# Amendement #1 Date Amendment Issued: April 08, 2020

The RFP is being amended and extended in order to allow bidders to extend us their proposals to Conservation International at <a href="mailto:convocatoriasperu@conservation.org">convocatoriasperu@conservation.org</a>

RFP NUMBER AND TITLE: #2 "Services to Support the Green Business Facility Design for "Scaling the Communal Reserve Co- management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon"

Revised Deadline for written questions: April 17, 2020 Lima time (GMT -5). Revised Deadline Proposal Due Date: April 26, 2020 Lima time (GMT -5)

# **Revised Details of the Consultancy**

# 1.2 Details of the Consultancy

# 1.2.1 Period of performance

Work as described in Section 2 of this document is expected to begin in May 2020 and end in October 2020, since the consultant team have to remain available to answer questions and support CI in the finalization of the Funding Proposal until GCF approves the final proposal.

All the details and changes of the Original RFP #2 on the following pages.

#### ORIGINAL RFP #2



Date: 17/03/2020

# **Request for Proposals**

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as "Conservation International" or "CI"), is issuing a Request for Proposals (RFP) for consultancy services to contribute to the development of a Green Climate Fund (GCF) Funding Proposal for Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon. The attached RFP contains all the necessary information for interested Offerors.

The consultancy will be based in Peru with an expected period of performance from **May 2020 to October 2020.** 

Individuals, consulting firms or organizations should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating the subject: "Consultancy Green Business Facility - GCF" to "convocatoriasperu@conservation.org by April 26<sup>th</sup> 2020. Interested Offerors can submit their questions to the same email address.

All offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually performing the specified work in accordance with CI's Code of Ethics (Annex 2) and the Green Climate Fund's Policy on Prohibited Practices (Annex 3).

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

Any violation of the Code of Ethics, as well as concerns regarding the integrity of this procurement process and related documents, should be reported to CI via its Ethics Hotline at <a href="https://www.ci.ethicspoint.com">www.ci.ethicspoint.com</a>.

# **Request for Proposals**

RFP # 2

For the provision of

Services to Support the Green Business Facility Design for "Scaling the Communal Reserve Comanagement Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon"

Contracting Entity:

CI-Peru

# Instructions and General Guidance Introduction Details of the Consultancy Offer deadline and proposal timeline Instruction for submission

# **Section 2.** Terms of Reference of the Consultancy

Evaluation and basis for selection

Annexes	
Annex 1	Terms of Reference
Annex 2	CI Code of Ethics

1.5

Annex 3 GCF Policy on Prohibited Practices
Annex 4 CI's Service Agreement Template
Annex 5 CI's Budget Proposal Template

#### 1. Instructions and General Guidance

#### 1.1 Introduction

Conservation International (CI), invites proposals from suitably qualified, individuals, consulting firms or organizations for assignments outlined in Section 2. The award will be in the form of a service agreement (hereinafter referred to as "the contract"). The successful offeror shall be required to adhere to the statement of work and the contract annexed to this RFP.

This RFP does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation and submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is in the best interest of CI.

# **Project Background:**

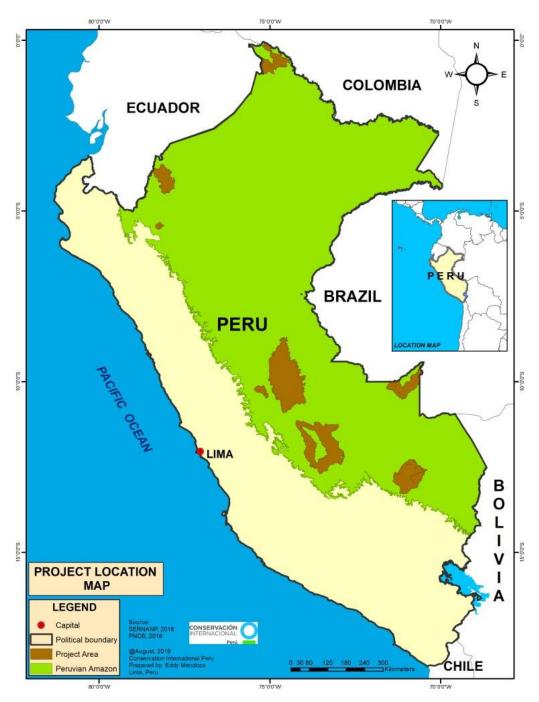
Conservation International, in collaboration with the Government of Peru, has developed a project Concept Note titled "Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon" that was cleared by the GCF.

The proposed project aims to empower indigenous people to adapt to increased temperatures, changing rainfall patterns, and resultant negative impacts on food security and livelihoods while protecting, restoring and sustainably managing 5 million ha of forests in the Peruvian Amazon. These goals will be achieved through the establishment of a green business facility with the participation of private and public stakeholders that will provide the financial and technical means needed to effectively implement the Communal Reserve management model and sustainable management of the surrounding areas.

The following map shows the geographical location of the project intervention areas that include the 10 national Communal Reserves<sup>1</sup>:

<sup>&</sup>lt;sup>1</sup> Reserva Comunal de Airo Pai, Reserva Comunal de Amarakaeri, Reserva Comunal Ashaninka, Reserva Comunal Chayu Nain, Reserva Comunal El Sira, Reserva Comunal Huimeki, Reserva Comunal Machiguenga, Reserva Comunal Purús, Reserva Comunal Tuntanain, Reserva Comunal Yanesha.

Map 01: Project location map



The project framework includes 4 project outcomes that will be developed during the Project Preparation Funding phase as part of this consultancy:

- 1. Strengthened awareness, governance and institutional and regulatory systems for climate-responsive development planning of the CR Landscape (CRL).
- 2. Strengthened adaptive capacity and reduced exposure to climate risks of 194 indigenous communities (42,000 people).
- 3. Sustainable land use and forest management for 4.8 MtCO2eq of reduced emissions in 5 million hectares of the Peruvian Amazon.

4. Establishment and operationalization of a green business facility

These outcomes will be achieved with the following outputs:

- 1.1. Indigenous Communities are well informed of climate change and the risks they face.
- 1.2. The indigenous governance and institutionality are improved.
- 2.1. Communities are participating in new, sustainable, climate-smart livelihood work.
- 2.2. Communities have adopted climate risk abatement practices
- 3.1. Feasibility assessment of Payment for Ecosystem Services on CR Landscapes.
- 3.2. A CR master plan is developed and implemented.
- 4.1. Investment in conservation businesses is increased through the development and implementation of innovative financing mechanisms.

Outcomes and output as well as their impact potential will be reviewed during the development of the funding full proposal and may be subject to change.

# 1.2 Details of the Consultancy

### **1.2.1 Period of performance**

Work as described in Section 2 of this document is expected to begin in **May 2020 and end in October 2020**, since the consultant have to remain available to answer questions and support CI in the finalization of the Green Business Facility Design until GCF approves the final proposal. CI reserves the right to modify these dates as necessary.

#### 1.2.2 Location of work

The consultant would ideally be based in Peru but may work from another base of operations with travel to Peru as required.

# 1.2.3 Monitoring and evaluation of Consultant performance

CI will supervise the consultant's performance and be responsible for review and acceptance of all written deliverables.

# 1.2.4. Contract type

CI will issue a fixed-price contract(s) for this work. Per the consultant's proposal and subsequent negotiations, the contract will include a set of fixed payments based on submission of deliverables, per Section 2.

CI will accept proposals from individuals, consulting firms or organizations able to fulfill all requirements of this RFP.

# 1.3 Offer Deadline and Chronological List of Proposal Events

Offerors shall submit their offers electronically to "convocatoriasperu@conservation.org".

Offers must be received no later than **April 26<sup>th</sup> 2020 Lima time (GMT -5)**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers will not be considered.

The following calendar indicates important dates in the solicitation process. Offerors must strictly follow these deadlines. The dates above may be modified at the sole discretion of CI.

Any changes will be published/advertised in an amendment to this RFP.

RFP published 17/03/2020
RFP republished 08/04/2020
Deadline for written questions 17/04/2020
Proposal due date 26/04/2020

Offers must be valid for a period of 90 calendar days after the RFP deadline.

Interested Offerors can submit their questions to "<u>convocatoriasperu@conservation.org</u>" indicating the subject: "Consultancy Green Business Facility - GCF".

#### 1.4 Instructions for Submission

All proposals must be submitted in English in one volume, consisting of:

- 1. Cover letter by an authorized representative of the offeror
- 2. Technical proposal
- 3. Cost proposal

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 in the best interest of CI.

# **1.** Cover letter signed by an authorized representative of the offeror. It's recommended to indicate work related experience.

# 2. Technical proposal

The technical proposal must include the following parts: respond to all requirements and all ToRs listed in Section 2 and must include two parts:

• Part 1: Technical Approach, Methodology and Detailed Work Plan

The Technical Proposal should describe in detail the technical approach, methodologies, and tools proposed for the project. The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The detailed workplan should include all deliverables and expected time frames.

Part 2: CV of the consultant.

# 3. Cost Proposal

The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The price of the contract to be awarded will be an all-inclusive. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget **in Excel format (Annex 4)** showing major expense line items for each. Offers must show unit prices, quantities, and total price. All goods, services, travel, and indirect costs must be clearly labeled and included in the total offered price and expressed in US dollars (USD). The

C	ost proposal shall	l also include a bu	udget narrative	that explains th	ne basis for the	estimate of

every cost element or line item. Supporting information must be provided in enough detail to allow for a complete analysis of each cost element or line item. CI reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

	Payments	Amount	Condition		
1	First Payment	15% of the total amount	First deliverable previous approval		
2	Second Payment	15% of the total amount	Second and third deliverables previous approval		
3	Third Payment	20% of the total amount	Fourth and fifth deliverables previous approval		
4	Fourth Payment	20% of the total amount	Sixth deliverables previous approval		
5	Fifth Payment	30% of the total amount	Green Business Facility Proposal Review		

As a consideration, CI may grant up to a maximum of 20% of advance after the presentation and approval of the First Deliverable. If a different payment structure is required for the following products, this may be proposed and will be subject to evaluation in conjunction with the entire application support.

In preparing your cost proposal, please include:

- 10 days of consultant time for responding to feedback from the GCF in the 60 days period following submission of the full proposal package to the GCF. This estimate may be revised during the life of the contract.
- All consultant's travel, including at least three coordination meetings in the CI-Lima Office and other travel required to perform the duties of the consultancy.

# 1.5 Evaluation and basis for selection

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

	Evaluation Criteria	Total Possible Points
I	Technical Proposal -Part I- Technical Approach, Methodology Work Plan	, and Detailed
1	Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	5
2	Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	10
3	Does the proposal demonstrate the offeror's knowledge related to technical sectors required by the SOW?	10
II	Technical Proposal -Part II- Management, Key Personnel, an	d Staffing Plan

1	Personnel Qualifications – Do the proposed team members have	
	necessary experience and capabilities to carry out the Scope of	10
	Work?	
2	CVs for the above indicated technical staff demonstrate qualifications	10
III	Technical Proposal -Part III - Corporate Capabilities, and Experie	nce and Past
	Performance	
1	Does the Offeror have experience relevant to the project Scope of	10
	Work?	10
2	Does the Offeror have experience working in Peru?	10
3	Does the Offeror have experience designing financial mechanisms	15
	for environmental conservation purpose?	15
III	Cost Proposal	
1	Does the proposal offer the lowest cost and clear and realistic budget	20
	narrative	20
	Total	100

# Section 2. Terms of Reference of the Consultancy

Please see Terms of Reference for this Consultancy in Annex 1.

# **Annex 1: Terms of Reference for Consultancy**

# **Consultancy Name:**

Services to Support the Green Business Facility Design for "Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon"

## 1. General Background

Conservation International, in collaboration with the Government of Peru, has developed a project Concept Note titled "Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon" that was cleared by the GCF.

The Project focuses on Amazonian indigenous peoples, particularly indigenous women, that are among the most vulnerable to the impacts of climate change. The traditional livelihoods of the indigenous people who live within the Communal Reserves (CRs) is under threat by rapid changes to climate. Changes in rainfall patterns – less frequent, larger rainfall events - are also expected to increase populations' exposure to disasters such as drought and floods with resulting loss of life and increased food insecurity for indigenous peoples. Temperature increases produce direct effects on local communities' food security which is based on fishing, hunting, and agriculture. Increased temperatures and changing rainfall patterns result in changes in fish reproduction cycles and in fruit and forest product maturation cycles.

The proposed climate adaptation and mitigation project aims to empower indigenous people to adapt to increased temperatures, changing rainfall patterns, and resultant negative impacts on food security and livelihoods while protecting, restoring and sustainably managing 5 million ha of forests in the Peruvian Amazon. These goals will be achieved through the establishment of a green business facility with the participation of private and public stakeholders that will provide the financial and technical means needed to effectively implement the Communal Reserve management model and sustainable management of the surrounding areas.

# 2. Project Objectives

This cross-cutting project seeks to achieve the sustainability of 10 CRs<sup>2</sup>: and their surrounding landscapes by promoting the sustainable use of natural ecosystems, limiting deforestation and forest degradation, restoring degraded ecosystems, and improving community livelihoods. The project will be designed through a participatory process with representatives of the affected indigenous communities, and indigenous groups will be responsible for implementation of many of the project activities.

The sustainability of the project's activities will be ensured through the establishment and operationalization of a **green business facility** that will use a blended finance approach in collaboration with public and private stakeholders to incentivize transformative economic activities that enable indigenous communities and others in these landscapes to increase productivity with sustainable techniques and access to supply chains that provide continuous demand for local production. Business opportunities will be developed in a phased approach in the CR during

<sup>&</sup>lt;sup>2</sup> Reserva Comunal de Airo Pai, Reserva Comunal de Amarakaeri, Reserva Comunal Ashaninka, Reserva Comunal Chayu Nain, Reserva Comunal El Sira, Reserva Comunal Huimeki, Reserva Comunal Machiguenga, Reserva Comunal Purús, Reserva Comunal Tuntanain, Reserva Comunal Yanesha.

project implementation, taking into consideration the communities' capacity and their readiness level, as well as feasibility studies and green business prospecting activities.

Through this project CI expects to achieve the following outcomes:

- 1. Strengthened awareness, governance and institutional and regulatory systems for climateresponsive development planning of the CR Landscape.
- 2. Strengthened adaptive capacity and reduced exposure to climate risks of 194 indigenous communities (42,000 people).
- 3. Sustainable land use and forest management for 4.8 MtCO2eq of reduced emissions in 5 million hectares of the Peruvian Amazon.
- 4. Establishment and operationalization of a green business facility

These outcomes will be achieved with the following outputs:

- 1.1. Indigenous Communities are well informed of climate change and the risks they face.
- 1.2. The indigenous governance and institutionality are improved.
- 2.1. Communities are participating in new, sustainable, climate-smart livelihood work.
- 2.2. Communities have adopted climate risk abatement practices
- 3.1. Feasibility assessment of Payment for Ecosystem Services on CR Landscapes.
- 3.2. A CR master plan is developed and implemented.
- 4.1. Investment in conservation businesses is increased through the development and implementation of innovative financing mechanisms.

Outcomes and output as well as their impact potential will be reviewed during the development of the funding full proposal and may be subject to change.

#### 3. Nature of the consultancy

The Consultancy will contribute to the development of a complete Funding Proposal to the GCF for the project cleared by the GCF "Scaling the Communal Reserve Co-Management to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon".

# 4. Objectives of the consultancy

Contribute to the design and development of several financial instruments for the establishment and operationalization of a Green Business Facility (GBF) that will use blended finance and includes public and private partners.

The green business facility aims at incentivizing transformative economic activities that enable indigenous communities and others in the landscape to increase productivity with sustainable techniques. These financial mechanisms may build on existing instruments such as public and private funding for conservation business, REDD+, etc., but will also include new initiatives. It is envisaged that the Project will successfully implement various financial instruments that will support the long-term sustainability of the Project's investments.

# 5. Key Activities

The key activities for this consultancy are the following:

- Support CI Peru in developing the overall financial structure to the establishment and operationalization of a GBF.
- Refine the GBF design based on an assessment of existing funding mechanisms in Peru and/or similar mechanisms related to green businesses.
- Analyze the opportunities provided by the legislative framework including the existing
  instruments provided by the public and private sectors, such as blended finance options,
  public-private partnerships, trust funds, biodiversity offsets and compensation, impact
  investment funds, conservation agreements, carbon footprint compensation agreements,
  and/or innovative insurance mechanisms. This will include assessing the legal, fiscal, and
  institutional framework to identify legislative opportunities such as legislation or fiscal
  opportunities.
- Realize a gender sensitive funding needs assessment for the Project's key geographies, quantifying funding needs, objectives of those funds, type of finance and terms. The funding needs assessment will present a quantitative estimate of funding needs by government, non-government partners and/or communities and the private sector to support the establishment and operationalization of a green business facility. Identify the objectives of the different funding needs, type of finance needed and timeframe.
- Coordinate with CI and the lead consultant for the consultancy Support the Development
  of the Green Climate Funding full Proposal for the project "Scaling the Communal Reserve
  Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in
  the Peruvian Amazon" in order to design in detail the green business facility operation.
  This document will be attached as an annex to the funding proposal and summarized
  within the proposal text
- Based on this assessment, propose a set of financial mechanisms for further analysis, and carry out a scoping of potential opportunities to assess risks, terms, gender impacts, and interest by potential partners. Potential partners may include government entities, the private and public sector[s], cooperatives, or other entities with a potential interest in conservation businesses
- Compile results of scoping and feasibility studies and present a summary of potential interest by partners, funding opportunities, or mechanisms<sup>3</sup>.
- Under the leadership of the CI Peru team, negotiate the terms of a Letter of Intent with key government, non-government, and private-sector potential partners, for each potential mechanism<sup>4</sup>.
- Address sustainability of the GCF project and explain how the GBF will be sustained and sourced/financed in the future.
- Coordinate with CI-Peru, CI-GCF Agency, other consultants, and other project partners in aligning the overall financial structure with other elements of the project's Funding Proposal, including providing input into implementation arrangements and the project Term Sheet.

<sup>&</sup>lt;sup>3</sup> Assess identified options based on adaptation and mitigation impact potential, financial sustainability and other criteria to be defined during the project preparation phase.

<sup>&</sup>lt;sup>4</sup> The Letter of Intent presents a commitment from the parties involved to elaborate the details on the implementation of the potential mechanism. The full design and implementation of the financial instruments are outputs under the Project, not the consultancy.

#### 6. Deliverables

#### A. Deliverable 1:

Inception report: this report should contain the detail workplan, including frequency of communication and coordination and timeline deliverables.

#### B. Deliverable 2:

Assessment of existing funding mechanisms in Peru and/or similar mechanisms.

#### C. Deliverable 3:

Potential financial mechanisms identification, including an initial analysis of investment options and needs for each CRL.

# D. Deliverable 4:

A funding needs assessment for each of the 10 CR's, quantifying funding needs, objectives of those funds, type of finance and terms.

#### E. Deliverable 5:

A summary of the scoping and feasibility of identified funding opportunities and mechanisms, including an assessment of impact potential and alignment with project objectives.

#### F. Deliverable 6:

A detailed design of the operation of the Green Business Facility.

# 7. Methodology of the consultancy

The Consultancy will preferably be carried out by an individual and will coordinate with CI-Peru, the Government of Peru, local partners including associations and non-profits organizations and other stakeholders in the proposal development, and will incorporate feedback from CI technical experts, the CI-GCF Agency (acting as the project's Accredited Entity), and the GCF.

# 8. Consultant Profile

The consultant profiles required for this consultancy are the following:

#### I. Profession:

• Master's degree or its equivalent in Finance or closely related disciplines.

#### II. Experience:

- Have a minimum of seven (7) years relevant professional experience in the area of Public-Private Partnership development, and/or investment banking, impact investing, blended finance, and/or working with an international bilateral/multilateral institution.
- Proven knowledge of South America and Peru in terms of sustainable development needs, development opportunities and challenges climate change adaptation.

- Sound experience with grant finance as well as debt and/or equity investments in developing markets, venture investing, and developing countries including a satisfactory knowledge of their operational policies and procedures.
- Proven track record in matters relating to negotiating and structuring debt and equity transactions, PPP negotiations, trust fund set up, compensation schemes, technical review of reports, and consultation with other financiers, among others.

#### III. Skills:

- Comprehensively understands financial structuring of projects.
- Highly developed negotiation skills proven to yield positive outcomes with senior counterparts, both internal and external.
- Networking ability required to build successful relationships and partnerships with a broad range of clients, internal and external, for effective delivery of results. Prudence and skill in identification of such relationships and partners based on meeting the needs and long-term interests of clients within and outside the institution.
- Excellent written and verbal communication skills in English and Spanish.
- Competence in the use of standard Microsoft Office applications (Word, Excel, Access, PowerPoint).

#### 9. Deliverables Schedule

The deadline for execution of this consultancy is 180 calendar days (6 months) from the signing of the contract. The delivery of the products or deliverables will be made according to the following schedule:

	Deliverable(s)	Delivery Timeframe	Payment schedule
1	Inception report <sup>5</sup>	Within one week after signature of the contractual agreement	15% of the total amount
2	Existing funding mechanisms assessment and potential financial mechanisms identification	Month 1 of consultancy	15% of the total amount
3	Funding needs assessment for each of the CR's and summary of the scoping and feasibility of identified opportunities and mechanisms	Month 2 of consultancy	20% of the total amount
4	Detailed design of green business facility operation	Month 4 of consultancy	20% of the total amount
5	Reviewed Green Business Facility Proposal	Month 6 of consultancy	30% of the total amount

The reports and final documents of each deliverable should be delivered in digital format, as well they should contain every native file (Word, Excel, PDF, JPG, etc).

<sup>&</sup>lt;sup>5</sup> Detail the workplan for the consultancy, inclusive of a kickoff meeting with key partners, overall approach and timeline of deliverables.

It is important to recall that each deliverable should be recorded as a milestone and should be presented as a draft for its review and approval by the CI Technical Staff; the individuals, consulting firm or organization must respond to requests for revisions within 05 days.

In addition, it should be noted that the final payment is conditional upon the CI-GCF Agency's approval of the final deliverable.

#### **Annex 2: CI's Code of Ethics**

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 <a href="https://www.ci.ethicspoint.com">www.ci.ethicspoint.com</a>.

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.

#### <u>Integrity</u>:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with CI policies as well as applicable laws, rules and regulations, domestic and international, in every country where CI works.
- Reflect actual expenses or work performed in expense reports, time sheets, and other records.
- Never engage in any of the following acts: falsification of business documents, theft, embezzlement, diversion of funds, bribery, or fraud.

#### Transparency:

- Perform duties, exercise authority and use CI resources and assets in the interest of the organization and never for personal benefit.
- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors in excess of \$150 from vendors, consultants or grantees.

#### **Accountability:**

- Disclose to a supervisor and the General Counsel's Office, at the earliest opportunity, any
  information they have or become aware of, that may result in a real or perceived conflict of
  interest or impropriety.
- Exercise responsible stewardship over CI's assets and resources; spend funds wisely, in the best interest of CI and in furtherance of its mission. Adhere to and respect the wishes of its donors.
- Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with a goal increasing overall organizational performance.

#### Confidentiality:

- Not disclose confidential information obtained during the course of their work at CI.
- Protect confidential relationships between CI and its grantees, donors, and vendors.

#### Mutual Respect and Collaboration:

- Assist its partners in building the necessary capacity to carry out conservation programs efficiently and effectively and to manage Funds in a fiscally and operationally prudent manner.
- Create constructive relationships with grant-seekers and other partners based on mutual respect and shared goals by communicating clearly and timely and respecting our partner's expertise in their field of knowledge.
- 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 regards for the right of free, prior, and informed consent.

# **Annex 3: Green Climate Fund (GCF) Prohibited Practices**



GCF/B.22/24/Drf.01 Page 203

#### **Annex XIV: Policy on Prohibited Practices**

#### I. Introduction

- 1. The objective of the Green Climate Fund (GCF or Fund) is to contribute to the achievement of the ultimate objective of the United Nations Framework Convention on Climate Change (UNFCCC). In the context of sustainable development, the GCF will promote the paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change, considering the needs of those developing countries particularly vulnerable to the adverse effects of climate change.
- 2. The GCF maintains a zero-tolerance policy toward Prohibited Practices and is strongly committed to preventing and combating Prohibited Practices. The GCF expects individuals and entities involved in Fund-related Activities (as defined below) to observe the highest standards of integrity, to refrain from directly or indirectly, condoning, encouraging, participating in or engaging in engaging in Prohibited Practices and to take measures, where and when appropriate, to prevent and combat Prohibited Practices regarding all Fund-related Activities.
- 3. The GCF shall take all reasonable steps to ensure that all resources and assets entrusted to it are managed with the highest levels of integrity, and to the fullest extent possible, free from prohibited practices.
- 4. The GCF recognizes established international practices and policies with respect to the prohibition of Prohibited Practices, and particularly the principles in the United Nations' Convention against Corruption and other instruments related thereto.

#### II. Purpose

5. The purpose of this Policy on Prohibited Practices (Policy) is to establish the specific conduct and activities which are prohibited by the GCF, the obligations of Covered Individuals and Counterparties to uphold the highest standards of integrity and to refrain from Prohibited Practices, and the actions which the GCF may take when prohibited practices are alleged to have occurred in Fund-related Activities.

#### III. Definitions

- 6. For the purposes of this Policy the following terms shall have the meaning set out below:
- (a) "AML/CFT Policy" means the GCF's Anti-Money Laundering and Countering the Financing of Terrorism Policy adopted by the Board by decision B.18/10 and set out in Annex XIV thereto;
- (b) "Board" means Board of the Green Climate Fund;
- (c) "Board Appointed Official" means the Executive Director, the Head of the Independent Evaluation Unit, the Head of the Independent Integrity Unit and the Head of the Independent Redress Mechanism, who are appointed by the Board;
- (d) "Conflict of interest" means any situation in which a party or any of its staff involved in the relevant decision-making process has interests that could, or could be perceived to, improperly influence the performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;



- (e) "Counterparty" means any party that contributes to, executes, implements, bids for, or in any way participates in, Fund-related Activities, including receiving a grant, loan or other form of financing or support from the Fund. Counterparties include a contributor, accredited entity, direct access entity, executing entity, delivery partner, fiscal agent, financial intermediary, vendor and (for the purpose of this policy) any entity within, or to which the Secretariat directly disburses GCF resources, including for the Readiness and Preparatory Support Programme;
- (f) "Covered Individual" means GCF Personnel, Co-Chairs of the Board, Board and Alternate Members, their Advisers, Board-Appointed Officials and External Members;
- (g) "Executing Entity" means any entity, through which GCF funds are channelled or used for the purposes of a Fund-related Activity or part thereof, and/or any entity that executes, carries out or implements a Fund-related Activity, or any part thereof;
- (h) "External Member" means an expert appointed by the Board, or procured, selected and contracted by the Secretariat on behalf of the Fund and serving as an external member on a panel or group established by the Board;
- (i) "Fund-related Activity" means any activity which is financed, administered or supported by the GCF, either with its own resources or those of others, or any activity that materially affects or may materially affect or otherwise be relevant to the Fund;
- (j) "GCF Personnel" means any GCF Staff and any other individual contracted and/or engaged by the GCF and engaged by the GCF to perform official functions for the GCF, excluding Board Appointed Officials and External Members49;
- (k) "Host Country" means the country or countries in which a Fund-related Activity is to be, is being, or has been, implemented;
- (I) "Human Resources Legal Framework" means all policies, instructions, procedures and guidance governing or instructing the conduct of GCF Staff;
- (m) "Misconduct" means specific acts of Misconduct by GCF Staff as provided by the Human Resources Legal Framework, and by Board Members, Alternative Board Members, their Advisers, External Members of GCF Panels and Groups, Board Appointed Officials, and the Executive Director as provided in the respective GCF policies on ethics and conflicts of interest 50;
- (n) **"Prohibited Practices"** mean any of the following practices in relation to Fund-related Activities:
  - (i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to

<sup>49</sup> The categories of "trainees" and "volunteers" are not currently within the GCF legal framework. Should new categories of personnel be introduced in the future, these would be considered as "individuals contracted by the GCF and engaged by the GCF to perform Fund-related Activities.".

<sup>&</sup>lt;sup>50</sup> These are: Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund (decision B.09/03) Policy on Ethics and Conflicts of Interest for External Members of the Green Climate Fund Panels and Groups (decision B.10/13); Policy on Ethics and Conflicts of Interest for the Executive Director of the Green Climate Fund (decision B.10/13), Policy on Ethics and Conflicts of Interest for Board Appointed Officials (decision B.13/27).



- influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
- (ii) **"Fraud" or "Fraudulent practice"** means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;
- (iii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
- (iv) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
- (v) "Obstructive practice" includes:
  - Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
  - Making false statements to investigators in order to materially impede a Fund investigation;
  - (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
  - (4) Materially impeding the Fund's contractual rights of audit or access to information:
- (vi) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;
- (vii) "Money Laundering"51 is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;
- (viii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her



- report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;
- (ix) "Financing of Terrorism" or "Terrorist Financing" is defined as the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism.;
- (o) "Staff" means all persons appointed to a post in GCF under a letter of appointment (individually, a "Staff member");
- (p) "Subsidiary Agreement" means any agreement entered into by an accredited entity and an Executing Entity for the purpose of implementing a Fund-related Activity; and
- (q) "Wrongdoing" means conduct that violates GCF policies or which involves significant risk to the GCF, because it is harmful to its interests, reputation, operations or governance. Wrongdoing includes but is not limited to Misconduct, Prohibited Practices and Conflicts of Interest.

#### IV. Scope

- 7. This Policy shall apply to:
- (a) The conduct of all Covered Individuals in connection with Fund-related Activities; and
- (b) The conduct or practices of any Counterparty in connection with Fund-related Activities, and where applicable, in accordance with the terms of any legal agreement or contract concluded between the Counterparty and the Fund.

#### V. Guiding Principles

- 8. The GCF maintains a zero-tolerance policy of Prohibited Practices.
- 9. Covered Individuals and Counterparties shall maintain the highest level of integrity, accountability and efficiency, refrain from directly or indirectly condoning, encouraging, participating or engaging in Prohibited Practices in any Fund-related Activity and take action to deter, mitigate and/or correct Conflicts of Interest.
- 10. Any report of suspected Wrongdoing shall be made promptly to the Independent Integrity Unit (IIU) and investigated in accordance with the requirements and procedures set out in the *GCF's Policy on whistleblower and Witness*, the IIU's investigation standards and any other relevant GCF policies, procedures or guidelines.
- 11. The IIU shall take proactive measures including proactive integrity reviews to ensure that Prohibited Practices are prevented in Fund-related Activities and shall investigate reports of suspected Prohibited Practices to determine the veracity of the report and to recommend disciplinary/corrective or mitigation measures, in accordance with its Terms of Reference and other policies standards and procedures of the Fund.
- 12. The GCF may impose administrative sanctions or disciplinary/corrective measures, as appropriate, against any person who or entity which violates this Policy.
- 13. The GCF is entitled to seek the refund or restitution of GCF proceeds and other GCF funds to the extent such funds have been improperly used by the Covered Individual or Counterparty in a Fund -related Activity.



#### VI. Obligations of Covered Individuals

- 14. All Covered Individuals shall refrain from directly or indirectly condoning, encouraging, participating in or engaging in Prohibited Practices. Covered Individuals have a responsibility to avoid situations and activities that might reflect adversely on the GCF, compromise its operations, or lead to real or perceived Conflicts of Interest, as provided in the Human Resources Legal Framework, relevant contractual agreement, or applicable ethics and conflicts of interest policy.
- 15. Covered Individuals shall not encourage any person or entity to violate this Policy.
- 16. As provided in the *Policy on whistleblower and witness* and other relevant policies and procedures of the Fund, Covered Individuals shall report suspected Wrongdoing in relation to any Fund-related Activity.
- A breach of, or failure to observe, the obligations set out in the paragraphs 14 to 16 by Co-Chairs of the Board, Board Members, Alternative Board Members, their Advisers, Board Appointed Officials, External Members of GCF Groups and Panels, the Executive Director, or GCF Staff shall amount to Misconduct, while for other GCF Personnel it shall amount to a breach of contract.

# VII. Obligations of Counterparties

- 18. In any Fund-related Activity, Counterparties shall maintain the highest levels of integrity, accountability and efficiency, refrain from directly or indirectly condoning, encouraging, participating or engaging in Prohibited Practices, and take action to deter, mitigate and correct Conflicts of Interest.
- 19. In accordance with relevant GCF policies, standards and procedures, and subject to the terms of legal agreements concluded between a Counterparty and the GCF, Counterparties shall take timely and appropriate measures to:
- (a) Ensure that Fund-related Activities are carried out in accordance with this Policy;
- Promptly disclose to the GCF any real or perceived Conflicts of Interest in relation to a Fund-related Activity;
- (c) Prevent Prohibited Practices from occurring in relation to a Fund-related Activity, including (but not limited to) adopting, implementing, and enforcing appropriate fiduciary and administrative practices and institutional arrangements to ensure that the Fund proceeds in the form of a grant, loan, contract award, or other forms of financing or support are used only for the purposes for which such financing or support was granted;
- (d) Promptly inform the GCF of Prohibited Practices found, suspected or alleged in connection with a Fund-related Activity;
- Investigate any occurrence of, or report of suspected Prohibited Practices in a Fundrelated Activity and report preliminary and final findings of investigations to the GCF;
- (f) To the satisfaction of the GCF, respond to, mitigate, and remedy any Prohibited Practice that is found to have occurred in a Fund-related Activity and take actions to prevent the re-occurrence of such Prohibited Practice;
- (g) Cooperate fully with the GCF in any IIU investigation into reports of suspected Prohibited Practices in connection with a Fund-related Activity, and take all appropriate measures to ensure the full cooperation of relevant persons and entities subject to such



investigation, including, in each case, allowing the Fund to meet with relevant persons and to inspect all their relevant accounts, records and other documents relating to the GCF-related Activities and have them audited by, or on behalf of the GCF; and

- (h) Ensure that individuals or entities sanctioned by the GCF do not participate in Fundrelated Activities in violation of their administrative sanction.<sup>52</sup>
- 20. Subject to terms of their legal agreements with the GCF, Counterparties that are contracted to carry out a Fund-related Activity shall ensure that GCF funds provided for or resulting from the purposes of any such Fund-related Activity are not, or contractually cause such funds not to be, used by it or by any recipients, including any Executing Entity, to whom the funds are disbursed, for any illegal or improper purposes (including bribery), contrary to any contractual agreements with the GCF, or contrary to any laws of the Host Country in which the Fund-related Activity is to be implemented. This obligation shall be met by taking actions including incorporating in Subsidiary Agreements provisions corresponding to a Counterparty's own rules, policies and procedures which should enable it to comply with this Policy and contractually oblige the Executing Entity to incorporate such provisions in its agreements with third parties relating to the relevant Fund-related Activity.
- 21. Any Counterparty may seek advice from the GCF Secretariat or the IIU regarding its efforts to satisfy the obligations listed under paragraphs 18 and 19.

# VIII. Actions to be taken by the GCF in Cases of Prohibited Practices

#### 8.1 Covered Individuals

- 22. A Staff member who is found to have directly or indirectly condoned, encouraged, participated in or engaged in a Prohibited Practice may be subject to disciplinary measures,  $^{53}$  as provided in the Human Resources Legal Framework.
- 23. Any other GCF Personnel who is found to have directly or indirectly condoned, encouraged, participated in or engaged in a Prohibited Practice may be subject to administrative sanctions, as provided in the terms of the contractual agreement concluded between the GCF Personnel and the GCF.
- 24. With the exception of the role stipulated in paragraph 27, any disciplinary measures or administrative sanctions to be imposed on GCF Personnel shall be determined and enforced by the Executive Director. The Executive Director shall be guided by the findings and recommendations made by the IIU at the conclusion of its investigation of a report of suspected Wrongdoing concerning GCF Personnel as provided for in this Policy. Notwithstanding the foregoing, in the event that the suspected Wrongdoing is alleged to have been committed by GCF Personnel working under the Authority of the IIU, the relevant investigations shall be conducted in accordance with procedures to be approved by the Board.<sup>54</sup>

 $<sup>^{\</sup>rm 52}$  This is subject to the adoption of policies regarding sanctions and exclusions.

<sup>&</sup>lt;sup>53</sup> Corrective measures may include censure, suspension from duty with or without pay or with reduced pay, demotion, reduction in pay, or separation of the staff member from the service of the GCF. A staff member may also be suspended from duty with pay, without prejudice, pending investigation of a charge.

<sup>&</sup>lt;sup>54</sup> Paragraph 7, Annex IV, decision B.06/09. Until such time as the relevant procedures have been approved by the Board, reports of suspected Wrongdoing by GCF Personnel working under the authority of the Head of the IIU shall be addressed by the Ethics and Audit Committee.



- 25. Reports of suspected Wrongdoing concerning GCF Board Appointed Officials (except for the Head of the IIU) or External Members or their Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure or administrative sanction thereto, shall be addressed according to the procedures set out in the Policy on Ethics and Conflicts of Interest for Board Appointed Officials, the Policy on Ethics and Conflicts of Interest for External Members, as appropriate.
- 26. Reports of suspected Wrongdoing concerning the Head of the IIU or her/his Immediate Family Members,<sup>55</sup> the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure thereto, shall be referred to and addressed by the Ethics and Audit Committee, in accordance with the Policy on Ethics and Conflicts of Interest for Board Appointed Officials.
- 27. Reports of suspected Wrongdoing concerning a GCF Personnel of the IIU, or his or her Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any disciplinary measure thereto, shall be referred to and addressed by the Ethics and Audit Committee on an interim basis until an appropriate mechanism or procedure is established by the GCF Secretariat, in consultation with the Board, as stipulated in the Policy on Ethics and Conflicts of Interest for Board Appointed Officials.
- 28. Reports of suspected Wrongdoing concerning a Co-Chair of the Board, Board Member, Alternate Board Member or Adviser or their Immediate Family Members, the investigation of such suspected Wrongdoing, and the determination and enforcement of any corrective measure thereto, shall be addressed according to the procedures set out in the Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund.

#### 8.2 Counterparties

- 29. The IIU shall investigate reports of suspected Wrongdoing regarding Counterparties in accordance with the Fund's investigative standards and procedures, and shall report its findings and recommendations to the Executive Director and the Ethics and Audit Committee. For that purpose, the IIU shall:
- Cooperate closely with the relevant departments or units of Counterparties regarding investigations, guided by cooperation agreements concluded between the IIU and Counterparties; and
- (b) Share best practices and give guidance to support the Fund's readiness activities.
- The GCF has the right to reject or disqualify a proposal for a Fund-related Activity if it determines that the Counterparty has directly or indirectly condoned, encouraged, participated or engaged in any Prohibited Practices in the preparation of the project proposal.
- 31. The GCF has the right, subject to the terms of any legal agreement entered into between a Counterparty and the GCF, to sanction any Counterparty for directly or indirectly condoning, encouraging, participating in, engaging in or otherwise failing to prevent or effectively mitigate any Prohibited Practice in a Fund-Related Activity in accordance with the GCF's policies, guidelines and procedures, as may be adopted and amended from time to time. Administrative sanctions may include:

<sup>55</sup> As defined in the Policies on Ethics and Conflicts of Interest and the Terms of Reference of the IIU.



- (a) Reprimand in reference to a formal letter of reprimand of the Counterparty's behaviour;
- (b) Cancellation or suspension in reference to cancellation or suspension of GCF proceeds (in whole or in part) which have been allocated to a Counterparty but not yet disbursed under a financing agreement or contract for goods or services;
- (c) Debarment in reference to a declaration that a Counterparty, either indefinitely or for a specified period, is ineligible:
  - (1) To be awarded future financing from the Fund;
  - (2) To be awarded a contract financed by the Fund;
  - (3) To benefit from a contract financed by the Fund, financially or otherwise, for example as a subcontractor; and
  - To otherwise participate in GCF-related Activity, in whole or in part;
- (d) Conditional Non-Debarment in reference to a requirement for the Counterparty to comply, within specified time periods, with certain remedial, preventative or other measures as a condition to avoid debarment. In the event the Counterparty fails to demonstrate its compliance with the prescribed conditions within the time periods established, a debarment may automatically become effective for a period; and
- (e) Restitution of funds in reference to restitution of improperly used or diverted GCF proceeds or other GCF Funds.
- 32. Subject to the adoption of the administrative sanctions and exclusions policy, as an interim measure, the EAC will make a preliminary determination of the administrative sanction to be imposed on a Counterparty for confirmation by the Board.

#### IX. Referrals

- 33. The IIU, guided by the IIU's Terms of Reference and the Human Resources Legal Framework, shall refer any report of suspected Wrongdoing which falls outside the competency of the IIU, to the appropriate office, division or unit with the GCF (including the Independent Redress Mechanism) for resolution.
- 34. Where the IIU determines, upon the conclusion of an investigation, that an unlawful or criminal activity has or may be reasonably suspected to have occurred, the IIU may recommend to the Executive Director and the Ethics and Audit Committee that the matter be referred to the component authorities. The Executive Director in consultation with the Ethics and Audit Committee shall determine whether to make the referral. In cases where a Covered Individual who enjoys GCF privileges and immunities is involved in a suspected unlawful or criminal activity, the Executive Director may also determine whether or not to waive the Covered Individual's privileges and immunities.

#### X. Communication and Capacity Building Actions

- 35. The IIU will proactively make known and communicate widely this and other integrity policies and procedures of the GCF to Covered Individuals, Counterparties and other stakeholders through all available means and as far as possible. It shall ensure that channels for reporting suspected Prohibited Practices are easily accessible and available.
- 36. To further the effective implementation of this Policy, the IIU will conduct integrity training in coordination and cooperation with relevant offices of the GCF Secretariat,



Counterparties and other stakeholders. The IIU will promote peer learning and engage in platforms for the sharing of best practices and give guidance that can be helpful in the implementation of Fund-related Activities.

37. The IIU will provide policy and best practice advice and support to Accredited Entities and other relevant stakeholders in developing and implementing their own Prohibited Practices policies and procedures regarding Fund-related Activities.

# XI. Policy administration, monitoring, reporting and review

- The IIU, shall be responsible for the implementation of this Policy. The IIU shall collaborate with the Secretariat to advise and ensure the effective implementation of the policy including regular engagement and communication within the scope of the Policy.
- $_{\rm 39.}$   $\,$  The IIU shall report on the implementation of this Policy, on an annual basis to the Board.
- 40. The Secretariat shall, in collaboration with the IIU, implement this Policy through obtaining appropriate contractual protections and ensuring that obligations of Counterparties stipulated in the Policy are provided for in its legal agreements/arrangements with Covered Individuals and Counterparties and through assessing, reviewing, monitoring and reporting the compliance of Covered Individuals and Counterparties to this Policy.
- 41. The IIU shall proactively monitor and review the implementation of this Policy.
- 42. The Ethics and Audit Committee shall, every three years with the support of the IIU, present a report to the Board on issues related to the implementation of this Policy along with any recommendations for changes to it.

#### XII. Consequential amendments to existing policies

- 43. The definition of "Prohibited Practices" in the Policies on Ethics and Conflicts of Interest for Board (including alternate Board members and advisers), External Members and Board Appointed Officials (other than the Executive Director) is hereby amended such that with respect to:
- (a) The 'Policy on Ethics and Conflicts of Interest for the Board of the Green Climate Fund', the definitions in paragraph 3(m)(i)-(v) of Annex I to decision B.09/03 shall be deleted and replaced with the definitions set out in paragraphs 6(n)((i)-(ix)) above, to read as follows:
  - (i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
  - (ii) "Fraud" or "Fraudulent practice" means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;



- (iii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
- (iv) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
- (v) "Obstructive practice" includes:
  - (1) Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
  - Making false statements to investigators in order to materially impede a Fund investigation;
  - (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
  - (4) Materially impeding the Fund's contractual rights of audit or access to information:
- (vi) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;
- (vii) "Money Laundering"<sup>56</sup> is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence:
- (viii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;
- (ix) "Financing of Terrorism" or "Terrorist Financing" is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;<sup>57</sup>

<sup>&</sup>lt;sup>56</sup> Based on definitions used in the Interim Policy, as elaborated in the AML/CFT policy (decision B.18/10).

<sup>57</sup> Id



- (\*) "Harassment" means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment;
- (b) The 'Policy on Ethics and Conflicts of Interest for External Members of the Green Climate Fund', the definitions in paragraph 3(n)(i)-(v) of Annex XXVI to decision B.10/13 shall be deleted and replaced with the definitions set out in paragraphs 6(n)((i)-(ix)) above, to read as follows:
  - (i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
  - (ii) **"Fraud" or "Fraudulent practice"** means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;
  - (iii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
  - (iv) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
  - (v) "Obstructive practice" includes:
    - (1) Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
    - (2) Making false statements to investigators in order to materially impede a Fund investigation;
    - (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
    - (4) Materially impeding the Fund's contractual rights of audit or access to information:
  - (vi) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;
  - (vii) "Money Laundering" 58 is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of

<sup>58</sup> Based on definitions used in the Interim Policy, as elaborated in the AML/CFT policy (decision B.18/10).



concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;

- (viii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness:
- (ix) "Financing of Terrorism" or "Terrorist Financing" is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;<sup>59</sup>
- (x) "Harassment" means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment.; and
- (c) The 'Policy on Ethics and Conflicts of Interest for Board Appointed Officials', the definitions in paragraph 5(o)(i)-(v) of Annex V to decision B.13/27 shall be deleted and replaced with the definitions set out in paragraphs 6(n)((i)-(ix)) above, to read as follows:
  - (i) "Corruption" or "Corrupt practice" means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, entertainments, favours, invitations, and benefits of any kind) or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or to causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
  - (ii) "Fraud" or "Fraudulent practice" means any act or omission, including misrepresentation or concealing material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other undue advantage for oneself or for a third party, or to avoid an obligation;
  - (iii) "Coercion" or "Coercive practice" means the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
  - (iv) "Collusion" or "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;



- (v) "Obstructive practice" includes:
  - (1) Deliberately destroying, falsifying, altering, concealing, or unreasonably withholding evidence or other requested information, documents or records, which are material to a Fund investigation;
  - (2) Making false statements to investigators in order to materially impede a Fund investigation;
  - (3) Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Fund investigation or from pursuing a Fund investigation; or
  - (4) Materially impeding the Fund's contractual rights of audit or access to information;
- (vi) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to a Fund-related Activity, either committed intentionally or through reckless disregard;
- (vii) "Money Laundering" 60 is as more clearly defined in Clause 12(g) of the GCF AML/CFT Policy and refers to: (a) the conversion or transfer of property, knowing that such property is derived from the crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions; (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of or rights with respect to property, knowing such property is derived from crime; or (c) the acquisition, possession or use of property knowing at the time of receipt such property was derived from a criminal offence;
- (viii) "Retaliation against Whistleblowers or Witnesses" means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistleblower or Witness (as such terms are defined in the relevant GCF policy), or person associated with a Whistleblower or Witness, because of his or her report of suspected Wrongdoing or cooperation with a Fund investigation by the Whistle-blower or Witness;
- (ix) "Financing of Terrorism" or "Terrorist Financing" is as more clearly defined in Clause 12(f) of the GCF AML/CFT Policy, and means the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism;<sup>61</sup>
- (x) "Harassment" means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment.
- 44. The definitions of Prohibited Practices in this Policy shall replace the definitions and scope of Prohibited Practices in any other existing GCF Policy.

<sup>60</sup> Based on definitions used in the Interim Policy, as elaborated in the AML/CFT policy (decision B.18/10).

<sup>61</sup> Id



# XIII. Effective Date

This Policy shall come into effect upon approval of the Board of the GCF from 28 February 2019 and supersede the Interim Policy on Prohibited Practices, as contained in decision B.12/31, paragraph (h).

. . . . . . .

# Annex 4- Contract Example Additional Prime Donor Terms and General Conditions may be added to the contract once funding is awarded

#### **CONTRATO DE LOCACION DE SERVICIOS PROFESIONALES**

Conste por el presente documento, el Contrato de Locación de Servicios Profesionales que celebran de una parte **Fundación Conservación Internacional**, con RUC Nº 20258679637, debidamente representada por Luis Gerardo Espinel Cuba, Vicepresidente Perú, identificado con DNI Nº 09643459, con domicilio legal en Av. Antonio Miró Quesada N° 425, oficina 513, distrito de Magdalena del Mar, provincia y departamento de Lima, Perú, a quien en adelante se le denominará **CI-PERU**; y de la otra parte , identificada/o con DNI N° , con domicilio , provincia y departamento de , a quien en adelante se le denominará **EL LOCADOR** en los términos y condiciones siguientes:

#### PRIMERO. -

**CI-PERU** es una institución sin fines de lucro que tienen por finalidad el desarrollo de proyectos destinados a la conservación de ecosistemas naturales. Para estos efectos, **CI-PERU** obtiene financiamiento a través de contribuciones de diversas instituciones nacionales y extranjeras.

Actualmente, debido al desarrollo del proyecto: "Escalar el modelo de cogestión de las Reservas Comunales para reducir las emisiones y construir resiliencia en los pueblos indígena de la Amazonia Peruana", CI-PERU requiere los servicios de EL LOCADOR a efectos que éste le brinde los servicios que se indican en el Anexo 1 del Contrato, Términos de Referencia, el cual forma parte integral de éste.

#### **SEGUNDO. -**

**EL LOCADOR** es un profesional con experiencia, quien desarrolla o ha desarrollado para diversas organizaciones encargos similares a los señalados en el Contrato, por lo que declara encontrarse capacitado profesional y técnicamente para brindar los servicios requeridos por **CI-PERU**.

#### TERCERO. -

Mediante el presente, **CI-PERU** conviene en contratar los servicios de **EL LOCADOR** con la finalidad que brinde los servicios descritos en el Anexo 1 del Contrato.

Para estos efectos, **EL LOCADOR** se compromete a cumplir con las obligaciones asumidas en virtud del Contrato, dentro de los mayores estándares de calidad y profesionalismo, garantizando el logro cabal del objetivo propuesto.

#### **CUARTO. -**

Las partes convienen en que el presente contrato es de naturaleza civil y es regulado por el artículo 1764º y siguientes del Código Civil Peruano. En este sentido, queda establecido que la presente relación contractual no generará ningún vínculo de dependencia ni subordinación, y que, consecuentemente, no originará relación laboral alguna entre **EL LOCADOR** y **CI-PERU** por lo que éste no tendrá ningún derecho ni beneficio adicional que la ley otorgue a los trabajadores dependientes, tales como gratificaciones, Compensación por Tiempo de Servicios, vacaciones, bonificaciones, ni ningún otro beneficio social.

#### QUINTO. -

El presente contrato no supone la exclusividad en la prestación de los servicios de **EL LOCADOR**, por lo que éste podrá, en caso de así considerarlo conveniente, continuar prestando sus servicios a terceros o iniciar la prestación de servicios adicionales a terceros, en tanto esto no perjudique el cumplimiento de lo acordado en el presente contrato, bajo responsabilidad de **EL LOCADOR**.

Asimismo, queda claramente establecido por la naturaleza del contrato, que **CI-PERU** no establecerá el horario en el que **EL LOCADOR** brindará sus servicios, por lo que no estará sujeto a la jornada de trabajo de **CI-PERU**.

#### SEXTO. -

CI-PERU se obliga con EL LOCADOR a abonarle como contraprestación por sus servicios profesionales la suma de S/ ( y 00/100 Soles), incluido el IGV/ incluidos los impuestos de ley.

Los pagos se realizarán cumpliendo el proceso estipulado en el Anexo 3 del Contrato, Proceso de pagos a Contratos CI-Perú, el cual forma parte integral de éste. Se harán efectivos de la siguiente manera:

- S/ Por avance a la entrega y aprobación del Producto 1.
- S/ Por avance a la entrega y aprobación del Producto 2.
- S/ Por avance a la entrega y aprobación del Producto 3.
- S/ Por avance a la entrega y aprobación del Producto 4 (Final).

Asimismo, queda establecido que el honorario profesional y los pagos a cuenta pactados se encuentran afectos a los descuentos correspondientes establecidos por la Ley del Impuesto a la Renta, quedando **EL LOCADOR** obligado a emitir a favor de **CI-PERU** el correspondiente comprobante de pago, indicando los siguientes datos:

RAZON SOCIAL: FUNDACION CONSERVACION INTERNACIONAL

RUC: 20258679637

DIRECCION: Av. Antonio Miró Quesada 425, Oficina 513, Magdalena del Mar

# **SEPTIMO.** -

**EL LOCADOR** se compromete a realizar cualquier ampliación o aclaración razonable que **CI-PERU** pudiese solicitar del informe dentro de los 15 días de solicitada ésta, sin que esto implique una extensión del Contrato o la suscripción de un contrato nuevo, por lo que no le otorgará derecho a recibir ninguna otra contraprestación adicional a las establecidas en el Contrato.

### OCTAVO. -

**EL LOCADOR** se obliga a contratar un seguro contra accidentes que deberá incluir un seguro de vida. Para los efectos de esta obligación, **EL LOCADOR** debe haber entregado a **CI-PERU** antes de la celebración de este contrato, una copia de la póliza de seguro contratado, el cual deberá estar vigente durante todo el plazo del Contrato y sus respectivas enmiendas o adendas. En caso **EL LOCADOR** no cumpla con enviar la copia de dicha póliza antes de la firma de contrato o enmienda, **CI-PERU** podrá optar, a su sola elección, resolver el Contrato de pleno derecho de acuerdo con lo dispuesto en la Cláusula Décima y solicitar la devolución de cualquier avance entregado.

#### **NOVENO. -**

El plazo del contrato es de **( ) meses**, tiempo estimado para el cumplimiento del encargo. El plazo del Contrato se computará a partir del y finalizará el .

Queda establecido que, cumplido el plazo indicado, el presente contrato quedará resuelto de pleno derecho y de pleno derecho, sin que sea necesario para ello dar aviso previo a **EL LOCADOR**, salvo que las partes suscriban oportunamente una ampliación del plazo para la realización del encargo otorgado mediante el Contrato o por la asignación a **EL LOCADOR** de un encargo adicional, el cual deberá constar en una adenda al Contrato.

#### **DECIMO.** -

Sin perjuicio de lo establecido en la cláusula anterior, **CI-PERU** podrá resolver el presente contrato (i) sin expresión de causa, con un preaviso de 30 días; o (ii) de pleno derecho en caso de que **EL LOCADOR** incumpla con alguna de las obligaciones que asume expresamente o que le correspondan en virtud de la naturaleza del Contrato o que deba observar conforme a Ley, mediante una comunicación escrita a **EL LOCADOR** comunicando tal decisión.

De igual forma, **EL LOCADOR** podrá dar por resuelto el presente contrato sin expresión de causa, con un preaviso de 30 días anteriores a la fecha de resolución y con la obligación de entregar a **CI-PERU** los avances del encargo, informes y recibos o facturas correspondientes

En cualquier caso, las partes acuerdan que, si el Contrato es resuelto antes del plazo de vencimiento, **EL LOCADOR** no tendrá derecho a reclamar el pago de ninguna indemnización ni reembolso por cualquier gasto realizado para el cumplimiento de sus funciones y labores, encontrándose obligado a devolver cualquier suma de dinero que le haya sido entregada por adelantado de sus honorarios dentro de los 15 días siguientes a la resolución del Contrato.

# **DECIMO PRIMERO. -**

Todos los derechos de autor sobre los encargos, informes o resultados derivados de los servicios de EL LOCADOR de conformidad con el Contrato pertenecerán a CI-PERU.

Todos los conocimientos e información que **EL LOCADOR** pueda adquirir de **CI-PERU** y los obtenidos como consecuencia del desarrollo del proyecto, serán mantenidos en absoluta reserva y no deberán ser utilizados, ni revelados a terceros sin la previa autorización de **CI-PERU**. Esta obligación permanecerá vigente a pesar de que el Contrato haya concluido, sin importar el motivo por el cual se haya producido dicha situación. El incumplimiento de la obligación establecida en la presente cláusula hará responsable a **EL LOCADOR** de los perjuicios que produzca, debiendo indemnizar por todos y cualquier daño, previsible o no previsible, que se causen a **CI-PERU**.

En este sentido, todo producto creado, preparado, procurado, generado o producido por **EL LOCADOR** bajo este contrato y entregado a **CI-PERU**, que incluya pero que no se limite a información cruda o procesada, artículos, informes, dibujos, bases de datos de computadora y todos los demás memoranda (en conjunto denominados "Productos"), pertenecerán sola y exclusivamente a **CI-PERU**. Todos los Productos serán considerados como "servicios brindados por contrato" según el significado de la ley de propiedad intelectual de los Estados Unidos, y **CI-PERU** será considerado como el autor de los Productos. Si por alguna razón algún Producto no es considerado como "servicio brindado por contrato", o si todos los derechos en y para cada producto no son considerados como pertenecientes a **CI-PERU**, **EL LOCADOR** por este medio cede

y transfiere irrevocablemente a **CI-PERU** todos los derechos que puede retener en y para los Productos para **CI-PERU** y renuncia a todos sus derechos, titularidad e interés en y para los Trabajos, incluyendo los derechos morales. A solicitud de **CI-PERU** y a sus expensas, **EL LOCADOR** acepta cooperar con **CI-PERU** y ayudarle a ejercer sus derechos en y para los Trabajos, incluyendo la ejecución de documentos apropiados.

Adicionalmente, **EL LOCADOR** concede a **CI-PERU** un permiso no exclusivo, irrevocable y libre de regalías para reproducir, traducir, publicar, usar y desechar, y para autorizar a otros a hacer lo mismo con todo el material cuyos derechos se han registrado o que se pueden registrar y que no han sido producidos o elaborados primero por **EL LOCADOR** en la realización de este contrato, pero que está incorporado en los Trabajos, en el supuesto que dicho permiso sólo se concede en la medida en que **EL LOCADOR** posee actualmente, o que puede adquirir antes de concluir el contrato, el derecho a conceder tal permiso sin estar sujeto al pago de compensaciones a terceros exclusivamente debido a dicha concesión. En la medida en que los Trabajos contengan material para el cual **EL LOCADOR** carece de derecho a conceder tal permiso, **EL LOCADOR** asumirá la responsabilidad de adquirir todos los derechos necesarios para que **CI-PERU** pueda usar, reproducir, traducir, publicar y desechar todo ese material.

#### **DECIMO SEGUNDA. -**

**EL LOCADOR** se obliga a realizar las actividades que por el Contrato se le encomiendan, dentro de la más estricta observancia de las disposiciones legales o reglamentarias correspondientes, dentro de los más altos estándares de exigencia, incluyendo las normas de conducta y ética, tanto en el ejercicio de su profesión u oficio como de la realización o ejecución de los proyectos de **CI-PERU**. **EL LOCADOR** se compromete a cumplir con lo estipulado en el Anexo 2 del Contrato, Código de Ética de CI, el cual forma parte integral de éste. De igual forma, **EL LOCADOR** garantiza el cumplimiento, hoy y durante el periodo de ejecución del contrato, de la Política de Prácticas Prohibidas del Fondo Verde del Clima (Anexo 4).

#### **DECIMO TERCERA. -**

**EL LOCADOR** declara que para la prestación de los servicios materia del presente contrato, podrá valerse de terceras personas, las mismas que contarán con experiencia, conocimiento y capacitación necesaria para la prestación de los servicios materia del presente Contrato.

Así, por el objeto del contrato y el lugar de prestación de los servicios, **CI-PERU** se reserva el derecho verificar la idoneidad de las terceras personas de las podrá valerse **EL LOCADOR** durante la prestación de los servicios. De la misma forma, **EL LOCADOR** no podrá suplantar a los terceros, sin que **CI-PERU** haya realizado el procedimiento de verificación de idoneidad antes mencionado.

#### **DECIMO CUARTA. –**

Las partes establecen en forma expresa que el Contrato tiene naturaleza civil, por lo que no existirá relación laboral alguna entre CI-PERU, EL LOCADOR y/o los terceros que EL LOCADOR utilice para la prestación de los servicios.

En este contexto, **EL LOCADOR** será el único y exclusivo responsable de todas las obligaciones legales emergentes de la prestación de los servicios de dichas personas, incluidas, pero sin limitarse a ellas, de carácter civil o laboral de ser el caso, previsional, tributario, comercial y/o de cualquier otra índole frente o en relación con dichos terceros.

Así, **EL LOCADOR** libera expresamente a **CI-PERU** de toda responsabilidad por retribuciones, remuneraciones, beneficios sociales, materias resarcitorias o indemnizatorias por los daños personales, pérdidas de vidas, accidentes individuales o colectivos, enfermedades comunes o profesionales de los terceros que pueda valerse para la prestación de los servicios.

Por ende, **EL LOCADOR** asume completa responsabilidad e indemnizará y mantendrá indemne a **CI-PERU**, instituciones vinculadas por cualquier reclamo judicial o extrajudicial, de naturaleza contractual o extracontractual o de cualquier naturaleza, incluyendo la materia reclamada, costos y costas, gastos de abogados y otros gastos, que pudieran presentar contra **CI-PERU**, sus instituciones vinculadas o los gerentes o directores de los mismos, el personal del que se sirva **EL LOCADOR**, los cónyuges, herederos y/o beneficiarios legales de dicho personal, incluyendo a aquellas personas que estuvieran relacionados con el pago de honorarios profesionales o sueldos y salarios, compensaciones, pago de vacaciones, indemnizaciones, licencias por enfermedad, beneficios sociales, impuestos, contribuciones, prestaciones de salud y cualquier otro concepto, todo ello relacionado con las obligaciones laborales, tributarias, previsionales y de otra índole que deba cumplir **EL LOCADOR** por mandato legal o contractual.

#### **DECIMO QUINTA. -**

**EL LOCADOR** tomará por su cuenta y costo un seguro de Accidentes Personales, tanto para él como para los terceros que utilice durante la prestación de los servicios que cubra indemnizaciones y curaciones por persona, y deberá permanecer vigente durante el tiempo que dichos terceros se encuentren brindando servicios con ocasión del presente contrato.

#### **DECIMO SEXTA. -**

Cualquier aviso y/o notificación emergente del Contrato se hará efectivo en el domicilio señalado por cada parte al inicio de este instrumento.

#### **DECIMO SEPTIMA. -**

En ningún caso el retraso u omisión de **CI-PERU** en el ejercicio de cualquier acción o derecho derivado del presente contrato o su falta de ejercicio de conformidad con sus términos, operará como una renuncia a dicha acción o derecho, ni perjudicará de otra manera los derechos y acciones disponibles de **CI-PERU** bajo este Contrato. Toda renuncia de alguna acción o derecho por parte de **CI-PERU** deberá constar por escrito y dicho documento no implicará o se interpretará como una renuncia de cualquier otra acción o derecho por parte de este.

#### **DECIMO OCTAVA. -**

**EL LOCADOR** por este medio acuerda y se compromete a indemnizar a **CI-PERU**, sus empleados, administradores, representantes y/o directores por y en contra de cualquier responsabilidad, demanda, acción, daños, gastos y costos (incluyendo honorarios legales) que se originen como consecuencia de cualquier reclamo, acción, o cualquier procedimiento de cualquier naturaleza en relación con, o derivado de, la ejecución de sus servicios o cumplimiento de este contrato.

#### **DECIMO NOVENA. -**

En caso de cualquier controversia que no pueda ser resuelta amigablemente entre las partes, ambas renuncian al fuero de sus domicilios y se someten a la jurisdicción y competencia de los Juzgados y Tribunales Judiciales de la ciudad de Lima.

El presente documento es firmado el	n señal de conformidad de	lo estipulado por ambas partes.
Luis G. Espinel Cuba Vicepresidente Perú CI-PERU	CONSERVACIÓN INTERNACIONAL Perú	EL LOCADOR
Fecha:		Fecha:
Ciudad:		Ciudad:

# **Annex 5: CI's Budget Proposal Template**

# BUDGET PRO PO SAL

Expense Line	Unit Cost	Quantity	Total	Remarks
Staff				-
Team Leader				
Specialist 1				
Specialist 2				
Specialist 3				
Specialist 4				
Specialist X				
Professional Services				-
Supplies				-
Office Supplies				
Field Supplies				
Travel Expenses				-
National Airfare				
International Airfare				
Local Transportation				
Lodging				
Meals				
Meetings and Special Events				-
Meeting and Workshops				
Ev ents				
Others*				-
TO	TAL			-

<sup>\*</sup>Specify any other expense reco gnized for the develo pment of the co nsultancy