

## **Request for Proposals**

**Title:** Consultant to Prepare an Action Plan and Finance and Investment Plan under the Forest Finance and Investment Incubator Project

**Country/Region:** **Peru - Amazon**

**RFP No:** **CI-FFII-003-Peru-Amazon**

**Date of Issuance:** 10 September 2021

**Date of Reposting:** 4 October 2021

---

- 1. Background:** Building upon a strong foundation of science, partnership, and field demonstration, Conservation International (CI) empowers societies to responsibly and sustainably care for nature, our global diversity, for the well-being of humanity. For over thirty years, CI has worked in more than two dozen countries and through a worldwide network of thousands of partners to spotlight and secure the critical benefits that nature provides to humanity.
- 2. Project Overview:** The Forest Finance and Investment Incubator project ("FFII" or "Project") is executed under a Cooperative Agreement by and between the Bureau of Oceans and International Environmental and Scientific Affairs ("OES") and the Office of Global Change ("EGC") at the U.S. Department of State ("DOS") and Conservation International ("CI"), in partnership with the Global Green Growth Institute ("GGGI").

The FFII project comprises 3 stages, as follows:

- Stage 1: Investment Readiness Score Determination via Case Studies.
- Stage 2: Develop Finance and Investment Plans (FIPs) including addressing antecedent conditions.
- Stage 3: Securing Financial Commitments and Funding.

The activities comprised under this contract are part of the implementation of Stage 2, and are focused on:

- Leading the development of a regional Action Plan and Finance and Investment Plan, which will address enabling conditions and next steps to mobilize project financing tailored to specific opportunities with partners. Minimum content and formatting requirements for both the Action Plan and FIP are more particularly described in the Terms of Reference attached to this RFP as Attachment 2;
- Creating a map of key public and private sector actors and a relationship-building strategy that involves the participation of various stakeholders;
- Consolidating an Action Plan to improve or establish investment enabling conditions and incorporates feedback from discussions with key partners and stakeholders;
- Developing a FIP covering at least two (2) priority investment opportunities, following the guidelines provided for each activity; and
- Ensuring the final work products receive endorsement from the relevant authorities.

### **3. Terms of Reference, Deliverables and Deliverables Schedule:** (See Attachment 2)

### **4. Submission Details**

- a. **Deadline.** Proposals must be received no later than **22 October 2021 at 18:00 Eastern Daylight Time (EDT)**. Late submissions will not be accepted. Proposals must be submitted via email to [ciprocurement@conservation.org](mailto: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](mailto: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.** If 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. Professional Qualification Requirements:** Service providers shall demonstrate professional experience, skills, expertise, and competencies in the following:
- Multidisciplinary team with specialization in development projects within and across relevant sectors. Relevant expertise may include but may not be limited to forestry, forest engineering, agriculture, natural resource economics, development economics, development finance, project finance, etc.
  - Minimum of 10 years' professional experience in the design and implementation of national or sub-national action and investment plans related to the object of the consultancy.
  - Familiarity with and understanding of green growth issues, tradeoffs, benefits, assessment tools, and links to poverty reduction and development outcomes.
  - Extensive experience working with national and local authorities, international organizations, development partners and high-level authorities, as well as knowledge and experience of working with Indigenous peoples' territories.
  - Demonstrated experience in the implementation of projects and business models related to forestry, agroforestry, resilient agriculture in the Peruvian Amazon.
  - Demonstrated experience in the design, structure, and quantitative and qualitative analysis of private market and publicly financed investments across relevant asset classes.
  - Full professional competency in English and Spanish.
- 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 (Attachment 2).

d. Financial Proposal. Offerors shall use the cost proposal template (Attachment 3).

**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:

<b>Evaluation Criteria</b>	<b>Details &amp; Sub-Criteria</b>	<b>Score (out of 100)</b>
Technical Soundness of proposal (25%)	Understanding of the services required and responsiveness to the TOR.	15
	Understanding of the context of the timber and agroforestry sectors in the Peruvian Amazon	10
Technical composition and qualifications (30%)	Shows qualifications highly consistent with those outlined in the professional qualification requirements	30
Firm experience in the country and fields of expertise (30%)	Firm's experience identifying and developing investment plans in the forestry and agroforestry sectors (Minimum 5 years)	15
	Firm's experience advising government agencies, and private sector producing projects, business plans and feasibility assessments related to the forestry and agroforestry sectors	10
	Firm's experience in Peru (Minimum 5 years)	5
Reasonableness of costs (15%)	Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.	15
<b>Total Possible Score</b>		<b>100</b>

## 8. Proposal Timeline

RFP Issued	10 September 2021
Clarifications submitted to CI	17 September 2021
Clarifications provided to known bidders	24 September 2021
RFP Amended & Reposted	4 October 2021
Complete proposals due to CI	22 October 2021
Final selection	5 November 2021

**9. Resulting Award** CI anticipates entering into an agreement with the selected bidder by 19 November 2021. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. A model form of agreement can be provided upon request. 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](http://www.ci.ethicspoint.com).

**12. Attachments:**

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

Attachment 2: Terms of Reference

Attachment 3: Cost Proposal Template

Attachment 4: Services Agreement template; *Note: this is an example services agreement template that will be used between the selected consultant and CI. Applicants do not need to submit this form as a part of their initial application.*

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

RFP No. **CI-FFII-003-Peru**

D-U-N-S Number (for applying firm): \_\_\_\_\_

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](http://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: Terms of Reference

### A. Project Description

- 1. Background.** This consultancy is part of the project, "*Forest Finance and Investment Incubator*" (hereinafter, "FFII"), which aims to catalyze private sector financing of national and sub-national climate strategies in the forestry, agriculture, and land-use sectors. FFII is led by Conservation International (CI), in collaboration with the Global Green Growth Institute (GGGI) under a three-year cooperative agreement with the US Department of State (DOS).

Considering that deforestation is the main source of greenhouse gas (GHG) emissions in Peru, most national mitigation efforts have focused on the land use, land use change and forestry (LULUCF) sector. The private sector can play an important role in reducing deforestation by increasing the supply and demand of legally harvested wood, improving the productivity of coffee and cocoa on lands already cleared, and integrating forestry elements in agricultural practices, among other activities, such as forest restoration and the collection of non-timber forest products.

The FFII project consists of three stages. The first consisted of identifying the enabling conditions that currently limit investment, as well as key investment opportunities. The second is focused on the development of Finance and Investment Plans (FIPs) that provide roadmaps to channel capital towards projects aligned with public policies on climate change and financing, as well as an Action Plan to address the enabling conditions to enhance investments on key drivers of GHG emissions. The third stage will facilitate the mobilization of specific flows of capital to the identified investment projects.

### 2. Nature of the Consultancy

In the Peruvian Amazon, deforestation is accelerating climate change and often results in inefficient land use that limits the social and economic development of the region. To contribute to improving the living conditions of the population in the Amazon, the FFII project will develop a **Finance and Investment Plan (FIP)** that helps identify and efficiently guide financing to promote sustainable business models for low-emission goods and services and increase their competitiveness. The FIP will include the identification of adequate financing and/or investment opportunities, analysis of prospective capitalization models and existing sources of financing, as well as the identification of key value chain actors, investment risks, and an analysis of the investment portfolio to prioritize the most viable opportunities. Key stakeholders are to be identified by the Service Provider and reviewed with CI and GGGI and are anticipated to include relevant local and national-level authorities, businesses, local communities and Indigenous groups.

### B. Consultancy Objectives

- 1. General.** Lead the development of the Action Plan and the Finance and Investment Plan, which will address enabling conditions and next steps to mobilize project financing tailored to specific opportunities with partners.

#### 2. Specific

- Prepare a work plan and methodology for the Finance and Investment Plan, considering the framework of national and regional policies.
- Prepare and design an FIP for key productive activities related to
  - (i) timber concessions in the Amazon,
  - (ii) concession contracts for agroforestry systems in the Amazon, and
  - (iii) sustainable forest management in Amazonian Indigenous communities.
- Lead, in close coordination with CI, and, as appropriate, with the relevant authorities, workshops to socialize and validate the FIP prepared with key stakeholders identified at the national and regional levels, and across the public and private sectors and civil society.

### C. Scope of Activities; Key Tasks & Deliverables

The consulting team must propose priority interventions and investment opportunities within the scope of productive activities related to (i) timber concessions in the Amazon, (ii) concession of use contracts in agroforestry systems in the Amazon, and (iii) sustainable forest management in Amazonian Indigenous communities. The identified investment opportunities must aim to reduce deforestation in a cost-effective way that maximizes impact.

#### 1. Key Tasks & Activities.

- Coordinate closely with the CI-Peru technical team and key partners in the Government of Peru.
- Survey and analyze information from primary or secondary sources related to the three identified investment opportunities to determine the favorable enabling conditions to promote investments and understand sustainability criteria for each one. Key sources should include regional planning instruments, such as the Low Emissions Rural Development Strategy (ERDBE) and Investment Plans for the Peruvian Amazon or other related sources (studies, assessments, plans, policies, etc.)
- Develop eligibility criteria and then apply them to identify the Amazonian sub-regions that have the most favorable investment conditions (considering the recommendations proposed in the ERDBE and other existing planning instruments).
- According to the prioritized Amazonian sub-regions:
  - Identify and characterize key stakeholders that should be involved in the working groups to develop the FIP, classifying them according to their areas of interest and possible participation level.
  - For each sub-region, determine the main bottlenecks hindering sustainable investment opportunities and possible solutions.
    - Identify the institutional arrangements, regulatory gaps, and other relevant limitations to sustainable investment development, as well as the possible solutions and/or alternatives to mitigate their negative effects.
    - Identify possible synergies and trade-offs between the pre-identified investment opportunities.
  - Identify financing and/or investment opportunities, prospective capitalization models, and existing funding sources.
    - Detail market trends for selected private financial instruments (current demand, focus areas, future trends, COVID emergency impacts).



- For public financing options, detail the focus of programs, projects, financing trends and opportunities to link public and private options to reduce risks and lower transaction costs for private investment.
  - Validate if the identified investment opportunities are the most suitable for including in an FIP. Otherwise, identify more suitable complementary investments that allow for generating better opportunities.
  - Prepare a work plan to develop an FIP covering each of the identified opportunities, with a comprehensive approach that promotes synergies and complementarity between investment opportunities in the prioritized geographic areas. The work plan should include the methodology for preparing the FIP, and indicate priority by region, productive activity, or a combination of factors.
  - Work with key identified stakeholders to prepare an FIP covering each productive activity.
  - Develop an investment risk assessment and investment portfolio analysis that identifies the best investment opportunities.
  - Prepare a plan to validate the FIP with key stakeholders.
  - Carry out and lead, in close collaboration with CI-Peru and the relevant authorities, validation workshops for the FIP.
  - Systematize observations and comments on the FIP collected during the validation workshops.
  - Prepare the final version of the FIP.
  - Synthesize observations gathered during the development of the products generated in this consultancy.
2. **Deliverables.** Deliverables are broken down into seven steps for the consulting team. Please refer to the section “Estimated Timeline” for more information.

#### D. Proposed Approach & Methodology

1. **Primary Work Location.** The proposed services are expected to take place primarily in Peru and the Service Provider is expected to maintain an active presence in Peru during the term of this consultancy unless otherwise mutually agreed to by CI and Service Provider.
2. **COVID-19 Guidelines; Health and Safety Considerations.** 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 period of performance. It is expected that CI and the Service Provider will take into consideration and plan around the international, national or local regulations and advisories governing travel, including safety, health and security measures in effect in the countries that the consultant is expected to visit. Virtual consultations are possible and expected where in-person field work is not possible. Domestic and regional travel, if any, will require justification and prior approval by CI.
3. **Data Sources.** Service Provider(s) are expected to utilize a range of data sources, and data collection approaches in connection with this work, including but not limited to desktop review of public, academic, industry, financial sector and other reputable data and information sources, as well as targeted outreach and interviews with industry experts and analysts.

**4. Investment Analyses; Frameworks.**

- (a) It is preferred that the consultant use a return-on-investment tool that integrates financial indicators with climate change mitigation and biodiversity conservation indicators (where cost-effectiveness can be measured from the returns or impacts on the climate and ecosystem health/services, possibly using natural capital values). It is also preferred that the consultant use the concepts of sustainable landscapes and socio-ecological systems in the definition of the intervention areas.
- (b) Throughout the duration of this consultancy, the consultant must use relevant tools and approaches, including those pertaining to gender equity, conservation, sustainable landscapes, interculturality, and the rights of Indigenous peoples.

**5. Language.** Deliverable work products shall be prepared and submitted in both English and Spanish. The reports prior to the final report may be delivered in Spanish with an executive summary provided in English.

**6. Substantial Involvement.** CI and GGGI are expected to have substantial involvement in the proposed activities and will provide strategic guidance to the Service Provider concerning the following matters:

- (a) Approval of delivery timeline and any changes thereto;
- (b) Approval of the sectoral and/or industry and sub-national geographic focus of the proposed Action Plan, FIP, and/or associated analyses;
- (c) Approval of investment screening criteria or evaluation frameworks and expected return and impact metrics;
- (d) Approval of proposed external interview subjects prior to engagement by Service Provider;
- (e) Approval of any oral or written external communications regarding the FFII, including with respect to the role or involvement of CI, GGGI, the U.S. Department of State, or the Service Provider in this Project;
- (f) Regular periodic check-ins to be mutually agreed to and scheduled by and between the Service Provider and CI; and
- (g) Review and approval of interim and final deliverables as set forth herein.

**7. Compliance with Code of Ethics.** The [CI Code of Ethics](#) (Annex 1) must be followed by the selected consultant or service provider at all times in carrying out the contracted work.

**E. Estimated Timeline.** The deliverables of the consultancy must be carried out in a period of six months. The deadlines and payment schedule for the deliverables are shown below. Please note that deadlines are measured from the effective date of the agreement and that payments are to be made after deliverables are approved.

Deadline	Deliverable	Payment Percentage (%)	Deadline
7 days	<b>First deliverable:</b> A work plan that indicates the planning timeline, a methodology for the development and content structure of the FIP, and other tools necessary for the fulfillment of the consultancy.	10%	7 days
45 days	<p><b>Second deliverable:</b> A report with the following information:</p> <ul style="list-style-type: none"> <li>Findings and analysis of the primary and secondary information gathered from the Amazon region related to the three investment opportunities.</li> <li>Descriptions of the activities and results achieved, according to the approved work plan.</li> <li>Definitions of the investment opportunities to be developed according to the eligibility criteria of the prioritized geographic areas.</li> </ul> <p>Presentation of the methodology and content structure to develop the FIP.</p>	20%	45 days
70 days	<p><b>Third deliverable:</b> A report with the following information:</p> <ul style="list-style-type: none"> <li>An FIP that covers each identified productive activity.</li> </ul> <p>Methodology and work plan for the FIP's validation workshops with the main stakeholders.</p>	30%	70 days
130 days	<p><b>Final Product:</b> A final report with the following information:</p> <ul style="list-style-type: none"> <li>The final FIP, including the observations and comments made during the validation workshops.</li> </ul> <p>Recommendations for the implementation and execution of the FIP.</p>	40%	160 days



**Attachment 3: 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. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US dollars (USD).

If Offeror has a negotiated GSA Schedule Contract Rate, please include that in the cost proposal. Cost proposals must not include certain prohibited telecommunications and video surveillance services or equipment as described by US Public Law 115-232, section 889; covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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.

Cost Breakdown by Deliverable

<b>Deliverable</b>	<b>Price (Lump Sum, All Inclusive)</b>
Deliverable 1: Recommendations Document	
Deliverable 2: Map of Actors	
Deliverable 3: Methodology	
Deliverable 4: Action Plan	
Deliverable 5: Draft Finance and Investment Plan	
Deliverable 6: Final Finance and Investment Plan	
Deliverable 7: Strategy Document for Obtaining Support	

Cost Breakdown by Cost Component

<b>Description</b>	<b>Unit of measure (day, month etc)</b>	<b>Total period of engagement</b>	<b>Unit cost/rate</b>	<b>Total Cost for the Period</b>
[Itemized list of personnel]				
[Personnel member #2]				
...				
Sub-total Personnel				
Travel Costs (if applicable)				
Other related Costs (please specify)				

<b>Total Cost of Financial Proposal</b>				
---	--	--	--	--



**Attachment 4: Services Agreement Template**

*Note: the below form is an example services agreement template that will be used between the selected consultant and CI for this consultancy. Applicants do not need to submit this form as a part of their initial application.*

**SERVICES AGREEMENT  
BETWEEN  
CONSERVATION INTERNATIONAL FOUNDATION  
AND**

**[ENTER PROVIDER NAME]**

**Agreement Number: [Business World CMF number]  
DUNS Number: [Enter Service Provider DUNS Number]**

This Services Agreement (the 'Agreement') is made and entered into as of **[insert date]** (the 'Effective Date') 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').

- 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 (the 'Services'), as may be modified from time to time:

#	Activity	Target completion date	Deliverable
1			
2			
3			
4			
5			
6			
7			
8			

#	Activity	Target completion date	Deliverable
9			

During the term 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 of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on **TERMINATION DATE**. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. Funding Source. Funding for this Agreement is made available from the **U.S. Department of State ("US DOS")**.
4. Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).
  - a. During the Term of Agreement the Service Provider must comply with the terms of this Services Agreement; the Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference, available at <https://www.state.gov/about-us-office-of-the-procurement-executive/>, and made part of this Agreement; the applicable sections of 2CFR200 and 2CFR600; and all representations made during the selection process.
  - b. 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.
  - c. Service Provider agrees to 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.
5. Compensation.
  - a. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider an amount equal to US\$**click and type amount**.
  - b. Expenses. The Fee For Services set forth above is inclusive of all expenses.

c. All activities and expenditures must occur during the Term of this Agreement to be reimbursable.

d. Payment Terms.

Payment shall be made in accordance with the following payment milestones:

- (1) [% DETERMINED BY CI] upon completion and CI's acceptance of deliverable No. 1,
- (2) [% DETERMINED BY CI] upon completion and CI's acceptance deliverable No. 2,
- (3) [% DETERMINED BY CI] upon completion and CI's acceptance of all remaining deliverables.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, 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.

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

6. 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 following acceptance criteria, which may be revised and supplemented from time to time during the Term of this Agreement to accommodate for successful performance of the Services.

**[TO BE DETERMINED BY CI.]**

b. Acceptance. In the event that a Deliverable meets CI's acceptance criteria, CI shall notify the Service Provider via email 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 via email 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 **[TO BE DETERMINED BY CI]** business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. In the event that payment of the Fee is time based (e.g., hourly or daily fee), time spent on necessary revisions to meet acceptance criteria may not be charged to CI, unless authorized in writing by CI.

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.

7. 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 (incl. 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.
8. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and the Funding Source, and to defend and hold CI and the Funding Source 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.
9. Relationship of CI and Service Provider.
- a. **[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.
- b. **[IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of CI and not as an employee, 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, 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.**
- c. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI. 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.
10. Government Officials and Employees. 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 (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) 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. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI, and shall not influence any governmental act or decision affecting 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.

11. 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.
12. Intellectual Property
- a. All products 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, who shall provide US DOS with a perpetual, royalty free, non-exclusive right to copy, distribute, use, and prepare derivative works from the Works for any purpose, in any media, and in any territory.
  - b. 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 and US DOS in perfecting their rights in and to the Works, including executing appropriate documents.
  - c. CI shall have the sole right to copyright the Works, except that Service Provider grants to CI and US DOS 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, Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI and US DOS.
13. **[IF SERVICE PROVIDER IS A NON-PROFIT OR SMALL BUSINESS FIRM (AS DEFINED AT SECTION 2 OF PUB. L. 85-536 (15 U.S.C. 632) AND IMPLEMENTING REGULATIONS OF THE ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION) PERFORMING EXPERIMENTALLY, DEVELOPMENTAL OR RESEARCH WORK. DELETE IF NOT APPLICABLE.]** The Service Provider shall comply with the 37 CFR Part 401 “Rights to Inventions Made Under a Contract or Agreement.
14. Branding, Marking and Acknowledgement.
- a. Service Provider shall recognize the United States Government’s funding for activities specified in this Agreement. All programs, projects, assistance, activities and public

communications to foreign audiences, partially or fully funded by this Agreement, should be marked appropriately with the standard, rectangular U.S. flag in a size and prominence equal to or greater than any other log or identity.

- b. All publications, articles, brochures, flyers, posters, billboards or other graphic artwork produced under this Agreement must acknowledge the support of the Department of State and include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State."
15. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
16. Travel. All international air transportation must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extents that service by those carriers is available.
  - a. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
  - b. All travel regulations in effect for US Government funded travel, including the Fly American Act, and the restrictions noted in 41 CFR 301-10.131 – 301-10.143.
  - c. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement agree to release CI and to waive any claim against CI as provided in Appendix 3, Release and Waiver.
17. 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.
18. Equal Employment Opportunity. Provided CI and Funding Source prior approval has been obtained for construction activity, Service Provider shall comply with the requirements of E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). Provided CI and Funding Source prior approval has been obtained for construction activity, Service Providers receiving in excess of \$2000 for construction or repair contracts shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Service Provider shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, and if CI or Funding Source prior approval has been obtained for construction activity, all prime construction contracts of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The award of a contract shall be conditioned upon the acceptance of the wage determination.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 USC 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmissions of intelligence.
22. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Funding Source and the Regional Office of the Environmental Protection Agency (EPA).
23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
24. Debarment and Suspension
  - a. Service Provider agrees that funds made available under this Agreement shall not be provided to any party listed on the 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." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
  - b. In accepting this Agreement, Service Provider certifies that neither it nor its principals:

- i. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any U.S. Government department or agency,
  - ii. have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
  - iv. have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
25. 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.
26. Mandatory Disclosures. Service Provider must disclose, in a timely manner, in writing to the Office of the Inspector General (OIG) for the Department of State and to CI, all violations of the Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 "Remedies for Noncompliance" including suspension or debarment. Forward disclosures to:  

US Department of State  
Office of Inspector General  
PO Box 9778  
Arlington VA 22219 USA.
27. 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.
28. 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.

- 29. 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.
30. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
31. 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.
32. 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.
33. Notices. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

If to Service Provider:

[Click and type Contractor name]
[Click and type Contractor Address]
Phone: [Click and type Contractor phone]
Email: [Click and type Contractor fax]

If to CI:

Attn: [Click and type contact person]
Conservation International Foundation
2011 Crystal Drive, Suite 600
Arlington, VA 22202
Phone: 703-341.2400
Email:
"[click and type your fax number]"

The authorized representatives of the parties hereto have caused this Agreement to be executed as of the date first written above.

[CLICK AND TYPE CONTRACTOR NAME] Conservation International Foundation

[Click here and type Title]

[Name of CI representative]
[Title]
[SVPs/+ or their authorized designees only]

List of Appendices

- Appendix 1 Terms of Reference and Delivery Schedule
Appendix 2 Ethics Standards
Appendix 3 Release, Waiver of Liability and Consent to Medical Treatment



**APPENDIX 1**  
**TERMS OF REFERENCE AND DELIVERY SCHEDULE**

## APPENDIX 2

### ETHICS STANDARDS

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

**Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://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 3<sup>rd</sup> 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 3<sup>rd</sup> parties.





Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

### APPENDIX 3

#### RELEASE, WAIVER OF LIABILITY AND CONSENT TO MEDICAL TREATMENT

##### Coronavirus, COVID-19 Warning & Disclaimer

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

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

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

Initial \_\_\_\_\_

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

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

fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program.

5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.
6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.
7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.
8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.
9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.
10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.
11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.
12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware of the legal consequences of signing it, and have signed it of my own free will.



Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

***Permission for Emergency Medical Treatment***

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_