



Request for Proposals (RFP)

Title: Priceless Planet Coalition Annual Program Audit – CI + WRI Restoration Projects

RFP No: PPC-001-Program Audit

Date of Issuance: 17th August 2023

Date of Amendment and Reposting: 27th October, 2023

Amendments were made to Sections 2 and 3 and Attachment 2 of the RFP.

1. Background

Since 1987, Conservation International has worked to spotlight and secure the critical benefits that nature provides to humanity. Combining fieldwork with innovations in science, policy and finance, we've helped protect more than 6 million square kilometers (2.3 million square miles) of land and sea across more than 70 countries. CI is currently implementing a campaign through 2025 to achieve ambitious impact targets to stabilize our climate by protecting and restoring nature, doubling ocean protection, and expanding planet-positive economies.

Together with the effort of citizens, businesses and corporate partners, we're leaving a positive impact on the world with a goal of restoring 100 million trees. We selected our global locations by focusing on the potential impact on climate, communities and biodiversity.

Priceless Planet Coalition

Mastercard launched the Priceless Planet Coalition with an ambitious goal to restore 100 million trees and set the bar for global restoration at scale. The initiative unites Mastercard's global network in advancing their own sustainability initiatives and contributing to the achievement of global goals for people, nature and climate.

As implementing partners in the initiative, Conservation International (CI) and World Resources Institute (WRI) develop a pipeline of high-quality restoration projects, guided by an annual plan that prioritizes projects and geographies with the greatest potential for positive impacts on climate, community, and biodiversity, and funded through grants, contributions, and other sources from Mastercard and Coalition Partners.

CI and WRI ensure plan implementation, deploy timely and accurate monitoring systems to track and report progress, and develop a suite of communications assets for use by the Priceless Planet Coalition Partners. To secure the PPC target, the PPC portfolio is organized into three separate tiers (see Attachment 3b) with the 100 million tree planting target broken down into the following proportions:

Tier 1 = ~ 55 million trees,

Tier 2 = ~ 35million trees and

Tier 3 = ~ 10 million trees.

Selection of PPC projects is linked to a framework and a set of guidelines and parameters summarized in Attachment 3a. Complementing this, CI (together with WRI) has developed a global analysis that shows which locations represent priorities for restoration. For the purposes of this RFP portfolio and program are used interchangeably.

Presently, the Priceless Planet Coalition (PPC) is a coalition of forest restoration projects of different sizes located around the world (see Map 1 and Table 1 below). Field data (trees planted) is collected and reported on quarterly via an Integrated Monitoring Platform (IMP) developed for the PPC program. The Integrated Monitoring Platform is part of a larger platform (developed by WRI) called TerraMatch and can be accessed by approved users via: <https://www.terramatch.org>.

The IMP represents a virtual information management platform that supports general monitoring of PPC projects with core functions including data collection, storage, display and access to Priceless Planet Coalition (PPC) data

generated by the project. The IMP allows for PPC project implementing partners to establish accounts, project set up, site establishment and regular reporting.

Once a site is established, tree monitoring data as well as other data specific to the project can be added to the data base over time. All PPC projects share their monitoring data through the platform, which is the PPC portfolio's primary data collection tool. Data that is collected from the various PPC project sites is integrated with remote sensing data on the platform. Data includes project name, start/end date (noting the initiative's 5-year monitoring requirement), location (site) details, site history, shapefiles to illustrate project (and site) boundaries, and land tenure. The intervention type (Assisted natural regeneration, applied nucleation, agroforestry, etc.) is recorded, as well as proposed tree species (scientific names), targets for the number of trees restored, hectares restored, survival rate and canopy cover. Photos and other information can be uploaded.

The successful candidate will be fully briefed on the protocols (current and past), IMP and data collected.

2. Project Overview

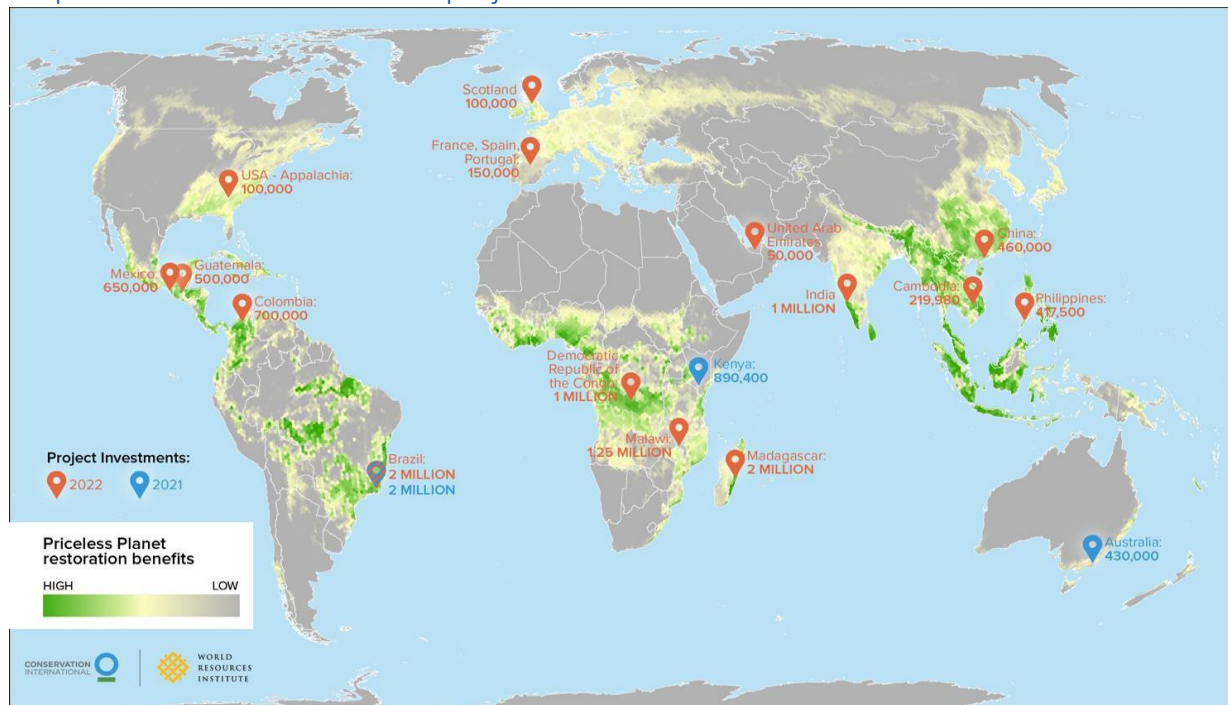
With a portfolio of 17 projects in 16 geographies, PPC is working alongside local governments, NGOs, and communities to implement a best-in-class restoration initiative. The PPC program adheres to a robust monitoring system, the [Tree Restoration Monitoring Framework](#), which is used to help us track progress determine if we are meeting our claims and having positive impact on the ground.

CI is seeking to undertake a set of Program Audits of Priceless Planet Coalition (PPC) restoration projects to ensure projects are aligned with program objectives and within the established guidelines. The PPC program intends to carry out an independent third-party program audit for CI and WRI's restoration work across the PPC portfolio. The initial phase of this project focuses on auditing all current projects led by CI and WRI as described in section 3. New and recurring audits will be obligated as needed under the terms of a Master Services Agreement.

For more information the current restoration projects, see: <https://www.mastercard.us/en-us/vision/corp-responsibility/priceless-planet/restoration-projects.html>, and explore Map 1 to see where PPC projects are currently located.

The current projects represent a commitment of 13,917,880 trees to be planted based on funding obligated between 2020-2022. PPC is expected to grow an additional ~86 million trees to achieve the 100 million trees planted objective. In 2023, we have advanced funding for additional trees, but these are not specified in the Terms of Reference below and will be subject to audit inclusion as described under 'New and Recurring Audits'.

Map 1 Current location for PPC projects



3. Terms of Reference, Deliverables and Schedule

First Round Audits

The aim is to audit all PPC projects on a regular schedule, with a frequency dependent on Project Tier, to confirm the extent to which the PPC program is meeting objectives, as described in the overview key criteria and elements highlighted in Attachment 3a.

The first trees were planted in 2021 and no projects have been audited from a programmatic perspective to date. The first round of PPC program audits for the current 17 projects will commence as soon as the identified vendor can mobilize, anticipating that 9 of the project audits will be completed no later than December 31, 2023, and the remaining 8 project audits will be completed no later than June 30, 2024 (or, preferably sooner). See schedule in Table 1 below.

Table 1. Audits to be carried out between December 2023 – June 2024

First Round Audit Timeframe	#	Project Start Year	Tier	Country	Managing Organization	# of Implementing Partners	# of Trees planted* at end Q2
Oct 2023 – Dec 2024 (or sooner)	1	2022	1	Madagascar	CI	3	2,152,214
	2	2022	1	Brazil – Flagship	CI	3	TBD
	3	2021	1	Brazil – Amazon-Atlantic Forest	CI	4	TBD
	4	2022	1	Democratic Republic of Congo	WRI	1	1,169,947
	5	2021	2	Australia	CI	1	373,719
	6	2021	2	Kenya	WRI	1	204,170
	7	2022	2	Malawi	WRI	1	1,452,771
	8	2022	3	USA	CI	1	105,160
	9	2022	3	Spain, France, Portugal	CI	1	151,250
April – June 2024 (or sooner)	10	2022	1	Mexico	CI	8	TBD
	11	2022	1	Colombia	CI	1	615,735
	12	2022	1	Guatemala	WRI	1	430,320
	13	2022	2	Cambodia	CI	1	65,336
	14	2022	2	Philippines	CI	1	42,027
	15	2022	2	India	WRI	1	800,000
	16	2022	3	UAE	CI	1	11,620
	17	2022	3	Scotland	CI	1	0

*Number of trees planted is inclusive of survival rate

New and Recurring Audits

The PPC program anticipates that new Projects will start up regularly each year. New program audits will commence, on a schedule to be determined after the end of the first implementation year. As the PPC portfolio grows, the auditing approach will need to evolve.

It is anticipated that subsequent audits for Tier 1 Projects will occur annually. Tier 2 and 3 Projects may be audited on a less regular frequency, as determined by a risk assessment, which may include the results of the first audit. Successful applicants will consider how such audits could be scaled up across reforestation programs with the focus on promoting transparency and improving benchmarks, outcomes on the ground, and ultimately impact.

Sampling Methodology

The primary objective of this audit is to obtain independent third-party confirmation that delivery aligns with the expected outcomes, rather than conducting a formal evaluation. The selected audit provider will be responsible for developing the sampling and testing methodology, as well as defining the terms of reference for the program audit.

The identified auditors will be expected to explore cost-effective approaches to ensure that the essential components of the program are being delivered, thereby offering the portfolio donor independent third-party assurance that the reported delivery progress is accurate.

The proposed methodologies will be presented in draft format for discussion and review by the PPC delivery team, with a focus on effective, efficient, and budget-friendly methods to complete the project audits across the entire portfolio. As a point of background, PPC projects are often implemented by multiple sub-grantee partners, also referred to as implementing partners. In some scenarios, a single project may involve 3 to 8 implementing partners, each responsible for delivering a specific number of trees (please refer to Table 1, keeping in mind that the number of partners may change over time). In such cases, CI anticipates that partners will be randomly selected for auditing, with a minimum requirement of auditing 50% of the implementing partners (for example, if there are 3 implementing partners in a project, 2 of them will be audited).

It will be the responsibility of the auditor to identify cost-effective methods to validate whether the on-ground activities are in alignment with portfolio expectations and guidelines. It is estimated that a minimum of 5% of the total number of trees will undergo auditing and will be compared against the figures reported in the IMP. Based on the number of trees planted and recorded in the IMP (currently 13,917,880), this equates to auditing approximately 695,894 trees. However, it's important to note that trees planted represent just one of the key indicators. Therefore, program auditors may choose to select other indicators to verify the delivery. For additional context, the portfolio comprises both mandatory and optional indicators as outlined in the [Monitoring Framework](#). Program auditors will be encouraged to explore any other measures and information that can be provided by project implementors and their partners (sub-grantees).

Basis for Project Audit Methodology – Minimum Indicators to be evaluated

Objective: To ensure that those projects that are audited are aligned with PPC objectives and guidelines where the final evaluation strategy will be developed by the selected vendor under Deliverables 1&2.

1. Number of trees planted per area under restoration (Indicator 1.1)
 - *Determine defensible methodology and identify a satisfactory sample of restoration activity sites. Compare sample data for the purposes of the audit with data reported for Indicator 1.1 in the IMP.*
2. Number of trees natural regenerating per area under restoration (Indicator 1.2)

- *Determine appropriate methodology to review a sample of restoration sites to validate tree counting claims as entered in the IMP. Compare to monitoring data reported for Indicator 1.2.*
3. Socioeconomic impact of restoration (Indicators 3.1 & 3.2)
- *Develop a methodology from which to determine scope and scale of project staff and community members experience with PPC from perspective of socioeconomic engagement activities. Determine an appropriate sample size from which to gain a level of confidence then cross-check reported partner numbers against project documentation.*

Table 2. PPC Audit Workplan, Deliverables and Timeline

The below deliverables are anticipated for the first round of audits (Task Order #1). Deliverables for future work will be developed and assigned via subsequent Task Orders in a Master Services Agreement, based on the methodology defined in the first round.

The approximate budget for the below workplan and first round of audits is \$100,000 - \$125,000 USD.

#	Milestone	Purpose	Deliverables	Deadline / Date`
1	Audit kick-off with PPC Global Team.	Introduce team members and review audit timeline and expectations. Discuss methodology, approach for any global review (see Attachment 3a) - refine accordingly.	1) Kick-off meeting presentation and meeting summary. 2) Methodology modified based on feedback inclusive of draft workplan and timeline to conclude audit.	2 weeks after Task Order assignment
2	Program Audit Terms of Reference	Finalize the standard terms of reference for program audits.	3) Program audit standard terms of reference outlining the Objective, Scope and Report content.	3 weeks after Task Order assignment
3	Audit kick-off with PPC Project Teams.	Introduce team members and review audit timeline and expectations. Discuss methodology, approach and Terms of Reference, - refine accordingly.	4) Kick-off meeting presentation and meeting summary completed. 5) Final methodology, modified as needed based on feedback inclusive of workplan and timeline.	5 weeks after Task Order assignment
4	First round of 18 PPC Program Audits	Methodology as defined by audit team (in consultation with PPC stakeholders) is rolled out. Conduct interviews on program management, analyze data - provide conclusions and recommendations.	<u>(Per each Project; 17 draft audit reports and 17 final reports anticipated)</u> 6) Audit is implemented and draft audit report delivered. 7) Project level audits identify specific recommendations and findings. 8) Final audit report, inclusive of a consultation process with recommendations and findings by project and across portfolio. Management response provided and incorporated.	First 9 program audits completed no later than December 31, 2023 Second 9 program audits completed no later than June 30, 2024
5	Capture impact of the program	Suggest opportunities and recommendations for strengthening program effectiveness, institutional awareness, strategic management and external presence.	9) Conclusion report that includes a summary of process, method of data analysis, an overarching audit report summarizing project effectiveness and suggestions or recommendations for improvement.	TBD

4. Submission Details

- a. Deadline. Proposals must be received no later than **November 20, 2023**; at 11:59 US Eastern Time. Late submissions will not be accepted.
- b. Proposals must be submitted via email to ciprocurement@conservation.org. All proposals are to be submitted following the guidelines listed in this RFP.
- c. Validity of bid. 120 days from the submission deadline
- d. Clarifications. Questions may be submitted to ciprocurement@conservation.org by the specified date and time in the timeline below. The subject of the email must contain the RFP number and title of the RFP. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.
- e. 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. Demonstrated experience performing similar program (portfolio) audits or evaluations at a similar scale for international, non-governmental organizations.
- b. Staff with demonstrated expertise in the following subjects. There is no minimum years' experience, but we consider four to six years of direct experience to be ideal.
 - i. Experience in completing program audits for complex global portfolios.
 - ii. Experience in completing program audits for forest restoration and/or reforestation initiatives.
 - iii. Experience in conducting program audits in a sensitive and appropriate manner for cross cultural settings.
- c. Relevant experience conducting audits or evaluations in PPC regions (Americas, Asia, Africa, Europe) and/or the ability to have a presence in the PPC countries of implementation.
- d. Demonstrated use of audit methodologies that are sufficiently robust, represent industry best and are replicable.
- e. Staff with demonstrated expertise in the following subjects is not required, but would be preferred;
 - i. Experience in completing program audits for climate change and biodiversity projects targeting benefits with an emphasis on ecosystem services.
 - ii. Experience in identifying and summarizing benefits to community(s) including income, jobs and other socioeconomic impacts.

6. Proposal Documents to Include

- a. Signed cover page on bidder's letterhead with the bidder's contact information.
- b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)
- c. Technical Proposal.

- i. Corporate Capabilities, Experience, Past Performance, and 3 client references. Please include descriptions of similar projects or assignments and at least three client references.
 - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how the team proposed meets the minimum requirements listed in section 5 (Minimum Requirements).
 - iii. Technical Approach, Methodology and Detailed Work Plan. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference in Section 3.
- d. Financial Proposal. Offerors shall use the cost proposal template (Attachment 2).

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 (out of 100)
Is the proposed approach and methodology appropriate to the assignment and practical in the prevailing project circumstances?	15
Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	15
Does the bidder's past performance demonstrate recent proven experience doing similar work?	30
Does the bidder and the proposed personnel have the specific technical expertise for the assignment?	15
Does the bidder have the have the ability to work in, or have a local team presence in, PPC Project regions?	5
Cost: Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.	20

8. Proposal Timeline

RFP Issued	17 Aug 2023
RFP Reposted	27 Oct 2023
Clarifications submitted to CI	November 2 2023
Clarifications provided to known bidders	November 6 2023
Complete proposals due to CI	20 November 2023
Final selection	30 November 2023

9. Resulting Award CI anticipates entering into a 5-Year Master Services Agreement with the selected bidder by 30 November, 2023, assigning Task Order #1 as the Deliverable table set out in Section 3. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. A model form of agreement is provided as Attachment 4.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in

the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all



offers, if such action is considered to be in the best interest of CI. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

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

CI's audit and evaluation results are confidential and applicant scoring will not be shared among bidders.

- 11. Code of Ethics** All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics.

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

Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

12. Attachments:

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility
Attachment 2: Cost Proposal Template
Attachment 3a: PPC Description and Core Parameters
Attachment 3b: Criteria and Tiers, Current Portfolio
Attachment 4: Master Services Terms of Agreement

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

RFP No. PPC-001-Program Audit

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

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

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

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

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

- a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.
- b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

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

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business
- b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.

- c.** We are/were not involved in writing or recommending the terms of reference for this solicitation document.
- d.** We have not engaged in any collusion or price fixing with other offerors.
- e.** We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.
- f.** We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.
- g.** We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.
- h.** We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).
- i.** We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

Name: _____

Signature: _____

Title: _____

Date: _____

Attachment 2: Cost Proposal Template

CI anticipates entering into fixed-priced deliverables-based Task Orders, based on the Bidder's current pricing for two years, with an option for reasonable escalation over the planned five-year term. The approximate budget for the below workplan and first round of audits is \$100,000 - \$125,000 USD. This Cost Proposal is requested in two parts:

1. Proposed costing of the Deliverables described in Table 2 of RFP Section 3. Please refer to the Budget Template attached for details.
If awarded a Master Services Agreement, future assigned Task Orders will be costed according to agreed upon rates.
2. Pricing scheme, including:
 - a. Current pricing with rates of key personnel
 - b. Future pricing proposal

The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offerors proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly 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 3a - PPC Description and Core Parameters

The below text provides an overview of the key description of the portfolio as well as the specific parameters that will be expected to drive expected outcomes and impact.

The Priceless Planet Coalition will create the restoration model for others to follow, not by planting trees, but by re-growing forests. Unique approach of the Priceless Planet Coalition:

- Global
- At Scale (100 M trees)
- Prioritizing climate, community and biodiversity benefits
- 5-year post-planting monitoring and evaluation
- Engages consumers
- Collaboration among brands
- Guided by Conservation International and World Resources Institute, the Priceless Planet Coalition will adopt and adhere to robust science-based best practices for Projects selection, implementation, and monitoring of Projects.

For the purpose of managing the Program in accordance with established, science-based best practices, the Parties agree to the following Program Parameters to be applied for Project selection, Execution and monitoring:

- No invasive species, and no commercial timber species
- No afforestation in areas that are not ecologically supposed to be forested unless there are clear ecological imperatives for doing so
- Proper community engagement
- Ecologically and socially appropriate restoration methods (e.g., seeding, assisted natural regeneration, agroforestry, etc.)
- Robust and standard monitoring and maintenance plans, etc.
- Maximization of climate, community and biodiversity safeguards and benefits
- Projects are only eligible for selection upon submission of the following:
 - Documentation of the above parameters
 - A cost-effective planting strategy
 - Proper community engagement and respect of local context and land tenure systems
 - Justification on why the selected site is strategic and will support climate, community, and biodiversity benefits of the landscape. Projects should seek to plant and restore in the areas where triple benefits will be highest.
 - Afforestation will not be allowed unless there are documented and defensible community and/or ecological imperatives.

Attachment 3b – Criteria and Tiers

Tier 2 – 35 Million Trees

Restoration projects led by organizations with strong track records and that provide benefits to local communities using best practices, but that may not be suited for full certification or may not have sought to maximize all three climate, community, and biodiversity impact types.



35%

Tier 1 – 55 Million Trees

Large scale tropical forest restoration projects designed with best practices and/or aligned with CCB standards with potential for full certification. These projects are globally important for climate, community, and biodiversity, and have been designed to maximize impacts across those three areas. Their completion will create models for future restoration at scale.



55%

Tier 3 – Up to 10 Million Trees

Restoration projects led by organizations with strong track records that are important but not critical to reaching global climate, community, and biodiversity needs and projects in areas desired by Priceless Planet Coalition partners, for consumer engagement purposes or others.



10%



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 by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
14. Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).

- a. Service Provider will cause the Services performed hereunder to conform to all requirements of all applicable federal, state and local laws, rules and regulations including, but not limited to, laws relating to equal employment opportunity, as well as all the generally accepted standards applicable to such work. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
 - b. Service Provider shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in any conduct substantially equivalent to Sexual Exploitation, Sexual Abuse, and Sexual Harassment (as defined in CI's Policy on Prevention of Sexual Exploitation, Sexual Abuse, and Sexual Harassment, available at <https://www.conservation.org/about/our-policies/prevention-of-sexual-exploitation-sexual-abuse-and-sexual-harassment>) in carrying out Services hereunder.
15. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
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 [CI TO DEFINE]	Due Date	[OPTION 1] Payment Amount [Currency] [OPTION 2] Allotted [Days/Hours]
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.
 - 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:

Service Provider

Conservation International Foundation

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.

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

By: _____
Title: _____
Date: _____

APPENDIX 3
RELEASE, WAIVER OF LIABILITY AND CONSENT TO MEDICAL TREATMENT

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

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

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.
2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.
3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program [, 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: _____