

Request for Proposals

Title: Feasibility Assessment for Herding for Health Project, Beitbridge, Zimbabwe

RFP No: RRH4H 002/2023

Date of Issuance: 1 March 2023

1. Background

Conservation International (CI), is committed to helping societies adopt a more sustainable approach to development, one that considers and values nature at every turn and improves human well-being through the conservation of healthy ecosystems and the goods and services they provide.

2. Project Overview

Conservation International's (CI) Carbon Finance (CF) unit within the Conservation Finance Division invests in natural climate solutions (NCS) that help combat climate change by reducing deforestation and conserving critical ecosystem services — the services we need to grow and prosper as a society. These NCS solutions include the protection, enhanced management, and restoration of forests, rangelands, wetlands, and other natural systems. These multiple outcomes are achieved through the development of a strong pipeline of carbon finance projects coupled with innovative financing meant to ensure long-term sustainability and private sector participation.

As part of the portfolio CI and Peace Parks Foundation (PPF) Herding 4 Health Program (H4H) seeks to undertake a feasibility assessment for the Rangeland Regeneration project, Beitbridge, Zimbabwe. The project will focus on planned-rested-rotational grazing according to the Herding for Health model within communal lands, to assess the potential of registering the project under Verra's Verified Carbon Standard VM0032 methodology (Agriculture, Forestry, and Other Land Use).

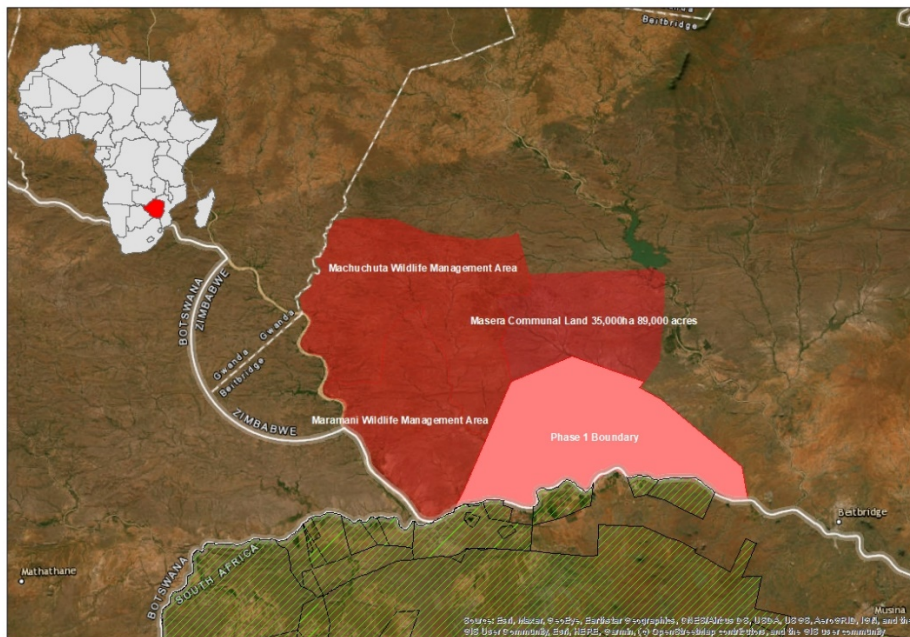


Figure 1: Project Area, Beitbridge, Zimbabwe

3. Terms of Reference, Deliverables and Deliverables Schedule

Services will primarily serve to conduct the feasibility phase of the project in accordance with the internal CI Project Opportunity Profile (POP) framework (see Attachment 3 for main sections relating to POP). The feasibility phase will explore the possible project design requirements and the scaling potential of the project, mainly tasks to identify the most suitable certification methodology and assess its applicability conditions. Furthermore, it will serve as the basis for compiling the subsequent Project Description (PD) by assessing key aspects such as baseline, non-permanence risk, and additionality. This study will also include a thorough assessment of the potential ex-ante emission reductions and removals (ERRs) of the project. Please see table below for detailed deliverables schedule.

Compile feasibility studies of carbon projects including:

1. General description of project location, biophysical characteristics, review of drivers and agents of degradation, and mitigation plan
2. Risk identification from a broader project delivery perspective and in context of VCS non-permanence risk
3. General considerations of project additionality and leakage
4. Review of project applicability to proposed VCS Methodology
5. Mapping the project spatial boundaries and defining the temporal boundaries
6. Development and description of baseline scenario
7. Remote Sensing and data analysis to quantifying land use change and degradation trends.
8. Modelling of soil organic carbon fluxes using SNAP or SNAPGRAZE models
9. Quantification of GHG reductions and removals and potential carbon credits
10. Data and parameters related to GHG reductions and removals to monitored.
11. In consultation with partners develop a detailed stakeholder map and draft governance structure and benefit sharing mechanism.
12. Summarise socio-economic baseline and future project community benefits following CCB indicators and POP requirements.
13. Summarise biodiversity baseline and future project community benefits following CCB indicators and POP requirements.
14. Provide inputs into financial viability analysis which will be delivered by CI.

It is expected that consultant will meet regularly (e.g. bi-weekly) with CI's technical team for updates and discussions on the data analysis and results. CI's technical team will facilitate the initial engagement with local partners and other CI's staff.

Detailed deliverables and schedule

#	Deliverable	Activities	Acceptance Criteria
1	High Level Project Work Plan	Draw up a short inception report that includes a workplan for the study	Workplan adequately addresses requirements for completion of POP
2	Draft completion of section 1 to 3 of POP	Complete project applicability with VCS VM00032, description of project area, drivers of change. Carbon rights and ownership can get inputs from existing CI national reviews	Sections completed to draft format. Many inputs will be required from implementing partners or as a result of the field visit which could result in incomplete sections at this stage.
3	Site visit	Further stakeholder engagement, identification of data gaps, collection of data and additional insights for development of the POP	Short summary report on site visit findings and any red flags identified
4	Draft completed of section 4 to 5 of POP	Following VCS VM0032 - baseline analysis, Emissions reductions modelling	Section completed following guidance of VCS VM0032, including SOC model fit statistics, uncertainty of at least three implementation scenarios using appropriate carbon model e.g. SNAPGRAZE, ROTH-C, DAYCENT
5	Final POP completed PPT presentation	Complete section 1 – 9 of the POP	All sections of POP completed with all spatial data, spreadsheets and SOC models shared. The final report should incorporate feedback from CI on previous drafts of the POP. Simple ppt summarizing the analysis conducted, results and recommended next steps. This is to be delivered virtually to the CI team (and partners if available).

4. Submission Details

- a. Deadline. Proposals must be received no later than 3 April 2023, 17:00 South Africa Standard Time. Late submissions will not be accepted. Proposals must be submitted via email to CIProcurement@conservation.org. All proposals are to be submitted following the guidelines listed in this RFP.
- b. Validity of bid. 120 days from the submission deadline
- c. Clarifications. Questions may be submitted to CIProcurement@conservation.org by the specified date and time in the timeline below. The subject of the email must contain the RFP number and title of the RFP. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.

- d. Amendments. At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFP documents by amendment which will be posted to the CI website and/or communicated via email.

5. Minimum Requirements

- a. Four to six years work experience with Agriculture, Forestry and Other Land Use (AFOLU) carbon project management, project document development and implementation
- b. Proven knowledge of the VCS various methodologies, particularly VM0032 and modelling soil carbon is preferable.
- c. Excellent analytical skills with demonstrable experience of GIS, and Remote Sensing including land use change modelling (RStudio or Python).
- d. Demonstrated professional-level fluency in oral and written English is required.
- e. Demonstrated experience with VCS and CCBS Standards.

6. Proposal Documents to Include

- a. Signed cover page on bidder's letterhead with the bidder's contact information.
- b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)
- c. Technical Proposal.
 - i. Corporate Capabilities, Experience, Past Performance, and 3 client references. Please include descriptions of similar projects or assignments and at least three client references.
 - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how the team proposed meets the minimum requirements listed in section 5 (Minimum Requirements).
 - iii. Technical Approach, Methodology and Detailed Work Plan. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference (RFP Section 3).
- d. Financial Proposal. Offerors shall use the cost proposal template (Attachment 2).

7. Evaluation Criteria In evaluating proposals, CI will seek the best value for money considering the merits of the technical and costs proposals. Proposals will be evaluated using the following criteria:

Evaluation Criteria	Score (out of 100)
Is the proposed approach and methodology appropriate to the assignment and practical in the prevailing project circumstances?	30
Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30
Does the bidder's past performance demonstrate recent proven experience doing similar work?	20
Does the bidder and the proposed personnel have the specific technical expertise for the assignment?	10
Cost: Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.	10

8. Proposal Timeline

RFP Issued	1 March 2023
Clarifications submitted to CI	13 March 2023
Clarifications provided to known bidders	20 March 2023
Complete proposals due to CI	3 April 2023
Final selection	10 April 2023

9. **Resulting Award** CI anticipates entering into an agreement with the selected bidder by 17 April 2023 Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. A model form of agreement is appended as Attachment 4.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

10. **Confidentiality** All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.
11. **Code of Ethics** All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

12. Attachments:

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility
 Attachment 2: Cost Proposal Template
 Attachment 3: Project Opportunity Profile
 Attachment 4: CI Services Agreement Terms and Conditions

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

RFP No. **RRH4H 002/2023**

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

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

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

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

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

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

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

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business
- b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.
- c. We are/were not involved in writing or recommending the terms of reference for this solicitation document.
- d. We have not engaged in any collusion or price fixing with other offerors.

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

Name: _____

Signature: _____

Title: _____

Date: _____



Attachment 2: Cost Proposal Template

The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offerors proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price (please refer to the Budget Template attached for details). All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in USD.

If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.

Attachment 3: Project Opportunity Profile (POP) Main Sections

EXECUTIVE SUMMARY

1. PROJECT CONTEXT
2. STAKEHOLDERS AND IMPLEMENTATION PARTNERS
3. NATIONAL CONTEXT AND GOVERNANCE SUPPORT
4. PROJECT SCENARIO AND SCOPE
5. CARBON ANALYSIS
6. FINANCIAL ANALYSIS
7. RISK ASSESSMENT
8. PROJECT DESIGN SCHEDULE
9. CONCLUSION AND NEXT STEPS TOWARDS PDD DEVELOPMENT



Attachment 4: CI Services Agreement Terms and Conditions

**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:

Services will primarily serve to conduct the feasibility phase of the project in accordance with the internal CI Project Opportunity Profile (POP) framework (see Attachment 3 for main sections relating to POP) The feasibility phase will explore the possible project design requirements and the scaling potential of the project, mainly tasks to identify the most suitable certification methodology and assess its applicability conditions. Furthermore, it will serve as the basis for compiling the subsequent Project Description (PD) by assessing key aspects such as baseline, non-permanence risk, and additionality. This study will also include a thorough assessment of the potential ex-ante emission reductions and removals (ERRs) of the project. During the Agreement Term (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from [CI REPRESENTATIVE'S NAME AND TITLE] or his/her designee, as authorized in writing.

2. Term. The Agreement Start Date is [DATE]. The Agreement End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.

3. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:

- a. Fixed Price Contract. A Fee for Services not to exceed \$ [] which is based on payment against deliverables as described in Section 4 and outlined in the deliverables schedule attached as Appendix 1.

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

The Fee for Services set forth above:

(A) is inclusive of all expenses.

(B) excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to \$ [] may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 2. Expenses must be

reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

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

4. 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 deliverable No. 3,
- (4) \$ ___ upon completion and CI's acceptance deliverable No. 4,
- (5) \$ ___ upon completion and CI's acceptance of final deliverable.

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

b. **[DELETE IF FEE IS INCLUSIVE OF EXPENSES]** Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt and approval of Consultant's invoice.

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

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

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

b. Acceptance. In the event that a Deliverable meets CI's Acceptance Criteria, CI shall notify the Service Provider that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions and deliver the revised Deliverable to CI for review within 5 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: _____

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	Due Date	Payment Amount USD
1	High Level Project Work Plan	Draw up a short inception report that includes a workplan for the study	Workplan adequately addresses requirements for completion of POP		
2	Draft completion of section 1 to 3 of POP	Complete project applicability with VCS VM00032, description of project area, drivers of change. Carbon rights and ownership can get inputs from existing CI national reviews	Sections completed to draft format. Many inputs will be required from implementing partners or as a result of the field visit which could result in incomplete sections at this stage.		
3	Site visit	Further stakeholder engagement, identification of data gaps, collection of data and additional insights for development of the POP	Short summary report on site visit findings and any red flags identified		
4	Draft completed of section 4 to 5 of POP	Following VCS VM0032 - baseline analysis, Emissions reductions modelling	Section completed following guidance of VCS VM0032, including SOC model fit statistics, uncertainty of at least three implementation scenarios using appropriate carbon model e.g. SNAPGRAZE, ROTH-C, DAYCENT		
5	Final POP completed PPT presentation	Complete section 1 – 9 of the POP	All sections of POP completed with all spatial data, spreadsheets and SOC models shared. The final report should incorporate feedback from CI on previous drafts of the POP. Simple ppt summarizing the analysis conducted, results and recommended next steps. This is to be delivered virtually to the CI team (and partners if available).		

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]