

Title: Technical Service Provider for Latin America Coffee Carbon Footprint Baseline Study

RFP No.: FY2024 SCC-001

Clarifications

Distributed on: **March 20 2024**

General	
1. Regarding timelines we see award April 11th and then I see in the schedule: adept representative sampling framework from GIA project (early April), etc. Should we assume that the upfront activities may be shifted slightly without affecting necessarily the fieldwork and final deliverables."?	Yes, the dates for initial activities may be shifted to accommodate and ensure the quality of deliverables and agreement among relevant parties. Ideally, shifting due dates will not affect greatly the timing of the fieldwork or overall project timeline and final deliverables.
2. Regarding the deliverables schedule, are the dates set in the timeframe fixed, or can these dates be adjusted?	See #1
3. Based on the number of stakeholders involved and the ambitions of the project, does CI consider it possible to adjust the timeline if the project so requires?	See #1
4. The RFP lists March 2024 as the contract start date. What is the longest range of completion for this project? i.e. if it contract is awarded in April and the project starts in May 2024, by when must it be finalized? (Note: the timeline looks very compressed)	See #1
5. The RfP indicates that the project initiation spans from September to April 2024. However, considering the final selection on April 11th, should we consider extending the timeline to May? For instance, when would you prefer to schedule the kick-off meeting? in May 2024?	See #1 – Also, the timeline in the RFP indicates the overall project timeline. The project initiation (Sept '23 – April '24) is on schedule, with the requirement of the Technical Service Provider being the final action.
1. Can the proposal submission deadline be extended by 15 days?	No – due to the overlap with the Easter holidays in the USA and Europe, we decided to extend the deadline for submission until Friday April 5 th latest. We do ask any organization

	that plans to submit a proposal to inform CI of this intention in writing before Friday March 29 th .
2. Where will the Conservation International project team be located?	The CI team works remotely in the United States and Europe. Additionally, CI has staff on the ground in four of the five countries in scope for the study. While some coordination with CI field teams will be required, it is not envisioned that the local teams will actively contribute to implementation of activities.
3. For the sampling framework, should the geographic boundaries of Robusta and Arabica coffee areas be defined together or individually?	They should be defined individually given the geographic differences between these two species and the desire to treat these as separate archetypes.
4. Can the sampling method include geographic parameters (e.g. climate, soil, slope) besides the coffee production area for defining the sampling regions?	Offerors can include the geographic parameters they deem relevant when suggesting/justifying a sampling approach.
5. Are there any priority areas in which data is available? (farms, coffee regions, geodata)?	It will be the job of the Technical Service Provider to identify and map which data is already available among supplier-partners and other relevant partners (e.g. NGOs operating in the region).
6. Is there a fixed template for the proposal or limitation to the number of pages?	There is no fixed template. In the RFP we recommended a 10-page max., though we want to emphasize that this is not a hard requirement, and we welcome proposals that are slightly longer.
7. Who are the supplier partners? Any preliminary data already available for any coffee farmers?	The supplier-partners are still being confirmed, but they mainly represent coffee trading companies with in-country technical teams on the ground and large-scale cooperatives operating in the regions in scope. It will be the job of the Technical Service Provider to confirm which data is already available among supplier-partners.
8. Do all supplier-partners have enumerators with tablet computers that would enable data collection electronically or must a paper based data collection also be accommodated? How many enumerators in total should we be expecting?	The number of enumerators will be based on the sampling methodology proposed and confirmed, but offerors may provide a suggested number. Ideally, enumerators will have access to a tablet, but paper-based data collection may need to be accommodated.
9. Is CI open to co-funding from organizations outside the consortia?	Yes.

10. We see opportunities for a number of added-value services to be offered. Would CI permit data collected to be used to build solutions that offer competitive advantage to consortia members, or must all services be delivered to all consortia members at all times (retaining its pre competitive status)?	The pre-competitive nature is a core principle and objective of this project and all outcomes will be made publicly available. The Technical Service Provider should avoid leveraging the project to generate follow-on commercial solutions.
11. Given you are referring to the Indonesia and Vietnam work that was completed last year, what learnings does CI have from this study? What pitfalls could we encountered that can be now avoided thanks to the completion of the project in VT and Indonesia?	The RFP was written based on learning from the Indonesia and Vietnam work, and we have incorporated changes to approach via this RFP to accommodate pitfalls as possible. Some challenges may be unavoidable, however, and these will constitute the study's limitations. All learning from the study that is relevant for offerors can be found in the study's final publication . Additionally, the project lead of the Indonesia and Vietnam study is available to provide support (limited) in an advisory capacity to the LatAm study.
12. The RFP scope is for an improved framework and development of a consistent (common) methodology. What aspects of the previous baseline study carried out in 2023 (Vietnam & Indonesia) are specifically identified for improvement?	See #14
13. Could we have access to the terms and conditions of CI's Services Agreement?	Yes, please see attached
14. What would be the consulting organization's responsibility in the data collection if the participating supplier-partner implements this task and this deliverable fails?	Ideally, this situation would be avoided. However, we would discuss mitigation/remediation on a case-by-case basis among all relevant parties if this were to occur. The most likely scenario would be to recruit a local consultant or CI field staff to conduct data collection.
15. Is it possible to test the farm survey template in the seven coffee systems (5 countries) before the deployment of the data collection?	Offerors may include a testing phase in their proposals if they deem it appropriate.
16. Can you indicate the total budget?	Offerors should provide the amount they require to complete the required activities, per their own rates.
17. On "section iv." The need to use existing data as much as possible is mentioned, does this mean that suppliers would make their own existing data available to our team for assessment?	Yes – existing data sets of suppliers and/or other stakeholders (e.g. NGOs) should meet several parameters to meet a certain quality and relevance threshold. The Technical Service Provider is expected to propose these parameters in coordination with the consortia partners.

18. Is the consultant directly responsible to align and coordinate with the 10 recruited supplier-partners or is it Conservation International?	CI and the consulting organization would work together to align and coordinate with all relevant parties.
19. Is it possible for the consultant to include additional modules beyond those listed in the RfP, if deemed necessary?	Offerors may design the approach they deem appropriate and propose this in their submission. It would be helpful when additional and optional modules would be budgeted separately.
20. The RFP mentions the data collection survey will have to be translated to English and Portuguese. Our understanding is that translations should be included in the economic proposal, is this correct?	Correct.
21. In translations, are there other deliverables or documents that must be developed in English, Spanish and Portuguese? (e.g. databases, reports, executive summaries, etc.)	No other deliverables beyond the ones mentioned in the RFP need to be translated.
22. The Cool Farm Tool perennials module is not yet publicly available. Our understanding is CI would provide access to the new module. Should service providers consider a contingency plan in case the module is adjusted over the span of the project?	If offerors deem appropriate a contingency plan, they should include this in their proposal. Our goal is to support the Technical Service Provider to have access to what they need to complete their job effectively. Mitigation will occur as relevant throughout the project.
23. Could you kindly furnish additional information regarding the preferred online training methodology? Is it structured as a one/more webinar(s)? Who is responsible for ensuring that the supplier-partners are adequately trained? Will it be the service provider or Conservation International?	The service provider is responsible for all training design and execution. The format is flexible/up for discussion, but should be consistent.
24. The RFP mentions training for enumerators should be made available in Brazilian Portuguese and Latin American Spanish. Does this mean all training materials and training facilitation should be made available in English, Spanish and Portuguese?	That is correct.
25. Do you have information on whether the supplier partners have conducted previous GHG inventory studies, and if so, do these studies have more than one year of history?	Anecdotally, yes, but we do not have specific details on these inventories. It is the job of the Technical Service Provider to access this information during the consultancy.
26. Does the existing data come in a single database or is it expected to be several databases collated by several stakeholders? In the latter case, is it expected that the	The Technical Service Provider will collate all results into a single, anonymized database.

consultant will have to develop a process to aggregate the data?	
27. Do you have information on whether the data has been consolidated or automated for further processing and analysis	No – the Technical Service Provider will be responsible to consolidate the data collected by the supplier-partners for processing and analysis.
28. Are the consortium partners similar in scope (or the same) as in the prior study?	The consortium partners include: Costa Coffee, Keurig Dr Pepper, JDE Peet’s, Lavazza, Melitta, Nestle, Starbucks, and Tchibo – the consortium is open for additional companies to join
29. Can you elaborate on the roles of the 10 supply partners and their range of tasks so that the consulting partner can have better clarity on expectations around farm-level access and data collection? (more details will allow for accurate proposal and effective outcomes of the baseline study.)	The supplier partners are requested to provide in-kind support to the study. Based on the current study design, they will be expected to: 1. align and communicate the value internally; 2. identify surveyors/ enumerators on their local teams; 3. ensure participation of local teams in trainings; and 4. collect and submit the data from the farms allocated to them
30. The RFP includes soil carbon sequestration measurement. Are there budget and resources for carrying out soil sampling?	No. For this reason, offerors are requested to share how they will attempt to account for/estimate soil carbon sequestration through other means, despite limitations.
31. The RFP states that survey should be developed in alignment with the Cool Farm Tool. What process steps is the Cool Farm Tool anticipated to cover directly, e.g., an option for data collection, survey data processing, or others?	It is possible that survey data may be processed through the Cool Farm Tool, but offerors should have a contingency plan for data collection via other means.
32. Before sending our offer, I would like to know which country the work would be invoiced in, i.e. which country would be the fiscal residence.	USA – if needed EU could be explored, but this would need to be confirmed.

SAMPLE 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. **[OPTION 1, PREFERRED]** 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.

- a. **[OPTION 2 - NOT FAVORED APPROACH DUE TO THE RISK OF BUDGET OVERRUNS]** 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.

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

4. 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 *(or copies, with originals to be retained by the Consultant for a period of five (5) years for CI's audit purposes) * for expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt and approval of the Consultant's invoice.
- c. Service Provider shall provide an IRS W-9 form for US entities, or an IRS W-8 form for non-US entities.

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. **[CHOOSE OPTION 1 OR 2 DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
[OPTION 1 - IF A COMPANY] Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
[OPTION 2 - IF AN INDIVIDUAL] Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner, agent or assign of CI for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect. In addition, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**
9. Government Officials and Employees.
 - a. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official
 - i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
 - ii. without the express consent of the government for which the employee or official works; and

- iii. that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance.
 - b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
 - i. to influence any official government act or decision;
 - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
 - iii. to obtain or retain business for, or direct business to any individual or entity.
 - c. **[DELETE IF SERVICE PROVIDER IS NOT A GOVERNMENT EMPLOYEE OR OFFICIAL]** If Service Provider is a government employee or official, Service Provider shall:
 - i. Remove him/herself from any governmental act or decision that may affect CI and shall not influence any governmental act or decision that may affect CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official or any government employee or official in another jurisdiction.
 - ii. Make a representation as evidenced in **Appendix 4** that entering into this Agreement does not breach any of its existing contractual obligations with the relevant government agency or with any third parties, or other rules or regulations applicable to Service Provider as a government employee/official. **Appendix 4** to this Agreement is a letter from the relevant government agency stating that it consents to CI engaging Service Provider to provide the Services and receive the compensation for the Services stipulated under this Agreement.

10. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

11. Intellectual Property

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

[OPTION 1, PREFERRED - CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data,

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

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

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

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

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security guidance provided by CI, and acknowledges that s/he shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement.
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 3, Release and Waiver.

14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
15. Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).
 - a. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
 - b. Service Provider shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in any conduct substantially equivalent to Sexual Exploitation, Sexual Abuse, and Sexual Harassment (as defined in CI's Policy on Prevention of Sexual Exploitation, Sexual Abuse, and Sexual Harassment, available at <https://www.conservation.org/about/our-policies/prevention-of-sexual-exploitation-sexual-abuse-and-sexual-harassment>) in carrying out Services hereunder.
16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.
16. Counterparts and Facsimile Signatures.
 - a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them.
 - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.

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:

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]

Date: _____

[Name of CI representative]

[Title]

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

Date: _____

Appendix 1: Delivery Schedule

Appendix 2: Code of Ethics

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

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

APPENDIX 1
DELIVERY SCHEDULE

#	Deliverable	Activities	Acceptance Criteria [INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN SECTION 5 MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, UNCLEAR EXPECTATIONS CONSTITUTE A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS]	Due Date	[PLEASE CHOOSE APPROPRIATE OPTION THAT ALIGNS TO THE FEE FOR SERVICES IN SECTION 3] [OPTION 1, PREFERRED] Payment Amount [Currency] [OPTION 2] Allotted [Days/Hours]	[DELETE IF REIMBURSABLE EXPENSE ARE NOT INCLUDED IN SECTION 3] REIMBURSABLE EXPENSES BUDGET
1						
2						
3						
4						
...						

ITEM DESCRIPTION	UNIT COST	TOTAL COST/ITEM	PURPOSE
TOTAL REIMBURSABLE EXPENSES BUDGET			

[If Applicable, include from RFP] TERMS OF REFERENCE

APPENDIX 2 ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

By: _____

Title: _____

APPENDIX 3

RELEASE, WAIVER OF LIABILITY

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

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

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.
2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.
3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program [, whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.
4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program.
5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.
6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.
7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.

8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.
9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.
10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.
11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.
12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware of the legal consequences of signing it, and have signed it of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Permission for Emergency Medical Treatment

I, [full name], hereby grant Conservation International ("CI") permission to authorize medical treatment on my behalf, including, but not limited to, administration of antibiotics, anesthesia and other medications, transfusions or blood products, life-saving and other necessary surgical procedures, and hospitalization, in the event that I am unable, for any reason, to authorize or approve of such treatment on my own behalf. I further agree to indemnify and hold CI harmless for any or all actions growing out of, incidental to, relating to, resulting directly or indirectly from, or arising out of any such emergency medical treatment. I agree that CI does not have any duty, obligation or responsibility to authorize or seek medical treatment on my behalf. The Release and Waiver of Liability that I have executed related to my participation in the Program is incorporated by reference herein.

My emergency contact is: _____ (name, email, phone), and I hereby authorize CI to contact and provide pertinent information about my state (including medical information, to the extent available to CI) to my emergency contact in the event of danger to my health or life.

Signature: _____

Date: _____

Printed Name: _____

APPENDIX 4

[GOVT AGENCY] No-Objection Letter

[Letter on GOVT AGENCY letterhead]

[Date]

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Attn: [CI STAFF]

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

Dear [CI STAFF],

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

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

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

Best regards,

[Name]

[Title]