milestones/deliverables</li> <li>• Identify any required sub-contractors, undertake pre-selection processes and appoint as required</li> </ul> | Detailed project work plan identifying tasks, interdependencies, stakeholder responsibilities, any sub-contractors and milestones/ deliverables |

| #  | Deliverables  | Activities   | Acceptance Criteria  |
|----|---|--|--|
| 2  | Design capacity building and training requirements and deliver in alignment with project plan | <p>Design capacity building and training requirements to meet the needs of project partners and their ability to deliver high quality, high integrity and equitable nature credits including but not limited to:</p> <ul style="list-style-type: none"> <li>○ <b>Governance:</b> broad risk identification and mitigation strategies, safeguard development and implementation, organizational capacity building and governance to support ongoing delivery of high integrity, high quality and equitable nature credits</li> <li>○ <b>Safeguarding:</b> development and implementation support for key safeguard requirements as identified by CI processes e.g. Gender Mainstreaming Plan, Accountability and Grievance mechanism, ongoing Stakeholder Engagement Plan, High level environmental and social impact assessment and management plan</li> <li>○ <b>Financial:</b> undertake some basic financial modelling to identify a minimum price floor for credits in the context of operational needs; review budgets and existing governance arrangements to determine options for revenue receipt and long-term financing</li> </ul> | Capacity building and training materials identified, developed and implemented.                                  |
| 3  | Site Visits   | Engage in with project stakeholders to deliver any training, build relationships, confirm any data gaps, and align on any additional actions to support crediting readiness  | Provide short summary report on site visit findings, any red flags identified and implications for the work plan |
| 4a | Determine standard to apply   | Based on project context and requirements undertake an analysis to recommend which nature crediting standard to apply.   | Recommendation for appropriate crediting standard to CI for decision   |

| #  | Deliverables               | Activities   | Acceptance Criteria   |
|----|----------------------------|--|---|
| 4b | Draft Project Descriptions | <p><u>General</u></p> <p>Based on agreed standard, 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, tenure, and legal framework. This will include but not be limited to:</p> <p><u>Biodiversity</u></p> <ul style="list-style-type: none"> <li>• Identifying project spatial and temporal boundaries based on discussions with CI and project partner</li> <li>• Analysis of agents and drivers of biodiversity threat and underlying causes</li> <li>• Development of theory of change</li> <li>• Collate and analyze existing biodiversity monitoring data</li> <li>• Identify data gaps and develop procedures / recommend actions to fill in gaps</li> <li>• Documenting baseline scenarios (where appropriate) and additionality arguments</li> <li>• Developing the project activities and monitoring protocols balance technical rigor with practicality (e.g. through the application of technology) and cultural approaches</li> </ul> <p><u>Social</u></p> <ul style="list-style-type: none"> <li>• Identification of project stakeholders and communities and development of a stakeholder engagement plan and supporting training materials to meet Standard and CI requirements for FPIC and good faith negotiation with a view towards benefit sharing arrangements where applicable (including consideration of options for direct community and cultural engagement in project activities)</li> <li>• Commencement of stakeholder engagement, aligned to the above plan</li> <li>• Review existing data and identification of baselines and project scenario community impacts</li> </ul> | Draft Project Description document, using the applicable template, with all supporting documentation. |

| # | Deliverables   | Activities  | Acceptance Criteria   |
|---|--|---|---|
|   |  | <ul style="list-style-type: none"> <li>Identify data gaps and develop procedures to fill gaps</li> <li>Develop project monitoring protocols</li> </ul> <p><u>Legal</u></p> <ul style="list-style-type: none"> <li>Analysis of rights for credits and any other related requirements including the enabling policy environment</li> </ul>                  |   |
| 5 | Draft Monitoring Reports                                   | <p><u>General</u></p> <ul style="list-style-type: none"> <li>Store and archive all monitoring data with accompanying metadata ready for submission to VVBs</li> <li>Compile monitoring plans in accordance with templates and requirements</li> <li>Support development of capacity within project partners to execute monitoring plans</li> </ul>        | Draft Monitoring and Implementation Report, using the appropriate standard template, including all supporting documentation. Provision of training to project partners and support implementation of plans within their core processes.   |
| 6 | Scoping of activities and costs to support credit issuance | Develop workplans identifying tasks, interdependencies, any sub-contractors, stakeholder responsibilities, milestones/deliverables and costs to progress to the next phase of credit issuance. Whether the project progresses towards credit issuance will be dependent on outcomes to this point. This phase will be the subject of a separate contract. | Project work plan identifying tasks, interdependencies, any sub-contractors, stakeholder responsibilities, milestones/ deliverables and costs at a suitable period of time (e.g. two months) prior to completion of the readiness phase to enable a timely decision on whether to progress. |
| 7 | Collation of lessons learnt                                | Develop a process to optimize learning through the pilot projects, collate lessons learnt and improve processes and deliverables as a result. Participate in any lessons learnt forums as part of the Verra Nature Framework pilot as required.   | Report containing a collation of lessons learnt and implementation of opportunities for improvement as required.  |



## 2. Credit Issuance (progress and timing of this phase will depend on outcomes from the Credit Readiness)

### Description of Requested Services

The credit issuance phase includes validation and verification, 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

| # | Deliverables  | Activities  | Acceptance Criteria  |
|---|---|---|--|
| 1 | Full review of the existing PD, MR and project documentation                                    | Full accuracy and completeness review to ensure alignment with the standard's requirements  | Final PD and MR accepted by CI; all project evidence and data organized in preparation for the audit |
| 2 | Support validation and verification audit   | <ul style="list-style-type: none"> <li>• Attend kick-off calls with the VVB</li> <li>• Attend on-site audits with the VVB if needed</li> <li>• Provide timely responses to comments/findings from the VVB</li> <li>• Revise the PD or MR as requested by the VVB</li> </ul> | 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 | <ul style="list-style-type: none"> <li>• Provide responses to additional findings from Verra or other standards body</li> <li>• Revise the PD or MR as requested by the standards body</li> </ul>   | Final Verification Report approved by Verra, or other applicable standard body                       |



### **Attachment 3: Cost Proposal**

CI anticipates entering into fixed-price deliverables-based Task Orders, based on the Bidder's current pricing for one year, . The cost proposal should be completed in two parts:

1. Provide an outline of the pricing scheme, including:
  - a. Current pricing with rates of key personnel
  - b. Margin or overhead applied for pre-selection and management of any sub-contractors
2. Using the separate Financial proposal template, provide an illustrative costing of a sample Task Order for the provision of services outlined in Attachment 2. The illustrative example for the sake of comparison should be based upon an assumed project in the Philippines and quoted in US dollars. 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.

## Attachment 4: Master Services Terms of Agreement

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

**Service Agreement Number:** [ENTER CMF NUMBER]

**Services:** [ENTER DIVISION/PROGRAM ASSIGNING WORK AND GENERAL DESCRIPTION OF WORK]

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
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.
16. Counterparts and Facsimile Signatures.
  - a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
  - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.
17. 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]**

**[Click here and type Title]**

**[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

**APPENDIX 1**

**FORM OF TASK ORDER**

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

| #     | Deliverable | Activities | Acceptance Criteria<br><b>[CI TO DEFINE]</b> | Due Date | <b>[OPTION 1] Payment Amount<br/>[Currency]</b><br><br><b>[OPTION 2] Allotted<br/>[Days/Hours]</b> |
|-------|-------------|------------|--|----------|--|
| 1     |             |            |  |          |  |
| 2     |             |            |  |          |  |
| 3     |             |            |  |          |  |
| 4     |             |            |  |          |  |
| Total |             |            |  |          |  |

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. **[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: 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 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), COORESPONDING 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 provide invoices to CI containing name and address, place of performance, days/period and hours worked according to activities and deliverables (as defined in Section 1), and payment instructions.

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:

---

---

Date \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 2

### ETHICS STANDARDS

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

**Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 [, 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: \_\_\_\_\_