

Request for Proposals (RFP)

Date: October 8, 2021 (Originally posted September 9th)

Request for Proposals # **Blue Carbon Feasibility Study for Brazil**

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for Consulting Services. The attached RFP contains all the necessary information for interested Offerors.

As a founding and coordinating member of the International Partnership for Blue Carbon (IPBC), the Blue Carbon Initiative, and the Global Mangrove Alliance, CI has been working to improve conservation and protection of mangroves, as well as other vital blue carbon ecosystems around the world. These coastal habitats provide critically important ecosystem services for communities, including sequestering and storing large quantities of blue carbon, up to five times the carbon stored in terrestrial forests. When these ecosystems are lost or degraded, their carbon stores can be released, turning efficient carbon sinks into significant sources of greenhouse gases and accelerating climate change.

CI just launched the first VCS-certified Blue Carbon crediting project in Colombia. We are interested in partnering to expand this work globally and demonstrate how carbon finance can be used to conserve, protect, restore, and fund blue carbon ecosystems, while providing for livelihood and development opportunities for local people. Brazil has the largest mangrove cover in the Americas, in more than 8,000km of the Atlantic coast, where the threat to these systems is high, and the restoration potential is globally significant. According to the Brazilian Atlas of Mangroves (2018), Brazil lost 100,000 hectares of mangroves since 1980, especially due shrimp farming and urban expansion on southern and southeastern regions.

At the end of the contracting period, CI is expecting a short list location in the region that are ready for investment and project development through the VCS. The consult must consider the area from Bahia to Pará as top priorities to identify project sites.

Consultants should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention to CI Procurement CIProcurement@conservation.org or compras@conservation.org by October 26, 2021 by 5PM EDT (UTC-04:00). Interested Offerors can submit their questions to CIProcurement@conservation.org.

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

Conservation International's reputation derives from our commitment to our 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 violation of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com

Concerns regarding the integrity of the procurement process and documents shall be reported to www.ci.ethicspoint.com under the procurement and purchasing activities.

Request for Proposals

RFP # BC-BR-001

For the provision of
Consulting Services

Contracting Entity:

CI US/ CI Brazil

Funded under:

Blue Carbon program (NCS)

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Section 1. Instructions and General Guidance

1.1 Introduction

CI, the Buyer, is soliciting offers from consultants to submit proposals to carry out a feasibility study for blue carbon projects in Brazil.

OBJECTIVES:

The specific objective of this consultancy is to produce a short list of investment ready blue carbon projects based on assessing the technical considerations and enabling conditions of the potential sites, including the carbon, policy, stakeholder, environmental, community, legal, and financial characteristics. CI is interested in considering the potential for both emissions reductions and removals that can be achieved by reducing the threat of deforestation and promoting restoration at the different sites.

This RFP does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation and 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.

1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, CIProcurement@conservation.org, including a copy to compras@conservation.org

Offers must be received no later than 5:00PM EDT (UTC-04:00), on October 26th 2021. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered. CI cannot guarantee that late offers will be considered.

1.3 Confidentiality

All proprietary information provided by the bidder will be treated as confidential and will not be shared with potential or actual bidders during the application process. This includes, but is not limited to, price quotes, cost proposals and technical proposals. CI may, but is not obligated to, publish procurement awards on its public website after the application process is complete and the contract is signed. CI evaluation results are confidential and the candidate's score will not be shared among bidders.

1.4 Instruction for Offerors

All proposals must be submitted in one volumes, consisting of:

- Technical proposal
- Cost proposal

1. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 3 and 5 pages long, but may not exceed 5 pages.

The Technical Proposal should describe in detail how the offeror intends to carry out the requirement described in Section 2, Scope of Work (SOW). The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The offeror should include details on personnel, equipment, and contractors who will be used to carry out the required services.

Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The Technical Proposal should include CV(s) for the following:

1. Proven track record of performing blue carbon feasibility studies
2. Proven track record of performing REDD+ project feasibilities or PD development under the VCS and CCB standards
3. Familiarity with the draft VCS tidal wetlands modules as part of a revision to the REDD+ Methodology Framework (REDD+MF), v1.61
4. Ability to proactively engage with a range of relevant stakeholders to ensure inclusion of all necessary partners

¹ <https://verra.org/methodology/redd-methodology-framework-reddmf-v1-6/>

5. Solid understanding of UNFCCC architecture on REDD+, and of the possible pathways to nesting site-level REDD+ activities (which could include mangroves) into national strategies and approaches
 6. Availability to complete deliverables on time and budget
 7. Fluency in English and Portuguese.
 8. All proposals must be submitted in English.
- Part 3: Corporate Capabilities, Experience, Past Performance, and references. This part shall be between 2 and 4 pages long, but may not exceed 4 pages.
 - Part 4: Cost Proposal

The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The price of the contract to be awarded will be an all-inclusive. No profit, fees, taxes, or additional costs can be added after award. 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 USD. The cost shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. CI reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

1.5. Resulting Award

CI anticipates entering into an agreement with the selected bidder by November 1, 2021. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. Any resulting agreement will be in English. A model form of agreement is attached as Attachment 2.3.

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.

1.6 Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP published	Originally posted September 9, 2021, reposted October 8, 2021
Deadline for written questions	October 13, 2021
Responses for questions published	October 15, 2021
Proposal due date	October 26, 2021

The dates above may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

1.7. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capability requirements, and is determined to represent the most advantageous to CI.

	Evaluation Criteria	100
I	Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan	
1	Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	20
2	Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	15
3	Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW?	15
II	Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan	
1	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	10
2	CVs for the above indicated technical staff involved?	10
3	Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references	
4	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	10
III	Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)	
1	Cost- Lowest Cost	20

Section 2. Scope of Work, Deliverables, and Deliverables Schedule

2.1. Scope of Work

All products must be delivered in English and Portuguese.

Objective 1. Feasibility for Brazil

Activities and deliverables will specifically include:

1.1) Building off a high-level preliminary feasibility study, develop an in-depth blue carbon feasibility study of the identified location including, but not limited to:

- a) Consultations with CI-BR staff to gain understanding of the situation in the area

- b) Identification of potential or existing project proponents and key partners (governments, civil society organizations, academia, and local community groups).
- c) A review of available data and other literature about the potential site(s), including co-benefits (biodiversity, water, climate resilience), habitat condition, sequestration rates, biomass and soil carbon stocks, and community benefits.
- d) Historic and future threat analysis for the ecosystems with documented rate of loss, impact of that loss on specific carbon pools, and carbon benefits of mitigation activities to reduce threats.
- e) National and subnational status of carbon crediting policy (compliance and voluntary).
- f) Analysis and where possible mapping of tenure with particular attention to existing concession boundaries, ownership interests, government claims, etc.
- g) Assessment of local economy/sectors using or benefiting from the potential site(s), including size, structure/concentration, stage of development and regulation.
- h) Assessment of level of government debt and foreign investment frameworks.
- i) Estimated baseline assessment including identification of reference regions, development of with and without project scenarios, estimate of annual and total carbon benefits, and finance potential.

Deliverable: Desk top review of sites analyzing available information and identifying information gaps and challenges.

1.2) Working closely with the local CI-Brazil Team and our Global Policy Team, conduct an analysis of the policy landscape and recommendations on creating enabling conditions for blue carbon crediting.

- a) Analysis of the upcoming Carbon pricing policy (national).
- b) Identify the provincial government's current initiatives and analyze how a blue carbon crediting project could align.
- c) Assess other partners initiatives for potential alignment and collaboration.

Deliverable: A short list of suggested policy recommendations to enable blue carbon crediting (voluntary or compliance) in Brazil.

1.3) Field Visit - If the desk top study yields promising results, a field visit to the site will be conducted, prior to the specific coordination with CI Brazil country team (depending on travel restrictions, weather, and scheduling), including:

- a) Meetings with CI in-country staff and key partners.
- b) Site visit with the aim to better understand the assumptions and details used in the desk-top study (Activity 1.1)

Deliverable: Site visit ideally would occur within 2-3 weeks post completion of desk-top review; note that if a site visit is not possible due to travel restrictions a plan for conducting virtual meetings with key staff/stakeholders and possible virtual tour of the site should be outlined in the proposal.

1.4) Produce a final feasibility report containing the desk-based and field-based findings, including recommendations, and proposed next steps for further development. A short PowerPoint presentation highlighting the key findings will also be submitted and delivered to CI staff via webinar.

Deliverable: A final report with data and findings that follow requirements under the VCS VM0007 method and can be used as the start of a Project Design Document (PDD).

Objective 2. Regional assessment for additional blue carbon project site, such as Northeastern Brazil (Ceará, Pernambuco, Piauí, Alagoas, Rio Grande do Norte, Paraíba, Sergipe) and/or Southern & Southeastern Brazil, including salt marshes if needed.

2.1) Build off of initial CI regional scoping of blue carbon potential in the region to identify potential blue carbon project sites in the region. Full scoping analysis to be shared with the consultant upon contracting but includes regional analysis of mangrove cover change based on Global Mangrove Watch data², restoration potential based on the IUCN mangrove restoration potential map³, and where possible NASA data identifying causes of mangrove conversion⁴.

Steps may include but are not limited to:

- a) Using existing data sources (e.g. Clark University, Global Mangrove Watch and other national and local sources), develop mangrove cover change maps for each State analyzed to identify areas of recent mangrove loss. Combine with IUCN mangrove restoration potential maps.
- b) Based on rapid review of literature and other publicly available sources, as well as interviews with in country CI staff, identify key drivers of mangrove loss for each priority country as well as drivers of potential restoration.
- c) Collect spatial data on drivers from existing data sources (e.g. Global Forest Watch, CI internal data, other publicly available sources) to inform potential risk/future loss of mangroves in each priority country.
- d) Develop a priority matrix by country that reflects risk and opportunity (regionally within country when justified) to identify 2-3 potential project sites (restoration or conservation) to be further assessed.
- e) Refine the scoping data for each potential project site by applying more advanced remote sensing techniques
- f) Using CI templates for collecting data on potential carbon projects and knowledge of VCS requirements assess potential blue carbon crediting project sites creating reports on each site
- g) Depending on the results if there are regional/national approaches that stand out those should be highlighted

Deliverable: Create portfolio of potential blue carbon projects that are ready for investment and further project development through the VCS

2.2. Delivery Schedule

²www.globalmangrovewatch.org

³ <https://maps.oceanwealth.org/mangrove-restoration/>

⁴ <https://mangrovescience.earthengine.app/view/mangrovelossdrivers>

#	Deliverable	Activities	Payment (USD)	Amount
1	Desk review of sites analyzing available information and identifying information gaps and challenges	Develop an in-depth blue carbon feasibility study		
2	A short list of suggested policy recommendations to enable blue carbon crediting in Brazil	Conduct an analysis of the policy landscape and recommendations on creating enabling conditions for blue carbon crediting		
3	Site Visit	Conduct a field visit to the site (travel must be approved by CI) to meet with CI in-country staff and partners and to deepen understanding developed by desk review		
4	Final feasibility report and PowerPoint presentation to be delivered to CI staff via webinar	Final report produced containing desk and field-based findings, recommendations, and proposed next steps.		
5	Create a portfolio of potential blue carbon projects ready for investment and further project development	Build off of existing CI regional scoping of blue carbon potential in the region to identify potential blue carbon project sites in the region.		

2.3 Attachment: CI's Service 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: [PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED). DELETE THE OPTION THAT IS NOT SELECTED.]

- a. Fixed Price Contract. A Fee for Services not to exceed \$ [] which is based on payment against deliverables as described in Section 4 and outlined in the deliverables schedule attached as Appendix 1. [CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED. IF YOUR

OFFICE IS NOT REQUIRED TO WITHHOLD TAX AND/OR VAT THIS LANGUAGE IS NOT APPLICABLE] This Fixed Price Contract **(A)** excludes withholding tax and/or VAT which shall be payable by Service Provider **(B)** includes _____% withholding tax and/or VAT payable by CI.

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

The Fee for Services set forth above:

(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.

3. 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, PREFERRED]** Payment shall be made on receipt and acceptance of the deliverables in accordance following schedule:
(1) \$ _____ upon completion and CI's acceptance of deliverable No. 1,
(2) \$ _____ upon completion and CI's acceptance deliverable No. 2,
(3) \$ _____ upon completion and CI's acceptance of final deliverable.

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

a. **[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.

b. **[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.

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

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



- a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the acceptance criteria defined in Appendix 1, which may be revised and supplemented from time to time during the Term to accommodate successful performance of the Services (“Acceptance Criteria”).
 - b. Acceptance. In the event that a Deliverable meets CI’s Acceptance Criteria, CI shall notify the Service Provider that such Deliverable has been accepted. In the event that a Deliverable does not meet CI’s Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI’s instructions and deliver the revised Deliverable to CI for review within **[INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS]** business days following receipt by Service Provider of the revision request. CI may request that this process be repeated as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet Acceptance Criteria may not be charged to CI, unless authorized in writing by CI. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has not met CI’s Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.
 - c. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.
6. Termination. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (including all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider’s failure to perform any of the Services to CI’s satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI’s satisfaction.
7. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding



by any of Service Provider's employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.

8. Relationship of CI and Service Provider.

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.

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

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.

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations 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. In addition, by signing the attached Release and Waiver, attached as Appendix 3, the Service Provider agrees to release CI and to waive any claim against CI as more fully outlined in Appendix 3.
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
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. 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

- 19. NON-ASSIGNMENT. THIS AGREEMENT SHALL NOT BE TRANSFERRED OR ASSIGNED BY SERVICE PROVIDER WITHOUT PRIOR WRITTEN CONSENT OF CI.**
activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.
16. Counterparts and Facsimile Signatures.
- a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
 - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.
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.
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:

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 :

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



#	Deliverable	Activities	Payment (USD)	Amount
1	Desk review of sites analyzing available information and identifying information gaps and challenges	Develop an in-depth blue carbon feasibility study		
2	A short list of suggested policy recommendations to enable blue carbon crediting in Brazil	Conduct an analysis of the policy landscape and recommendations on creating enabling conditions for blue carbon crediting		
3	Site Visit	Conduct a field visit to the site (travel must be approved by CI) to meet with CI in-country staff and partners and to deepen understanding developed by desk review		
4	Final feasibility report and PowerPoint presentation to be delivered to CI staff via webinar	Final report produced containing desk and field-based findings, recommendations, and proposed next steps.		
5	Create a portfolio of potential blue carbon projects ready for investment and further project development	Build off of existing CI regional scoping of blue carbon potential in the region to identify potential blue carbon project sites in the region.		

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 AND CONSENT TO MEDICAL TREATMENT

Coronavirus, COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 are **extremely contagious** viruses that spread easily through person-to-person contact. Authorities recommend social distancing, face coverings and hand sanitation as a means to prevent the spread of the virus. **Coronavirus, COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Participating in Conservation International programs or accessing Conservation International facilities could increase the risk of contracting Coronavirus, COVID-19. Conservation International in no way warrants that Coronavirus, COVID-19 infection will not occur through participation in Conservation International programs or accessing Conservation International facilities.

CDC and other governmental guidelines are continually being updated regarding individuals who may be more susceptible to contracting viruses or who may suffer more severe consequences as a result of having a virus. I understand that I and/or other members of my family may have underlying conditions that place us at a higher risk of serious consequences from contracting virus and I willingly consent and agree to participate with full knowledge and understanding of this increased risk.

Initial _____

I, **[full name]** _____, have voluntarily agreed to participate in **[program name, destination, trip dates]**, which may include 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").

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.

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]