

RFP Title: Blue Nature Alliance Website Redesign

RFP No: 001-Alliance -Website Redesign

Clarifications

Distributed on: **17 April 2023**

General	
1. Are firms outside the United States able to bid to this proposal	Yes, firms located outside the U.S. will be considered. However, the selected firm must be available to meet and correspond during the working hours of our US east coast-based Communications Team.
2. Can you expand on the motivation for the project? Was there a particular turning point? A change in vision? Somebody had a great idea and we're going with it?	Since launching in 2020, the Blue Nature Alliance's portfolio of partners and site engagements has grown substantially. We feel the Alliance's website could better capture the breadth and importance of our work and tell a more meaningful, impactful story about our diverse and global network of partners.
3. We believe that defining the key audiences and their needs will be critical in creating a successful destination. Who might you consider your target audience? (Primary, Secondary, Tertiary)	Some of our target audiences for the website include: <ul style="list-style-type: none"> - Governments and policymakers focused on marine management - Current and potential donors - Local and Indigenous community members - Marine protected area managers - Scientists and academics
4. Your current site is wonderful - full of purpose, information and rich imagery. To that, what is your objective or how might you measure success?: <ul style="list-style-type: none"> • more traffic/engagement on the site? • facilitate more conservationist site engagements (more engagements to be reviewed in your funnel)? • more scholarly/conservationist traffic (to utilize your resources to establish yourselves further as leaders in protecting the planet) 	The website must advance the conservation and policy goals of the Blue Nature Alliance. Potential measures for this may include increased traffic to the site and an increase in new partnerships formed with our target audiences.

<ul style="list-style-type: none"> • top of mind awareness for ocean conservation to the general public 	
5. Do you have any flexibility on your deadline?	No. RFP's Submitted after the deadline will not be considered.
6. What are some of the top qualities you're looking for from a partner in this work?	We seek a creative and innovative partner with excellent project management and communications skills.
7. Could you elaborate on all the "product types (e.g. videos, news articles, press releases, videos, podcasts) that the site should accommodate?	The site will need to accommodate PDFs as well as photo, video, and audio files.
8. How will content change on the redesigned site? For example, do you anticipate adding new content or content categories (in addition to the Publication Library)? Eliminating any existing content?	We anticipate needing to add and remove some content on the site as part of the redesign. The level of content updates will be informed by the Discovery phase and revised site architecture.
9. Do you have the capacity in-house to repurpose existing content and/or write new content if we determine in the Discovery and Content Strategy phases that new or revised content is required?	Yes, the Alliance Communications Team will handle any content additions and revisions that are identified in the Discovery and Content Strategy phases.
10. Please advise whether all the contents will be provided by the communications / alliance team? if not, then the content creation/writer is expected from the vendor and is it part of the proposal?	No, the vendor is not expected to contribute to content creation. However, we will reply on our partners guidance on what types of content is needed and where.
11. Other than visually redesigning the site, are there any specific features or aspects of the site you want to significantly change/improve during the redesign?	Yes, please see the "Project Overview" on page 1 of the RFP.
12. Will any new types of content or features be added to the new site?	Yes, we would like to add an interactive map of Alliance site engagements and a filterable resource library to house products like our articles, publications, and stories.
13. Do you have a full brand guide? If not, what assets are available to help (logos, color codes, fonts?) during the design process?	Yes, we have a full Blue Nature Alliance brand guide with designated colors, fonts and logo treatments.

<p>14. For the yearly maintenance plan: Could you explain <i>Periodic testing and optimization of website performance, user experience, and design</i>?</p>	<p>During the maintenance period, we would like the partner to make sure all site functionalities are performing as intended, help us assess how the newly redesigned site is performing, and make recommendations for improvements if needed.</p>
<p>Platform and hosting</p>	
<p>15. Would you like us to recommend a hosting solution in our bid? Or do you have a preferred hosting solution?</p>	<p>Our IT department can set up the hosting environment, which is AWS.</p>
<p>16. Where is the site currently hosted? What is the underlying server architecture?</p>	<p>It is currently hosted on SquareSpace, using the "Business Plan" tier.</p>
<p>Team</p>	
<p>17. Who are the people that will be actively involved in the project and the decision-making process? Is this being overseen by a particular department or a particular person?</p>	<p>The project will be managed by the Blue Nature Alliance's Communications Team.</p>
<p>18. Will in-person meetings be required?</p>	<p>No.</p>
<p>19. Can you provide information on the different roles and responsibilities of CMS users? How many people use the CMS to administer the site?</p>	<p>The site will be managed and maintained by the three-person Alliance Communications Team.</p>
<p>20. Are there any CMS/database specific publishing workflows we should be aware of and required to implement? i.e. review / approval processes.</p>	<p>No, the CMS does not need to accommodate any particular review or approval processes.</p>
<p>21. Do you have technical staff that maintains the Alliance website? If so, do they have any preferences on technologies to continue to use, what to avoid, or any other technical guidance so as to support your existing technical strategy/roadmap for the Alliance website?</p>	<p>The CMS solution should allow for content managers to edit and move existing content as well as add or delete pages, etc. quickly and easily. We have technical capacity on the team to advise on Sitefinity, SquareSpace and Craft CMS. We have experience with WordPress but wouldn't recommend it for this purpose.</p>
<p>22. Are you open to working remotely?</p>	<p>Yes.</p>
<p>23. It is mentioned at Point No 3 - Page 2 that "A back-end development timeline, co-created with the communications team;" please explain in detail what you mean?</p>	<p>The Alliance Communications and the firm will work together to develop a timeline</p>
<p>24. Who will be responsible for sourcing and/or producing the final visual assets for the site: the Consultant, the Alliance, or a collaboration?</p>	<p>A collaboration - The Alliance team will source a library of visual assets for the consultant to pull from, apply design treatments, and place.</p>

<p>25. Will there be any changes in the branding? If so, the branding/graphical designs be part of this proposals?</p>	<p>No, the website will need to follow our existing Blue Nature Alliance brand and style guide. Proposals do not need to incorporate Alliance branding.</p>
<p>Metrics</p>	
<p>26. Do you have any statistics you can share that would help us determine which areas in your site that are most visited?</p>	<p>After the homepage, the three most popular pages on the site are Who We Are, Where We Work, and Our Approach.</p>
<p>27. Please specify the number of unique pages that require redesigning?</p>	<p>There are roughly 75 pages on the current Alliance website.</p>
<p>28. For including a hosting quote in our proposal, can you provide statistics on traffic to your website, such as average monthly visitors and page views? Also, if there are any periods where traffic spikes considerably above the average, please include stats on high traffic periods.</p>	<p>The Alliance website sees an average of 2k visits and 4.5k page views per month. Traffic to the website tends to spike during major ocean conservation events and conferences.</p>
<p>29. Are you able to provide monthly sessions from Google Analytics? Are you able to provide the average breakdown of mobile vs. desktop traffic?</p>	<p>We do not have Google Analytics installed for the Alliance website. On average, about 20% of our traffic is on mobile devices.</p>
<p>30. Has an analysis of the existing website been conducted, like content analysis, user experience analysis etc. If so, please share the details to measure the kind of efforts required.</p>	<p>Yes, an analysis of the existing website was conducted in August 2022. The analysis includes a summary of site traffic, visitor geographies, page popularity, and acquisition. We will share this document with the selected firm at the start of our engagement.</p>
<p>Migration</p>	
<p>31. Will the content of the blog and news sections be migrated to the new site?</p>	<p>Yes, all of the articles and news features will need to be migrated to the new site. We are interested in displaying these growing publication libraries in a way that is more navigable than standard lists.</p>
<p>32. How much of the content for the new website will be migrated over wholesale from the current site?</p>	<p>All of the content on the existing site will need to be migrated to the new one, and the Alliance team can contribute to the migration process if needed.</p>
<p>Interactive Map</p>	
<p>33. What is the main purpose of the ocean-centric global map?</p>	<p>The interactive map will allow us to display the breadth of Alliance partnerships around the world.</p>

<p>34. Are there specific features you would like to see incorporated into the interactive map?</p>	<p>We would like users to be able to click on areas of the map to learn more about our site-specific partners and conservation goals. Each site could be displayed using either a single point or shapefile (see two examples below). We will rely on the consultant's expertise on what features and designs are best from a UX and design standpoint.</p>
<p>35. Do you have an example of the type of map you are looking for (e.g. just surface level, or do you need ocean depth, etc on there)?</p>	<p>Map examples: - Biodiversity hotspots - Blue Action Fund We do not need to display ocean depth.</p>
<p>Knowledge Management</p>	
<p>36. Provide more details regarding the "enhanced knowledge management system(s)" and specifically elaborate on the filter option that you have mentioned</p>	<p>Our current website simply lists resources like blogs, videos, and news articles, which requires a lot of scrolling and makes it difficult for users to find particular products. We would like to create a knowledge management system that allows users to filter and display our resources by taxonomies like date published, geography, or topic.</p>
<p>37. Are the resources for the knowledge management system currently hosted online? Roughly how many items do you anticipate being hosted?</p>	<p>Yes, most of the resources that we envision for the knowledge management system are currently hosted online. We have roughly 50 articles, publications and stories that would go in the library at this time.</p>
<p>38. Whether the Knowledge management system consists of Media (audio/video) or a PPT or general document with pictures in it? (Assets types supported)</p>	<p>The system will need house webpages, PDFs, and MP4s.</p>
<p>Budget</p>	
<p>39. What is the available budget for this project?</p>	<p>75K - 100K</p>
<p>40. Does this proposed budget is inclusive of one year maintenance? Please confirm.</p>	<p>Yes, the budget is inclusive of costs for one year of maintenance.</p>
<p>41. Hosting/Infra cost would be additional from this proposed budget, please confirm</p>	<p>Correct, the budget is not inclusive of hosting costs.</p>
<p>Bid Documentation</p>	
<p>42. Will the contract be fixed cost or time and materials?</p>	<p>This will be a fixed cost contract</p>

43. Can you please share an example of the contract format?	Yes, the document is available at the bottom of this document.
44. Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility needs to be signed by the prime vendor only or by all subcontractors also?	Yes.
45. The budget proposal template is missing.	The budget proposal template is attached separately to the RFP. We have reattached it to this email for reference
Misc.	
46. We know your current site feels dated and stale - how much do you want to push things from a look-and-feel perspective?	We are certainly open to pushing boundaries on the site's look and feel and we hope our partner will offer creative ideas that will allow us to do so.
47. Is there a specific event driving the October 2023 delivery date?	No. there is not a specific event driving the October 2023 delivery date.
48. Will it be important to facilitate translation in either the site text or in PDFs to multiple languages? If so, which languages?	Yes, potentially. We would appreciate your recommendations on the feasibility of this.
49. As for the vendor selection criteria, Is there any process you are planning to follow?	Vendors will be selected based on the evaluation criteria found on page 3 of the RFP
50. Are there any third-party products you wish to incorporate into the site?	No.
51. Are you interested in any additional services outside of this scope such as a custom image library?	Not at this time.
52. For the visual overhaul to include photography...are you looking for a custom photoshoot or do you have an image library for us to use?	No, we do not require photography collection. The Alliance has access to an extensive library of photos and videos.
53. We want to know if whether any new branding or content architecture details have been worked out for the proposed new website? If so, please share.	The partner will be responsible for proposing and developing the revised content architecture following the Discovery phase. See question 13 for our response on branding.
54. We didn't trace much engagement with the social media in the existing site, please narrate whether social media integrations is required?	We do not require advanced social media integration. However, the Alliance is active on Twitter and LinkedIn and we would like link to those platforms in the site footer.

55. Do you have specific support needs after launch?	Yes, please see our post-launch needs under “Maintenance” in Section 3 of the RFP.
56. The existing site has a contact page, we want to know if any newsletter subscription or mailing solution is being used for the existing application?	The contact page directs to info@bluenaturealliance.org .
57. In the current site, only news have been recorded and placed. We want to know whether any calendar sort of feature is required to display the event related news?	Yes, potentially.
58. Do you have any references of the websites that served as the inspiration you find compelling for this project? What specifically do you like about those sites?	We do not have inspiration sites prepared at this time, but we encourage you to explore the example maps shared in question 35 as well as our partners’ websites.
59. Minimum requirements – e. Experience working with mission-oriented environmental and/or conservation-focused non-profits. How much weightage to this point? is this is must condition?	Experience working with mission-oriented environmental and/or conservation-focused non-profits will be taken into account when we evaluate all minimum professional requirements, as such this is a must have as per section 5 of the RFP.
60. Currently the contract form appears to be an embed from office.com ? Would prefer to keep the current embedded form or build a new form native to the new website? If the later, does the form need to be connected to a CRM? If so, which one?	We would prefer that the form be built within the CMS solution so that it is easy to maintain and edit. Data should be submitted to established data repositories like Office 365 or EveryAction to reduce instances of PII.
61. The RFP mentions UX testing. Do you have a specific testing requirement, or a specific phase of the project when you are looking for testing to occur?	No, we do not have any specific testing requirements. We will rely on the Consultant’s expertise to ensure UX testing is comprehensive and appropriately timed.
62. Are all data assets used by the Alliance website hosted within the Squarespace platform, or are their other associated resources (e.g. databases, APIs, etc.)? If so, can you briefly describe these associated web site assets?	Yes, all assets are hosted within Squarespace.
63. Would you like the vendor to handle all content migration, or will your team be assisting with that? Do you require the vendor to produce any written content?	The Alliance team can support with content migration if necessary. We do not require the vendor to produce any written content.
64. Based on our initial read of your RFP, it sounds like you are still undecided about the target audiences for this site, and	The primary target audiences for the site include partner NGOs, partner governments, donors, and communities where the Alliance works, as well

<p>the key messages you want the site to communicate. Can you confirm whether this interpretation is accurate?</p>	<p>as potential partners and potential donors. The site should communicate the breadth and depth of the Alliance’s partner-driven work around the world, in particular by showcasing our partners and the projects they are leading in their respective countries, leaving users inspired to protect the ocean and possibly partner with us for future conservation work.</p>
<p>65. In the current site, the blogs are not engaging with the audience, either they could comment or collaborate, let us know if any such features are expected?</p>	<p>No commenting features are necessary—our hope for audience engagement relates to sharing the content on social media or via their own communications channels.</p>
<p>66. What are your current marketing efforts? What would they ideally look like?</p>	<p>Our primary marketing platforms include the Alliance website, social media (LinkedIn and Twitter), a newsletter that goes to our partners only, videos about our work that can be shared on social and played at events and conferences, digital and print one-pagers, and an annual impact report. We are planning a partnership with Google Arts and Culture that will go live later this year—if there is a possibility of embedding our Google Arts and Culture pages into the Alliance website, we would welcome your guidance on that.</p>
<p>67. Would you require hosting, dns or ssl services?</p>	<p>No. These can be provided internally.</p>
<p>68. Do you have specific accessibility requirements for the new site?</p>	<p>We don’t have specific guidelines because AA compliance, but accessibility will be an evaluation criterion at every decision point during the project.</p>
<p>69. Is there a specific WCAG compliance level you would like to reach?</p>	<p>AA</p>
<p>70. Is there a Content Delivery Network (CDN) in place?</p>	<p>Not currently. If the project requires a CDN, our preferred solution is Cloudfront.</p>
<p>71. Do you have a web application firewall (WAF) in place at the moment?</p>	<p>No. If the project requires a WAF, our preferred solution is provided by AWS.</p>
<p>72. Is the website code managed in a code repository like Github?</p>	<p>No. The site was built on Squarespace.</p>
<p>73. Have you already migrated to GA4?</p>	<p>No, we haven’t, but Conservation International migrated its own sites and is familiar with the platform.</p>

**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.

- a. 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. **[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.
- b. 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 10 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

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 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]

[Name of CI representative]

[Title]

Date: _____ **[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]
1					
2					
3					
4					
...					

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

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

[If Applicable, include from RFP] TERMS OF REFERENCE

APPENDIX 2 ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

By: _____

Title: _____

APPENDIX 3

RELEASE, WAIVER OF LIABILITY

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____

Permission for Emergency Medical Treatment

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

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

Signature: _____

Date: _____

Printed Name: _____

APPENDIX 4

[GOVT AGENCY] No-Objection Letter

[Letter on GOVT AGENCY letterhead]

[Date]

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Attn: [CI STAFF]

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

Dear [CI STAFF],

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

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

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

Best regards,

[Name]

[Title]