

RFP Title: Climate Positive Initiative

Clarifications

Questions Submitted: December 19, 2023 Clarification

Responses Distributed: December 22, 2023

Amended: January 26, 2024 (Question 3)

Question	Response
1. Could you please clarify what is included in the 5 page limit for the proposal? Will the inclusion of key personnel, cover page, CVs count toward the 5-page limit listed? i.e., is the page limit specific to RFP section 6.c.iii "Technical Approach"?	Yes, the 5-page limit is specific to the Technical Proposal, including Corporate Capabilities, Technical Approach and Methodology, as well as a summary of qualifications of key personnel as needed. Individual CVs are not included in this page limit. Also excluded from the page limit are Section 6 a., b., and d.
2. Are proposals required to be submitted in Microsoft Word format, or are other formats (PowerPoint) acceptable? Does CI have a preferred format for proposals?	Other formats are acceptable. No, CI does not have a preference for the format in which the proposal is submitted.
3. What is the estimated budget for this opportunity? Is there a budget cap?	The available budget for services is US\$50k- \$60k. However, we are interested in understanding the full cost of services described in the RFP, even if this budget cap is insufficient, as it will enable us to better plan for future contract scopes. If available, please indicate your firm's rate discounts or pro bono services in your financial proposal.
4. Are you willing to contract this opportunity using the bidders' terms and conditions?	No, we are unable to do so.
5. If you are not willing to contract this opportunity using the vendors terms and conditions, can you share the terms and conditions you will contract this opportunity with? Are you open to suggestions of modifications of your terms and conditions?	Our services agreement template has been attached with these clarifications (Annex 4). Certain terms and conditions may be negotiated with CI's General Council Office in the contracting stage.

Question	Response
6. Considering the holiday season, is CI willing to extend the submission deadline from the 19 th Jan 2024?	We can accept submissions for another week – making January 26, 2024 the final deadline. We have updated the RFP accordingly.
7. Should the Power BI model update be inclusive of scopes 1,2, and 3?	Yes, the Power BI model update should continue to be inclusive for all scopes, as it currently is. We have the model built and it will require FY23 data integration to the existing tables as appended data.
8. Regarding the abatement model could you please clarify the level of advisory and modelling desired? What does the current abatement model include?	<p>Regarding advisory on the abatement model, we expect a quality review of the model (self-contained in one Excel file across 3 tabs) to identify any potential modeling errors and whether key quantitative assumptions are reasonable (see screenshots below for summary of key assumptions/inputs, and outputs). Finally, the model should be updated with FY23 data when the footprint calculation process is completed. The creator of the model at CI will be available to offer introductions to its functioning and answer questions. Total effort for this task by an experienced consultant should be no more than 5 person-days. Deliverables from this process will be:</p> <ol style="list-style-type: none"> 1. Updated Excel abatement model with any key assumptions validated or updated 2. Brief memo summarizing changes made to model <p>Please find below in Annex 1 screenshots clarifying the key inputs, assumptions and outputs of the abatement model.</p>
9. Should the business travel recommendations include scopes 1, 2, and 3?	Business travel is a category of Scope 3 emissions. Any business travel initiatives would thereby not affect Scope 1 or Scope 2 emissions. Scope 3 Business Travel includes the sub-categories of International Air, Fuel, Hotel/Lodging, and Other (which includes emissions from domestic airfare, charter travel, transportation). We have vehicular emissions in Scope 1 from our fleet of owned cars that take employees to our remote project sites, but this data is collected and calculated through a different method and would not be considered Scope 3.

Question	Response
<p>10. What is the Conservation International definition of climate positive and are you referring to a specific method/ initiative with a calculation methodology? Any clarifications around this would help us a lot in completing a relevant proposal.</p>	<p>The Climate Positive Initiative is essentially the label we coined for our efforts towards reducing our organizational carbon footprint. It is not a reference to a specific calculation methodology but rather an all-encompassing phrase referring to the activities around our carbon footprint. The below language describes our approach: “The purpose of the CI Climate Positive Initiative is to empower us to credibly “walk the talk” regarding climate action, coupling ambitious greenhouse emissions reductions with high-integrity use of natural climate solutions investments, in order to move towards organizational carbon neutrality and inspire similar leadership from others.” Please note that this language has only been shared internally and has not been made public yet.</p>
<p>11. Should Climate Positive strategies be incorporated in the abatement component of your organization’s climate strategy (e.g. going beyond net zero as defined by the SBTi,?</p>	<p>As mentioned above in the previous answer, we are not necessarily seeking to follow “Climate Positive” strategies as a part of our abatement – this is the label for our organization-wide reduction efforts. Our main priority is to become carbon neutral ASAP, well-before 2030. We’re looking for consultant input on mitigation/abatement measures that get us to an SBTi aligned reduction by 2030. We will retire carbon credits from our own projects to achieve neutrality; accordingly, we do not expect consultant advisory on carbon credit procurement.</p>
<p>12. The RFP mentions “The footprint covers 57 of CI’s international offices and our remote employees.” Please could you share the list of locations and offices under CI’s footprint?</p>	<p>See Annex 2 for list of offices. The list has expanded since drafting of RFP to 71 but this includes some small or shared offices for which no data will be collected.</p>
<p>13. Under the List of emission categories included for FY23 footprint calculation in Attachment 2, one of the categories includes “Subgrant Partners (C1)”. Could you help us understand if this would involve conducting the individual GHG inventory assessment for each of the sub-grant partners or would we have access to their total GHG inventory through which we could calculate this based on investments?</p>	<p>We do not have access to the majority of subgrant partners’ GHG inventory and we wouldn’t request that the consultant for this RFP calculate our subgrant partners’ inventory. We have previously done this assessment based on financial spend data but are open to other ideas for this calculation. It would be valuable for the consultant to pull publicly available inventory information for our top 5-10 sub-grant partners to validate financial-based estimates. We have also conducted some preliminary analysis of the portfolio of subgrantees. The consultant will have access to this information as well as our financial data needed for the calculation of subgrant emissions category from previous years and FY23.</p>

Question	Response
<p>14. Under section 3c (Abatement Strategy and Mitigation Recommendations),</p> <p>a. The point 3 in Deliverables mentions “Renewable energy sourcing strategy to achieve 100% renewable energy by 2030 (or sooner)”. Could you please clarify if the existing abatement model includes such a strategy and the requirement is to review and improve the strategy OR is the requirement to design the strategy from scratch?</p> <p>b. The point 3c in Deliverables mentions “Analysis of renewable energy sourcing options in key geographies where Conservation International offices are operating”. Please could you help us understand which are the key geographies to be included for this?</p>	<p>A. The abatement model includes basic directional cost estimates for sourcing RECs for key geographies but we have not developed a renewable energy strategy. The consultant should design the renewable energy sourcing strategy based on the office locations and usage data.</p> <p>B. Key geographies are those where our GHG footprint and energy use is highest. See Annex 3 for an estimate of FY22 energy use per country. The consultant will help us understand the renewable energy sourcing landscape in those locations with highest impact and what feasible paths to 100% Renewable Energy could look like (considering options like RECs, vPPAs, and on-site). The consultant should clarify what level of detail is reasonable in their response. We do not need site-level recommendations but rather a holistic strategy to guide our first steps towards our Renewable energy goal.</p>
<p>15. Would there be any scope for extending the timeframe of the entire project from the 2.5 months stated in the RFP?</p>	<p>Yes, we can extend by two weeks if necessary.</p>
<p>16. Is it possible for an organisation to send a proposal together with a partner organisation (in a consortium)?</p>	<p>Yes, partnership applications are welcome. However, a lead consultant is required as CI will contract with only one entity.</p>
<p>17. Does CI anticipate any travel required as part of this work?</p>	<p>This work is entirely desk-based and there is no reason for travel as a part of this work.</p>

Question	Response
18. Have previous years' inventories been reviewed/verified/assured by any third parties? Or does CI plan to seek third-party assurance for 2023 inventory?	CI has not sought third party assurance but our baseline assessment was completed by an independent consultant. As an NGO we do not have a way of disclosing our emissions to third parties like CDP or others. We will be happy to hear more from the consultant on what could be a pathway forward on this.
19. Has CI already begun data collection to support this work, or will CI begin data collection internally prior to agreement signing?	No data collection has begun. However, we already have an updated office list and improved data collection template ready to use.
20. Can CI provide information on existing methodology/approach being used for Scope 3, Category 1 Purchased Goods & Services? Are the calculations based on a spend-based approach?	CI has previously calculated emissions for Scope 3, Category 1 Purchased Goods and Services on a spend-based approach.
21. Does CI have any Forest, Land, and Agriculture (FLAG) emissions or anticipate the need to breakout and address FLAG emissions from the expected emission sources (e.g. within C1 Purchased Goods & Services or Subgrant Partners)?	In general, our work, and that of our subgrant partners, is to restore carbon stocks in the land we work on rather than deplete them. Food and paper consumption are likely the primary products we consume with FLAG implications. We're open to an outside opinion but have assumed these FLAG impacts would therefore be negligible.
22. CI's required deliverable includes a "GHG footprint calculation for fiscal year 2023 for Conservation International using existing carbon footprinting Excel tool and retaining connection to CI's existing Power BI dashboard (To be led by selected Consultant)". What level of integration is required between the Excel tool and the Power BI dashboard? Is it data import/export, real-time data sync, or something else?	The Power BI dashboard is connected to live share point Excel file, that is our GHG model. The Power BI model will require new data to be appended for visualization of FY23 results (adding rows for each tab containing a category of emissions). Our PowerBI dashboard is refreshed every 24 hours and is designed to upload any changes to the data source file automatically. There, nonetheless, may be minor nuances anticipated but our Climate Positive team in collaboration with CI's IT will be happy to provide support and more guidance as we've built the PowerBI dashboard internally and have good understanding of how information is modeled and synced.
23. "The GHG footprint tool will be enhanced with data quality scoring and a simple uncertainty assessment in line with the GHG Protocol methodology to enable prioritization of continuous improvement efforts". Are there specific assessment criteria that CI other	No, but we are open to criteria suggestions from consultant.

Question	Response
than from the guidance included in the GHG Protocol Corporate Standard and the Scope 3 Standard?	
24. How will CI provide a copy or access to the Power BI dashboard or its template? Is the dashboard meant to run locally (on a computer) or is it hosted online?	We will provide access to the Share Point folder and documents where our GHG data reside (in Excel). CI-IT will need to support us with providing any outside access to Power BI as needed. We do not anticipate the PowerBI dashboard work to be a considerable effort, as the data is already modeled and is automatically synced with the data source file.
25. Is CI considering Science-based Targets with SBTi? Or any renewable energy specific target such as RE100 or SBTi? CI's electricity consumption will likely fall under the RE100 eligibility threshold but we wanted to confirm.	As rightfully noted, our scope 2 is relatively small and we do not own any of our office spaces. We do not have an immediate plan to set SBTi target but welcome thoughts and suggestions as part of the final recommendations report to us.
26. Are CI's sites exclusively offices, or does it have other types of locations where other kinds of activities are undertaken?	Only offices are included in our footprint.
27. Can CI provide details on the methodology used for its existing abatement and mitigation strategy? What variables/factors/parameters are currently modeled?	Please reference the following screenshots summarizing the key assumptions/inputs and outputs of the abatement model in Annex 1 of these Clarifications.
28. The deliverables mention "Business travel strategy recommendations" and "Renewable energy sourcing strategy." Is CI looking to develop a decarbonization roadmap for other categories of emissions as well or just a list of key high-level recommendations for footprint abatement?	We are looking for general recommendations, but business travel and renewable energy sourcing are our immediate FY24 priorities that we are planning to address in the short-term. The selected consultant will help us identify the best pathway for sourcing renewable energy for our offices and propose mitigation plan for business travel.

Question	Response
29. Is CI able to share electricity consumption (and if applicable heat consumption and fuel consumption per fuel type) per market/country? If not possible to provide for all locations then please provide consumptions for key geographies, and list of all geographies.	See Annex 3 below for directional electricity consumption estimates. Full data is included in our GHG model. Electricity use and vehicle fuel use are the two major emissions areas, on-site fuel use is minimal.
30. Is CI currently purchasing any unbundled Energy Attribute Credits / Renewable Energy Credits / Guarantees of Origin etc.?	We do not purchase any RECs but are aware that our landlords do purchase some on our behalf for at least two of our properties. We need the consultant's help to identify the best way forward to achieve our renewable energy goals (including the role for RECs).
31. When it comes to the renewable energy strategy, would you like the consultant to consider only electricity sources or also other types of energy such as fuels and/or heat?	Electricity sources (including onsite generation) are the primary stationary emissions challenge. The consultant should also include a cursory assessment of pathways for achieving vehicle emissions reductions (including electrification). We anticipate vehicle electrification may be challenging in the short and medium term for many of the geographies we work in.
32. For the renewable energy strategy, are you considering only sources over which CI has control (scopes 1 and 2) or also those over which CI doesn't have control but some influence (scope 3)?	Our current focus of this strategy is just scope 1 & 2. If significant opportunities arise in assessment for scope 3 engagement, we're open for recommendations, but this is not the focus of the renewable energy strategy support.

Annex 1 – Screenshots of Abatement Model

***Please note that this model was created by CI, and therefore is considered proprietary and for use solely by CI. ©2022 Conservation International
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Key assumptions:

Lookup		Scope	Base reference year for projections	Include in BAU scenario?	Include in interventions scenario?	Reduction in 2030 (tCO2e)	Total cum. reduction (tCO2e)	Total cum. Marginal Cost (USD)	Marginal abatement cost in 2030 (USD/tCO2e)	Marginal abatement cost over whole period (USD/tCO2e)	Intervention cost & staff estimates										Vehicles: Can we collect info on vehicle				Direct marginal costs				Timing	
											Intervention Cost Parameters										Marginal staff time									
											Base Activity	Unit	One-time employee time (person-days)	Ongoing employee time (person-days/yr)	CI employee rate (\$/day)	One-time employee cost	Ongoing employee cost (per year)	Unit cost	Unit	One-time cost (capex)	Ongoing cost (opex per year)	One-time staff cost in this year	Ongoing staff & cost starts year	Comments						
Scope 1 Stationary emissions	Scope 1	153																												
Scope 1 Vehicular emissions	Scope 1	162																												
Scope 2 Purchased Electricity Timor-Leste	Scope 2	198																												
Scope 2 Purchased Electricity Indonesia	Scope 2	164																												
Scope 2 Purchased Electricity South Africa	Scope 2	190																												
Scope 2 Purchased Electricity Rest of World	Scope 2	108																												
Scope 2 Purchased steam	Scope 2	198																												
Scope 3 Business Travel Airplane United States	Scope 3	115																												
Scope 3 Business Travel Airplane Indonesia	Scope 3	174																												
Scope 3 Business Travel Airplane Colombia	Scope 3	125																												
Scope 3 Business Travel Airplane South Africa	Scope 3	146																												
Scope 3 Business Travel Airplane Brazil	Scope 3	137																												
Scope 3 Business Travel Airplane Rest of World	Scope 3	105																												
Scope 3 Business Travel Boat Indonesia	Scope 3	137																												
Scope 3 Business Travel Boat United States	Scope 3	141																												
Scope 3 Business Travel Boat Rest of World	Scope 3	125																												
Scope 3 Business Travel Land transportation	Scope 3	5.51																												
Scope 3 Business Travel Hotel	Scope 3	5.14																												
Scope 3 Business Travel Helicopter	Scope 3	183																												
Scope 3 Worked from home United States	Scope 3	197																												
Scope 3 Worked from home Indonesia	Scope 3	133																												
Scope 3 Worked from home South Africa	Scope 3	5.19																												
Scope 3 Worked from home Madagascar	Scope 3	138																												
Scope 3 Worked from home Rest of World	Scope 3	148																												
Scope 3 Employee commuting Car United States	Scope 3	100																												
Scope 3 Employee commuting Car Rest of World	Scope 3	190																												
Scope 3 Employee commuting Public transport	Scope 3	194																												
Scope 3 Employee commuting Motorcycle	Scope 3	7.10																												
Scope 3 Employee commuting Walked	Scope 3	100																												

123	4 Car stock modeling														
124	Assumptions														
125	Replace non-hybrid after	Scale with:	years	Total Marginal CAPEX	Intervention vs BAU										
126	Replace hybrid after		years	Total Marginal OPEX		Intervention vs BAU									
127	CI Car count		in FY22												
128	Marginal CAPEX per hybrid		as of 2022												
129	Change in marginal CAPEX		between 2022 and 2030												
130	Fuel use savings of hybrid		linked to model												
131	Assume hybrid vehicles are available in geographies we operate														
132	Metric			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 Notes
133	Total vehicle count	Scale with:	Global Budget												
134	Total vehicles purchased														
135	% new vehicles that are hybrid														
136	% of total stock that is hybrid														
137															
138	Marginal cost per hybrid vehicle														
139	Marginal CAPEX for Intervention vs BAU														
140															
141	Projected BAU fuel cost	Source: financial data													
142	Fuel cost per vehicle														
143	Projected Intervention fuel cost														
144	Marginal OPEX for Intervention vs BAU														
145															
146	Total projected marginal cashflow														
147															

Excerpt of outputs (outputs include GHG emissions, cost, and carbon fee projections):

		BAU - Req'd Carbon Fee (USD/tCO2e)									Intervention - Req'd Carbon Fee (USD/tCO2e)										
		Table 10									Table 11										
		2022	2023	2024	2025	2026	2027	2028	2029	2030	Intervention - Req'd Carbon Fee (USD/tCO2e)	2022	2023	2024	2025	2026	2027	2028	2029	2030	
3	Lookup	Scope																			
20	Scope 1 Stationary emissions	Scope 1																			
21	Scope 1 Vehicular emissions	Scope 1																			
22	Scope 2 Purchased Electricity Timor-Leste	Scope 2																			
23	Scope 2 Purchased Electricity Indonesia	Scope 2																			
24	Scope 2 Purchased Electricity South Africa	Scope 2																			
25	Scope 2 Purchased Electricity Rest of World	Scope 2																			
26	Scope 2 Purchased steam	Scope 2																			
27	Scope 3 Business Travel Airplane United States	Scope 3																			
28	Scope 3 Business Travel Airplane Indonesia	Scope 3																			
29	Scope 3 Business Travel Airplane Colombia	Scope 3																			
30	Scope 3 Business Travel Airplane South Africa	Scope 3																			
31	Scope 3 Business Travel Airplane Brazil	Scope 3																			
32	Scope 3 Business Travel Airplane Rest of World	Scope 3																			
33	Scope 3 Business Travel Boat Indonesia	Scope 3																			
34	Scope 3 Business Travel Boat United States	Scope 3																			
35	Scope 3 Business Travel Boat Rest of World	Scope 3																			
36	Scope 3 Business Travel Land transportation	Scope 3																			
37	Scope 3 Business Travel Hotel	Scope 3																			
38	Scope 3 Business Travel Helicopter	Scope 3																			
39	Scope 3 Worked from home United States	Scope 3																			
40	Scope 3 Worked from home Indonesia	Scope 3																			
41	Scope 3 Worked from home South Africa	Scope 3																			
42	Scope 3 Worked from home Madagascar	Scope 3																			
43	Scope 3 Worked from home Rest of World	Scope 3																			
44	Scope 3 Employee commuting Car United States	Scope 3																			
45	Scope 3 Employee commuting Car Rest of World	Scope 3																			
46	Scope 3 Employee commuting Public transportation	Scope 3																			
47	Scope 3 Employee commuting Motorcycle	Scope 3																			
48	Scope 3 Employee commuting Walked	Scope 3																			
49	Scope 3 Purchased goods and services United States	Scope 3																			
50	Scope 3 Purchased goods and services Indonesia	Scope 3																			
51	Scope 3 Purchased goods and services Fiji	Scope 3																			
52	Scope 3 Purchased goods and services Colombia	Scope 3																			
53	Scope 3 Purchased goods and services Madagascar	Scope 3																			
54	Scope 3 Purchased goods and services Rest of World	Scope 3																			
55	Scope 3 Subgrant partners Brazil	Scope 3																			
56	Scope 3 Subgrant partners Madagascar	Scope 3																			
57	Scope 3 Subgrant partners Kenya	Scope 3																			
58	Scope 3 Subgrant partners Colombia	Scope 3																			
59	Scope 3 Subgrant partners Liberia	Scope 3																			

Annex 2:

List of office locations including some shared office spaces.

Region	Country	Office Type	Count of Office
Africa	Botswana	CI Office	1
		Field Project Satellite Office	1
	Botswana Total		2
	Liberia	CI Office	1
	Liberia Total		1
	Madagascar	CI Office	1
		Field Project Satellite Office	5

	Madagascar Total		6
	South Africa	CI Office	2
		Field Project Satellite Office	6
	South Africa Total		8
Africa Total			17
Americas	Bolivia	CI Office	1
	Bolivia Total		1
	Brazil	CI Office	1
		Field Project Satellite Office	2
	Brazil Total		3
	Colombia	CI Office	1
		Field Project Satellite Office	2
	Colombia Total		3
	Costa Rica	CI Office	1
	Costa Rica Total		1
	Ecuador	CI Office	1
		Field Project Satellite Office	2
	Ecuador Total		3
	Guyana	CI Office	1
		Field Project Satellite Office	1
	Guyana Total		2
	Mexico	CI Office	1
		Field Project Satellite Office	3
	Mexico Total		4
	Peru	CI Office	1
		Field Project Satellite Office	2
	Peru Total		3
	Suriname	CI Office	1
	Suriname Total		1
Americas Total			21
Asia Pacific	Cambodia	CI Office	1

		Field Project Satellite Office	1
	Cambodia Total		2
	China	CI Office	1
		Field Project Satellite Office	3
	China Total		4
	Fiji	CI Office	1
		Field Project Satellite Office	1
	Fiji Total		2
	Indonesia	CI Office	1
		Field Project Satellite Office	9
	Indonesia Total		10
	Japan	CI Office	1
	Japan Total		1
	New Caledonia	CI Office	1
	New Caledonia Total		1
	New Zealand	CI Office	2
	New Zealand Total		2
	Philippines	CI Office	1
		Field Project Satellite Office	1
	Philippines Total		2
	Samoa	CI Office	1
	Samoa Total		1
	Singapore	CI Office	1
	Singapore Total		1
	Timor-Leste	CI Office	2
	Timor-Leste Total		2
	Asia Pacific Total		28
Asia-Pacific	Australia	CI Office	1
	Australia Total		1
Asia-Pacific Total			1
Europe	Belgium	CI Office	1

	Belgium Total	1
Europe Total		1
USA	United States of America CI Office	3
	United States of America Total	3
USA Total		3
Grand Total		71

Annex 3:

Country	Estimated 2022 electricity use across all offices in country (kWh). <i>Estimates are provided bucketed for this stage of RFP but actual estimated values are included in the model per office.</i>
Indonesia	>100,000
Madagascar	30,000-100,000
Suriname	30,000-100,000
United States	30,000-100,000
Guyana	30,000-100,000
Brazil	30,000-100,000
Cambodia	30,000-100,000
Colombia	30,000-100,000
Singapore	10,000-30,000
Belgium	10,000-30,000
South Africa	10,000-30,000
Philippines	10,000-30,000
Liberia	10,000-30,000
Ecuador	10,000-30,000
Mexico	10,000-30,000
Botswana	10,000-30,000
Peru	10,000-30,000

Timor Leste	10,000-30,000
Kenya	<10,000
Japan	<10,000
China	<10,000
Costa Rica	<10,000
Samoa	<10,000
Fiji	<10,000
New Zealand	<10,000
New Caledonia	<10,000
Bolivia	<10,000
Australia	<10,000

Annex 4 – Services Agreement Template

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

Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]

Project Title: [ENTER PROJECT TITLE]

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

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

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

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

2. Term. The Agreement Start Date is [DATE]. The Agreement End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:
 - a. Fixed Price Contract. A Fee for Services not to exceed \$ [] which is based on payment against deliverables as described in Section 4 and outlined in the deliverables schedule attached as Appendix 1.

i. Expenses: **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]**

The Fee for Services set forth above:

(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.

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

1. Payment Terms.

b. 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.

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 *(or copies, with originals to be retained by the Consultant for a period of five (5) years for CI's audit purposes) * for expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt and approval of the Consultant's invoice.

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

2. Acceptance of Deliverables; Time is of the Essence.

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

b. Acceptance. In the event that a Deliverable meets CI's Acceptance Criteria, CI shall notify the Service Provider that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in

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

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

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

3. 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.

4. Relationship of CI and Service Provider. **[CHOOSE OPTION 1 OR 2 DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**

[OPTION 1 - IF A COMPANY] Service Provider is not an employee, agent or assign of CI for any purposes whatsoever.

Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.

[OPTION 2 - IF AN INDIVIDUAL] Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner, agent or assign of CI for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect. In addition, CI shall not withhold or pay federal,

state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**

9. Government Officials and Employees.

- a. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official
 - i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
 - ii. without the express consent of the government for which the employee or official works; and
 - iii. that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance.
- b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
 - i. to influence any official government act or decision;
 - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
 - iii. to obtain or retain business for, or direct business to any individual or entity.
- c. **[DELETE IF SERVICE PROVIDER IS NOT A GOVERNMENT EMPLOYEE OR OFFICIAL]** If Service Provider is a government employee or official, Service Provider shall:
 - i. Remove him/herself from any governmental act or decision that may affect CI and shall not influence any governmental act or decision that may affect CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official or any government employee or official in another jurisdiction.
 - ii. Make a representation as evidenced in **Appendix 4** that entering into this Agreement does not breach any of its existing contractual obligations with the relevant government agency or with any third parties, or other rules or regulations applicable to Service Provider as a government employee/official. **Appendix 4** to this Agreement is a letter from the relevant government agency stating that it consents to CI engaging Service Provider to provide the Services and receive the compensation for the Services stipulated under this Agreement.

10. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of

confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

11. Intellectual Property

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

[OPTION 1, PREFERRED - CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. All Works shall be deemed “works made for hire” within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a “work made for hire,” or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

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

[OPTION 2, NOT RECOMMENDED - CI OWNERSHIP – LICENSE TO SERVICE PROVIDER TO USE] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. CI hereby grants to Service Provider a nonexclusive, revocable, royalty-free license to reproduce, translate, publish and use, and to authorize others to so do, all copyrightable Works first produced or prepared under this Agreement by Service Provider; provided, however, that Service Provider understands and agrees that this license does not include the right to first publication of any Works, which right shall belong solely to CI.

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

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security guidance provided by CI, and acknowledges that s/he shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 3, Release and Waiver.
14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
15. Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).
 - a. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
 - 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.
16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to

commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.

16. Counterparts and Facsimile Signatures.

- a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
- b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.
 - a. 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.
 - b. No Third-Party Beneficiaries. Except as expressly set forth herein, neither party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Service Provider and CI.

19. [Non-Assignment](#). This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.

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

21. Entire Agreement; Amendments. This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not be amended, supplemented, or modified in any respect except by written agreement signed by both parties.

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

If to Service Provider:

Phone:

Email:

If to CI:

Attn:

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Phone: 703.341.2400

Email :

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

[SERVICE PROVIDER NAME]

Conservation International Foundation

[Contractor Name & Title]

[Name of CI representative]

[Title]

[SVPs/+ or those designees holding a formal Power of Attorney with signature delegation.]

Date: _____

Date: _____

Appendix 1: Delivery Schedule

Appendix 2: Code of Ethics

Appendix 3: Release, Waiver of Liability and Consent to Medical Treatment

[If Applicable] Appendix 4: [GOVT AGENCY] No-Objection Letter

APPENDIX 1
DELIVERY SCHEDULE

#	Deliverable	Activities	Acceptance Criteria [INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN SECTION 5 MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA]	Due Date	Payment Amount USD
1					
2					
3					
4					
...					

[DELETE IF REIMBURSABLE EXPENSE ARE NOT INCLUDED IN SECTION 3] REIMBURSABLE EXPENSES BUDGET

ITEM DESCRIPTION	UNIT COST	TOTAL COST/ITEM	PURPOSE

TOTAL REIMBURSABLE EXPENSES BUDGET	
------------------------------------	--

[If Applicable, include from RFP] TERMS OF REFERENCE

APPENDIX 2

ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

By: _____

Title: _____

APPENDIX 3

RELEASE, WAIVER OF LIABILITY

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

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

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

APPENDIX 4

[GOVT AGENCY] No-Objection Letter

[Letter on GOVT AGENCY letterhead]

[Date]

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Attn: **[CI STAFF]**

Re: Permission Letter for CI's Engagement of **[CONSULTANT NAME]**

Dear **[CI STAFF]**,

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

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

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

Best regards,

[Name]

[Title]