

**Amendment #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 [convocatoriasperu@conservation.org](mailto:convocatoriasperu@conservation.org)

**RFP NUMBER AND TITLE: #1 “Services to Support the Development of a Green Climate Fund Proposal 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 #1 on the following pages.**

## ORIGINAL RFP #1



Date: 13/03/2020

### **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 GCF Proposal" to "[convocatoriasperu@conservation.org](mailto: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 1) and the Green Climate Fund's Policy on Prohibited Practices (Annex 2).

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 [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com)

# **Request for Proposals**

**RFP # 1**

For the provision of

Services to Support the Development of a Green Climate Fund Proposal for Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon

Contracting Entity:

CI-Peru

**Section 1. Instructions and General Guidance**

- 1.1** Introduction
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**Section 2. Objectives, Scope of Work, Deliverables, and Deliverables Schedule**

**Annexes**

- Annex 1** **Terms of Reference**
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  - Annex 5** CI's Budget Proposal Template
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## **Section 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.

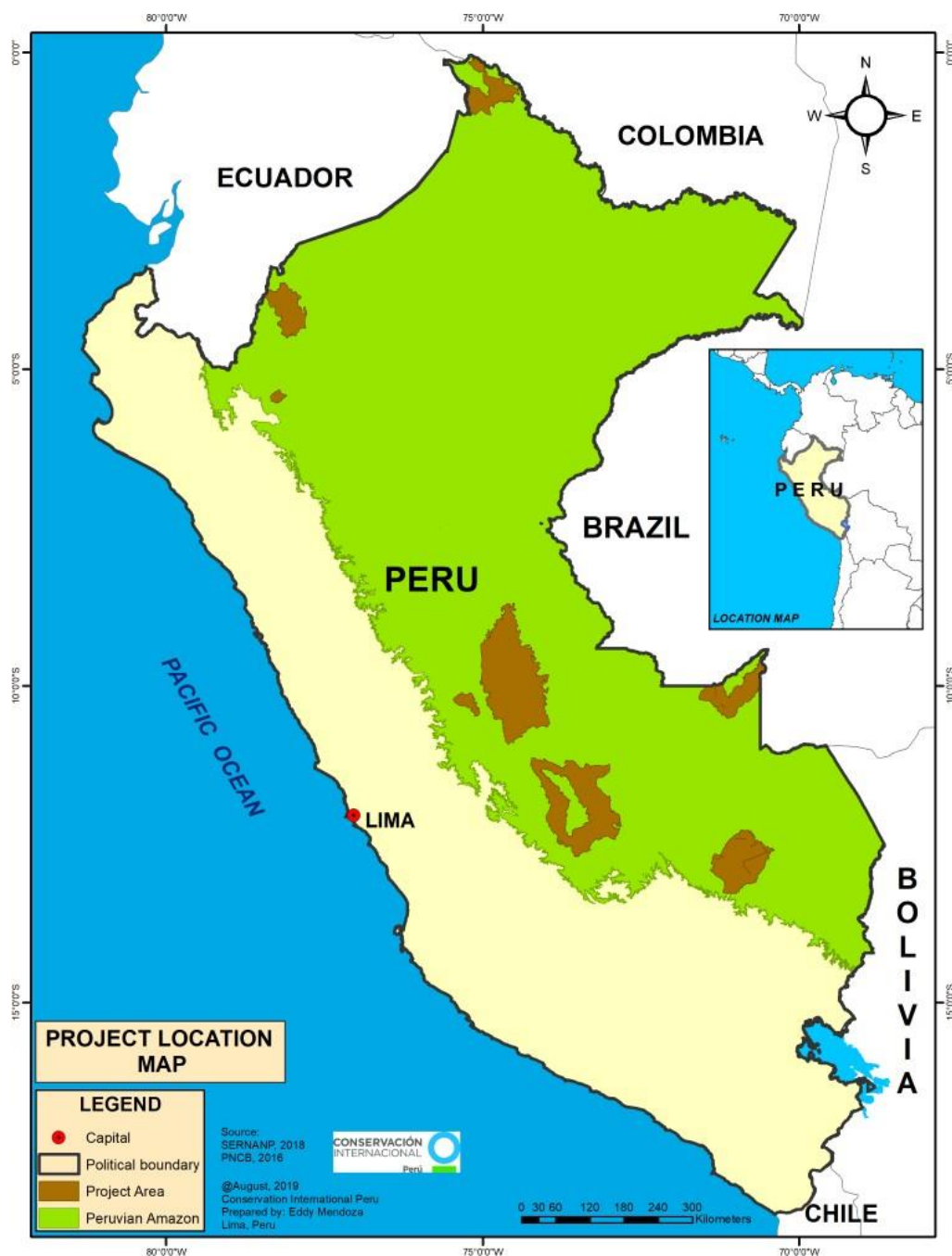
The proposed project aims to empower indigenous people to adapt to increased temperatures, changing rainfall patterns, and resultant negative impacts on food security and livelihoods while protecting, restoring and sustainably managing 5 million ha of forests in the Peruvian Amazon. These goals will 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 co-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>:

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<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 Yanasha.

**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 MtCO<sub>2</sub>eq 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 team have to remain available to answer questions and support CI in the finalization of the Funding Proposal until GCF approves the final proposal.

### **1.2.2 Location of work**

Consultant(s) 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. If a team of people is proposed, CI will execute a consulting contract with a single individual, firm, or organization, which will serve as the lead entity and be responsible for contractual and financial arrangements with all others.

In case the offeror is a group of individuals, a unique contractor of the team must be chosen to subcontract the entire team and will be responsible of the logistics and payments subscribed on the contract.

## **1.3 Offer Deadline and Chronological List of Proposal Events**

Offerors shall submit their offers electronically to "[convocatoriasperu@conservation.org](mailto: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                         | 13/03/2020        |
| <b>RFP republished</b>                | <b>08/04/2020</b> |
| <b>Deadline for written questions</b> | <b>17/04/2020</b> |
| <b>Proposal due date</b>              | <b>26/04/2020</b> |

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

Interested Offerors can submit their questions to "[convocatoriasperu@conservation.org](mailto:convocatoriasperu@conservation.org)" indicating the subject: "Consultancy GCF Proposal".

#### **1.4 Instructions for Submission**

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

1. Cover letter signed 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 considered to be in the best interest of CI.

**1. Cover letter signed by an authorized representative of the offeror.** It's recommended to indicate the individuals, consulting firms or organization experience

#### **2. Technical proposal**

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

- **Part 1:** Technical Approach, Methodology and Detailed Work Plan (3-5 pages)  
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:** Management, Key Personnel, and Staffing Plan (2-5 pages)  
This section should include the position title, level of effort (in days), clearly defined roles and responsibilities, and summary of skills of key personnel. CVs for key personnel should also be included as an annex to the technical proposal and will not count against the page limit (See reference of consultant profile in Section 2).
- **Part 3:** Corporate Capabilities, and Experience and Past Performance (2-4 pages)  
Offerors should highlight any experience with similar projects, especially those funded by public or multilateral donors, including the Global Environment Fund and/or the GCF. Please include descriptions of similar projects or assignments and at least three client references if available. Finally, it is recommended to include documentation of the constitution of the consulting firm or organization.



### 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 cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient 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.

|   | <b>Payments</b> | <b>Amount</b>           | <b>Condition</b>                                |
|---|-----------------|-------------------------|---|
| 1 | First Payment   | 15% of the total amount | First deliverable previous approval             |
| 2 | Second Payment  | 15% of the total amount | Second deliverable previous approval            |
| 3 | Third Payment   | 20% of the total amount | Third and fourth deliverables previous approval |
| 4 | Fourth Payment  | 20% of the total amount | Fifth and sixth deliverables previous approval  |
| 5 | Fifth Payment   | 30% of the total amount | Full Funding Proposal Revision                  |

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.

|            | <b>Evaluation Criteria</b>   | <b>Total Possible Points</b> |
|------------|--|------------------------------|
| <b>I</b>   | <b>Technical Proposal -Part I- Technical Approach, Methodology, and Detailed Work Plan</b>   |                              |
| 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                           |
| <b>II</b>  | <b>Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan</b>   |                              |
| 1          | Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?                           | 10                           |
| 2          | CVs for the above indicated technical staff demonstrate qualifications   | 10                           |
| <b>III</b> | <b>Technical Proposal -Part III - Corporate Capabilities, and Experience and Past Performance</b>  |                              |
| 1          | Does the Offeror have experience relevant to the project Scope of Work, including work with Indigenous Peoples?  | 10                           |
| 2          | Does the Offeror have experience working in Peru?  | 10                           |
| 3          | Does the Offeror have experience working with public or multilateral donors, including the Global Environment Fund and/or the GCF?                           | 15                           |
| <b>III</b> | <b>Cost Proposal</b>   |                              |
| 1          | Does the proposal offer the lowest cost and clear and realistic budget narrative   | 20                           |
|            | <b>Total</b>   | <b>100</b>                   |

**Section 2.  
Schedule**

**Objectives, Scope of Work, Deliverables, and Deliverables**

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

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

### **Consultancy Name:**

**“Services to Develop a Green Climate Fund Proposal 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 indigenous communities, and indigenous groups will be responsible to orient project implementation.

Through this project CI expects to achieve the following outcomes:

1. Strengthened awareness, governance and institutional and regulatory systems for climate-responsive 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 MtCO<sub>2</sub>eq of reduced emissions in 5 million hectares of the Peruvian Amazon.

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<sup>2</sup> Reserva Comunal de Airo Pai, Reserva Comunal de Amaraeri, 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 Yanasha.

#### 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 develop in coordination with local partners, including representatives of IPLCs (National Association of Communal Reserves Administrators of Peru - ANECAP), 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".

The team of consultants will frequently coordinate and take guidance from the CI-Peru team. The consultants will also work closely with the project partners (*Desarrollo Rural Sostenible* - DRIS NGO and ANECAP), that has been contracted to implement the stakeholder consultation process in the 10 CRs for the design of the project. Coordination with DRIS will ensure high quality outputs of the consultation process addressing the consultation needs related to the CRs for the design of the project.

### **4. Objectives of the consultancy**

Develop in coordination with local partners, including representatives of IPLCs (ANECAP), a full funding proposal to the GCF for the project "Scaling the Communal Reserve Co-Management to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon", including the applicable annexes.

### **5. Key Activities**

The key activities for this consultancy are the following:

1. Develop a consolidated and well consulted Funding Proposal prepared in line with GCF requirements and in coordination with IPLCs and its representatives (ANECAP, ECAs and IPLCs), by including field visits to the 10 Communal Reserves.
2. Develop an Environmental and Social Assessment and Management Plan for the project following Environmental and Social Safeguards Framework of CI and GCF.
3. Coordinate the inputs on gender issues and ensure that gender considerations are fully mainstreamed into all relevant components of the Funding Proposal.
4. Develop a participatory Gender Analysis and Gender Action Plan for the project.
5. Develop a baseline study with the purpose to support a detailed project design and long-term adaptation and mitigation impact measurement of the project.

6. Develop a feasibility study to assess the feasibility of successfully implementing the project activities.

## 6. Deliverables

### A. Deliverable 1: Inception Report

This Inception Report should contain the detail workplan, including the kickoff meeting with partners and CI staff, overall approach, frequency of communication and coordination and timeline of deliverables and of the field visits related with the stakeholder consultation process, to be realized in coordination with DRIS and ANECAP. This report will also include a list of information needed (secondary data sources) for the full funding proposal elaboration.

### B. Deliverable 2: Baseline study on deforestation, climate change impacts on ecosystems services, local economic sectors, climate vulnerability and risks, quantified GHG emissions, fires, food security, floods and droughts

#### Objective

- The consultants shall identify a method to assess climate vulnerability and risk based for the human system and ecosystem of the 10 CRLs based on secondary data including SERNANP's study on the state of vulnerability of Protected Areas in Peru, data from the National Forest Monitoring System, the Environmental Information System and the Ecosystem Map (SERNANP, 2018), regional climate change strategies and information from SENAMHI, and other sources of data on climate change vulnerability and impacts<sup>3</sup>.
- The consultant will also compile existing data for an ecological baseline study to support detailed design and long-term impact monitoring of the project, including the following information:
  - A CRL ecosystem baseline assessment including historical deforestation, forest cover and degraded ecosystems.
  - A spatial assessment of [GHG/carbon] emissions as it relates to Communal Reserves.
  - Strategies to decrease GHG emissions and increase GHG removal.
  - Climate change's threats to the local community's health, ecosystem services and economic sector within CRLs. Fires, drought, and floods.

The baseline study is not intended to provide a general scientific overview of all climate impacts in the country and should be focused on the necessary data for project design and monitoring. The baseline study must be concise and based on the best available information, including official information from the government of Peru. Developing the baseline will be part of an iterative process and will be guided by design decisions that will be made and iterations of the log frame.

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<sup>3</sup> The climate change impact analysis needs to be presented in a context-specific basis, recalling that in each of the 10 Community Reserve landscapes, ecosystems and ecosystem services are varied, the use of the lands differs, and the impacts related to climate change and climate variability also vary. This heterogeneity and specific analysis need to be reflected in the baseline and project design. To this end and based on criteria the CRs may be aggregated and characterized at the aggregated level from an ecological and socio-economic perspective, including value chains and livelihoods. Primary data may be gathered, and problem tree analysis shall be gathered during stakeholder consultations.

## Deliverable

- A baseline study with the purpose to support a detailed project design and long-term adaptation and mitigation impact measurement of the project.

## Activities and Responsibilities:

- Estimate Business-as-usual baseline of deforestation drivers related with local commodities. Regarding the value chains, the study should provide description of the baseline situation of the most economically important value chains in the landscapes around each reserve, including the gap analysis of each stage as well as the market analysis.
- The study should clearly describe what “additional” low-emission and climate-resilience building factors will be added in the value chain stage. GCF funding will cover the additional “climate-proofing” of the value chain stages.
- Assess historical extent and change of forest cover to illustrate deforestation, land uses change, flood and drought risk areas, trends and rates of change for the baseline scenario. Quantify the carbon stock in CRLs. Assessment should also include quantifying the current (if any) GHG emissions by intact forest, degraded ecosystems (or areas with other land uses), and the potential emission reductions of the mitigation activities of the project.
- Context-specific drivers of deforestation need to be included, based on a problem tree analysis for each CR. Specific causality analysis needs to be developed for the community reserves as a conservation category, but also considering the specificities of each reserve.
- Analyze and present the available and collected data to establish the mitigation baseline and estimate the mitigation potential of the project (e.g. ecological status of ecosystems, detailed carbon stock and fluxes study) including the assumptions and information sources for the project mitigation potential calculation<sup>4</sup>. The project calculations should be consistent with national reporting.
- Develop and present mitigation monitoring protocols to achieve improved carbon-balance through the activities proposed under the GCF project.
- Undertaking technical analysis to clarify the changes in biophysical and climatic conditions and impacts associated with those shifts such as changes in flood, drought and fish life cycles.
- Assessment of local communities’ vulnerability based on available secondary data. Analyze the impact of climate change on local communities in and around the target areas using spatial tools to develop vulnerability maps. Identify and evaluate potential adaptive measures to address vulnerabilities identified in the above-mentioned and other studies.
- Analyze the socio-economic and climate related stress factors and vulnerabilities of local communities, and other economic sectors in the context of climatic and anthropogenic threats.
- In terms of describing the land use pressures and potential socio-environmental conflicts, indicate the current context related to mining activities, oil extraction, coca cultivation and other illegal/informal practices, including illegal timber and non-timber forest products harvesting in the intervention and surrounding areas.
- Describe the existing climate information systems and local monitoring and early warning systems as part of adaptation measures and actions.

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<sup>4</sup> Enhancement of forest carbon stocks through restoration is expected to be included as part of the calculations.

### **C. Deliverable 3: Feasibility Study**

#### Objective

- Develop a feasibility study to assess the feasibility of successfully implementing the project activities.

#### Deliverable

- Feasibility study report.
- Economic and/or financial analyses in spreadsheet format.

#### Activities and Responsibilities:

- Presenting technical, environmental, social, policy assessment of feasible options/solutions for the proposed intervention.
- Uses primary and secondary data sources for the deeper analysis and testing of each feasible option.
- Include a description of the contextual situation related to local production and market opportunities<sup>5</sup>.
- Proposing outcomes and recommendations with the most feasible and sound options for the project.

### **D. Deliverable 4: Environmental and Social Safeguards Management Plan**

#### Objective

- Develop the relevant safeguard plans/mitigation measures as identified by the Safeguard Screening Process and in accordance with CI's and GCF's Environmental and Social Safeguard Policies.

#### Deliverables

- Accountability and Grievance Mechanism.
- Environmental Management Plan (EMP), including a Limited ESIA.
- Indigenous Peoples Plan (IPP).
- Summary of the consultations and of the stakeholder engagement plan.
- Any other Safeguard Plan as needed (during the project development phase, details of the activities of the project and new information may trigger other safeguard policies).

#### Activities and Responsibilities

- Support the comprehensive stakeholder consultation process implemented by local partners (ANECAP and DRIS NGO) and provide inputs for the stakeholder engagement plan. Promote quality, alignment with GCF and CI policies and ensure timely delivery of outputs and reports.
- Carry out a limited Environment and Social Impact Assessment (ESIA) of activities related to the direct and indirect areas of influence of the project and clearly identify and addresses direct and indirect, as well as cumulative and potential residual, impacts. Ensure adequate consultation and disclosure.

Given that the project will be carried out in Natural Protected Area and involve restoration activities, the project must conduct a limited ESIA to demonstrate that the proposed restoration activities will restore or improve biodiversity and ecosystem composition, structure

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<sup>5</sup> This should reflect the differences between agricultural value chains (e.g. coffee, cocoa, rubber, brazil-nut, others) and their relevance and priority for each of the 10 communal reserves.



and functions, and that the agroforestry activities are environmentally appropriate, socially beneficial and economically viable.

The assessment should also examine impact as it relates to community health, safety and security, and resource efficiency and pollution prevention.

Further, since the project areas will include Communal Reserves/Indigenous Peoples, the limited ESIA should collect baseline data on those communities, covering key aspects that may be affected by the activities and the potential impacts and benefits of the activities to Indigenous Peoples. The breadth and depth of the assessment should be proportional to the nature and scale of the proposed activities' potential impacts on the Indigenous Peoples and the vulnerability of the Indigenous Peoples.

## **E. Deliverable 5: Gender Assessment and Gender Action Plan**

### Objective

- Coordinate the inputs on gender issues and ensure that gender considerations are fully mainstreamed into all relevant components of the Funding Proposal.
- Develop a participatory Gender Analysis and Gender Action Plan for the project.

### Deliverable

- Gender Assessment entails the examination of the different roles, rights, needs, and opportunities of women and men, boys and girls in the project context, and identify opportunities for enhancing gender equality in the project. The assessment should be aligned with the GCF Gender Analysis/Assessment and Gender and Social Inclusion Action Plan Templates.
- Gender Action Plan describing:
  - Work to be undertaken to address gender issues in the project;
  - Targets and design features, included in the project to address gender concerns and ensures tangible benefits to women and men, especially from vulnerable communities;
  - Mechanisms to ensure implementation of the gender design elements;
  - Gender - sensitive monitoring and evaluation indicators.

The GAP should be aligned with the GCF Gender Analysis/Assessment and Gender and Social Inclusion Action Plan Templates.

### Activities and Responsibilities:

- Assist in organizing and conducting gender responsive stakeholder consultation sessions in order to solicit inputs and ensure both male and female stakeholder involvement and buy-in to the project, as well as identifying any differential needs of women and men in the area/sector(s) of intervention of the project based on roles of men and women in each context. Guide the project development team in using participatory techniques that involve both women and men in assessments and discussions.
- Analyze the socio-economic and climatic stress factors and vulnerabilities of local communities, ethnic groups and other social groups such as migrant farmers that share territories, and other economic sectors in the context of anthropogenic and climate threats inside the Communal Reserves Landscape (CRLs).
- Carry out a participatory gender analysis to fully understand the different needs, roles, benefits, impacts, risks, and access to/control over resources of women and men given the project's context (including how climate change exacerbates these issues), the extent of Gender Based Violence in the project areas, and identify appropriate measures that should be taken to address

these, promote gender equality, identify opportunities for equal participation of men and women in the project, and contribute to meeting the overall objectives of the project<sup>6</sup>.

- Ensure inclusion of gender responsive baseline data relevant to project planning and monitoring in coordination with local partners (ANECAP/DRIS).
- Develop a Gender Action Plan for the project, based on the gender analysis and project's logical framework, that identifies specific entry points within the project to address/respond to the gender considerations (both risks and opportunities) identified in the gender assessment<sup>7</sup>.
- Ensure full incorporation of outcomes of the gender-related studies into the design of the Project, its logical framework, and its Funding Proposal, including sex-disaggregated targets and gender sensitive indicators.
- Provide recommendations for staffing and budget requirements to ensure effective implementation of gender-related considerations.
- Coordinate with the other consultancies assigned to the project (e.g. proposal development lead, ESS specialist, as well as the specialist on baseline, vulnerability, and adaptation studies) to ensure data gathering is aligned with GCF standards and directly serving the Project's purpose.

## **F. Deliverable 6: Funding Proposal coordination and development**

### Objective

- The development of a consolidated and well consulted Funding Proposal prepared in line with GCF requirements. The GCF Funding Proposal will be developed with the most recent template provided by the GCF, available at <https://www.greenclimate.fund/document/funding-proposal-template>, and with all applicable annexes.

### Deliverable

- A funding proposal based on the Concept Note 'Scaling the Communal Reserve Co-management Model to Reduce Emissions and Build Resilience of Indigenous People in the Peruvian Amazon' in the GCF template including annexes, prepared in line with GCF requirements for submission to the GCF Secretariat<sup>8</sup>. The funding proposal responds to comments provided by the GCF Secretariat based on the Concept Note and includes all sections that are listed in the GCF Funding Proposal Template, plus any additional evidence-based justifications and risk analyses that may strengthen the quality of the proposal. The product of this consultancy is a final full proposal that responds to all the requirements of the GCF and that incorporate the inputs received during the stakeholder consultation process.

### Activities and Responsibilities:

- The consultant will oversee the overall coordination of all of the development proposal elements, and it is expected that the high standards of the GCF will be met. The following elements need to be considered:

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<sup>6</sup> The participatory gender analysis will consist of a mix of desk review and direct stakeholder consultation (e.g., through focus groups, key informant interviews, a baseline survey, other stakeholder engagement, livelihoods and benefit sharing questions) that will be summarized in a gender assessment and used to inform activities for the gender action plan.

<sup>7</sup> The gender-responsive actions and outputs will facilitate implementation of activities that promote gender equality and women's empowerment.

<sup>8</sup> GCF Secretariat review document will be provided upon request.

- Develop a list of information needed (secondary data sources) for the full funding proposal elaboration.
- Data collection: collect relevant secondary data for the implementation of this consultancy tasks to fulfill GCF requirements, in coordination with project partners (ANECAP, DRIS NGO, National Service of Natural Areas Protected by the State – SERNANP, Ministry of Environment of Peru - MINAM and others).
- Climate rationale: include the following elements when presenting the arguments related to climate rationale:
  - Justification of the solution with facts and evidence, with respect to climate variability and change-related cause and effect.
  - Reasons to respond to climate change in the context of the country, people and economy.
  - Discernible changes influenced by climate-related parameters in the target region (and for the sectors and different demographic groups).
  - Projected impacts to occur in the working locations under climate change within a timeframe commensurate to the project objectives and project cycle.
- Stakeholder consultation support: coordinate on and review the stakeholder engagement plan prepared by a project partner and ensure alignment with GCF and CI Indigenous Peoples policy.
- Baseline: considering the geographic spread of project sites (CRs) and the level of detail required, design and implement a pragmatic baseline data collection plan based on secondary data<sup>9</sup>.
- Financial mechanism: as part of the project proposal, a green business facility has been designed at a high level. In coordination with the consultant dedicated to its development, terms and conditions of involved partners and funders will need to be worked out in detail based on grant and reimbursable grant investments.
- Logical framework and Theory of Change: in close collaboration with CI and relevant government entities and stakeholders, organize and harmonize the objectives-impacts-outcomes of components into a comprehensive project proposal, theory of change, log frame and paradigm shift potential of the project by ensuring the project responds to climate vulnerabilities and catalyzes impact beyond a one-off program investment, including long-term financial sustainability.
- Gender: Propose a gender transformative approach.
- Feasibility study: Presenting technical, environmental, social, policy assessment of feasible solutions proposed by the project<sup>10</sup>.
- Implementation timetable including key project milestones.
- Monitoring and Evaluation Plan.
- Editing: Lead the technical editing to ensure the use of high-quality referenced data to justify mitigation and adaptation needs and quantify and qualify impacts of intended mitigation and adaptation actions to ensure any maladaptive impacts are avoided. Ensure that the final versions of the proposal documents are written clearly in English.

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<sup>9</sup> Group CRs based on existing ecosystems maps and other key factors in order to facilitate an evaluation of climate vulnerability and risk.

<sup>10</sup> Use primary and secondary data sources, incorporate in-depth technical design studies for the proposed technological solutions and include deeper analysis and testing of each feasible option, including comparisons between BAU agricultural/forestry practices versus climate smart practices.

- Project management: Organize frequent meetings with CI staff and key stakeholders to ensure a timely and effective implementation of the project preparation plan.
- Coordination with CI: Coordinate with CI on an ongoing basis on technical, financial, and operational project inputs and to ensure a timely and effective implementation of the project inception report.
- Coordination with local partners, ANECAP and DRIS, with the aim to guarantee the incorporation of the inputs received during the stakeholder consultation process, into the full funding proposal.

## **7. Methodology of the consultancy**

The Consultancy Team 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 the stakeholder engagement process, CI technical experts, the CI-GCF Agency (acting as the project's Accredited Entity), and the GCF.

The full funding proposal will be elaborated by the Consultancy Team in coordination with the technical team of the local partners, ANECAP and DRIS, that will be in charge of reviewing the final version of the proposal documents by ensuring that the contributions made during the consultation process with the indigenous representation and the IPLCs have been properly incorporated.

The Consultancy will preferably be carried out by a team of professionals under the supervision of a Lead Consultant to successfully complete the Full Funding Proposal. The objectives, responsibilities, outputs and required qualifications have been organized by expertise but can be re-arranged depending on the team composition proposed by the consultant(s).

## **8. Consultant Profile**

The consultant profiles required for this consultancy are the following:

### **a) Team Leader**

- I. Profession:
  - Postgraduate or other advanced university degree (at least M. Sc. or equivalent) in biology, ecology or related social science.
- II. Experience:
  - At least 10 years of professional experience in in developing and implementing projects funded by the GCF, GEF, IFC, or other multilateral donors.
  - Experience in designing, implementing and monitoring stakeholder engagement plans that include governments, companies, local communities and Indigenous peoples, preferably related to climate-change mitigation and adaptation in South America.
  - Preferred experience in South America working on climate change mitigation and adaptation programs, climate change, sustainable financing or environmental sustainability issues.
- III. Skills:
  - Demonstrated ability of analytical and report drafting work.
  - Excellent written and verbal communication skills in English and Spanish.

### **b) Professional Specialist on Environmental and Social safeguards**

- I. Profession:

- Postgraduate or other advanced university degree (at least M. Sc. or equivalent) in biology, ecology or related social science.
- II. Experience:
- At least 10 years of professional experience in environmental and social safeguards management in climate-change projects, preferably with funding from a multilateral donor.
  - Demonstrated experience in working with local communities, Indigenous peoples and vulnerable groups, preferably consulting with tribal context stakeholders and producing and implementing the relevant plans (VRAP, IPP, ESIA, ESMP, SEP).
  - Demonstrated experience in working in protected areas and buffer zones.
  - Preferred experience in South America working on climate change mitigation and adaptation programs, climate change, or environmental sustainability issues and indigenous peoples.
- III. Skills:
- Demonstrated ability of analytical and report drafting work.
  - Excellent written and verbal communication skills in English and Spanish.

**c) Professional Specialist in Gender Analysis**

- I. Profession:
- Postgraduate or other advanced university degree (at least M. Sc. or equivalent) in sociology ecology or related social science.
- II. Experience:
- At least 10 years of professional experience in conducting gender analyses and developing gender action plans (indicators, baselines) and gender strategies, preferably in the context of multilateral donor safeguards.
  - Demonstrated experience in working with local communities and vulnerable groups.
  - Preferred experience in South America working on Climate change Mitigation and Adaptation, climate change, or environmental sustainability issues and indigenous peoples.
- III. Skills:
- Demonstrated ability of analytical and report drafting work.
  - Excellent written and verbal communication skills in English and Spanish.

**d) Professional Specialist in Climate Change**

- I. Profession:
- Postgraduate or other advanced university degree (at least M. Sc. or equivalent) in biology, ecology or related science.
- II. Experience
- At least 10 years of professional experience in deforestation analysis, GHG assessments, vulnerability assessments, climate change and related topics.
  - Demonstrated experience in developing projects related to GCF, GEF, or other similar funds.
  - Demonstrated experience in working with government entities on climate change response and planning.
  - Preferred experience in South America working on climate change, or environmental sustainability issues, and indigenous peoples.
  - Access to and understanding of regional data sets required for achieving the ToR, including climate change models, land use maps, etc.
  - Extensive conceptual and practical knowledge of climate change strategies in adaptation and mitigation, stocking of carbon in ecosystems.

- III. Skills:
  - Demonstrated ability of analytical and report drafting work.
  - Ability to travel and demonstrated experience in undertaking independent field work in remote areas.
  - Excellent written and verbal communication skills in English and Spanish.

**e) Professional Specialist on Feasibility Studies**

- I. Profession:
  - Master’s degree or its equivalent in Economics or closely related disciplines.
- II. Experience:
  - Have a minimum of seven (7) years relevant professional experience in the area of feasibility studies, market analysis and value chain identification.
  - Proven knowledge of South America and Peru in particular.
- III. Skills:
  - 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:

|   | <b>Deliverable(s)</b>   | <b>Delivery Timeframe</b>                                     | <b>Payment schedule</b> |
|---|---|---|-------------------------|
| 1 | Inception report <sup>11</sup>  | Within two weeks after signature of the contractual agreement | 15% of the total amount |
| 2 | Baseline study  | Month 1 of consultancy  | 15% of the total amount |
| 3 | Feasibility Study and Environmental and Social Impact Assessment Report and ESMP Report | Month 2 of consultancy  | 20% of the total amount |
| 4 | Gender Assessment and Gender Action Plan and the Full Funding Proposal                  | Month 4 of consultancy  | 20% of the total amount |
| 5 | Revised Funding 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).

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 for the payment of the deliverables indicated, they must have the approval of the CI agency for GCF.

<sup>11</sup> Detail the workplan for the consultancy, inclusive of a kickoff meeting with key partners, overall approach and timeline of deliverables.

## **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 [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 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



### 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 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 Members<sup>49</sup>;
- (k) **“Host Country”** means the country or countries in which a Fund-related Activity is to be, is being, or has been, implemented;
- (l) **“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<sup>50</sup>;
- (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>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:
- (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”**<sup>51</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
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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.
17. 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;
  - (b) 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;
  - (e) Investigate any occurrence of, or report of suspected Prohibited Practices in a Fund-related 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 Fund-related 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,<sup>53</sup> 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>

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<sup>52</sup> This is subject to the adoption of policies regarding sanctions and exclusions.

<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>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 the Executive Director of the Green Climate Fund, and 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:
- (a) 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.
30. 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:

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<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
    - (4) 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**

38. 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.

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;





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- (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”**<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>

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<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.



- (x) **“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”**<sup>58</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

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<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;

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<sup>59</sup> Id.



- (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”**<sup>60</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>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.

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<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**

45. 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).

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## **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 N° 20258679637, debidamente representada por Luis Gerardo Espinel Cuba, Vicepresidente Perú, identificado con DNI N° 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 ayudarlo 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 esematerial.

#### **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 (Anexo4).

#### **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 a 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 en señal de conformidad de lo estipulado por ambas partes.

\_\_\_\_\_  
Luis G. Espinel Cuba  
Vicepresidente Perú  
**CI-PERU**



\_\_\_\_\_  
**EL LOCADOR**

Fecha: \_\_\_\_\_

Fecha: \_\_\_\_\_

Ciudad: \_\_\_\_\_

Ciudad: \_\_\_\_\_

## Annex 5: CI's Budget Proposal Template

### BUDGET PRO PO SAL

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

\*Specify any other expense reco gnized for the develo pment of the co nsultancy