REQUEST FOR PROPOSALS (RFP) No. 001

To: International & National Consultants and Services Providers

From: Conservation International – Inclusive Conservation Initiative

Date: April 24, 2020

Subject: Request for Proposals 001: Inclusive Conservation Initiative - Consultant Services for Project Document/CEO Endorsement Package Development for a Full-sized Global Environmental Facility (GEF) Project

Submission Deadline: May 24, 2020

Revised Deadline for Questions: May 18, 2020

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) to prepare a Project Document/CEO Endorsement Package for a full-sized GEF Project titled: “Inclusive Conservation Initiative” as part of the GEF Project Preparation Grant (PPG). This RFP contains all the necessary information for interested offerors.

Objectives: The purpose of the PPG is to fully design activities, outputs, and outcomes of the Full-Sized Project (FSP) and to fully develop a set of project documentation for submission to the GEF Secretariat and approval. Standard rules for development of a GEF FSP GEF apply. Copies of the GEF templates and guidelines can be accessed at: http://www.thegef.org/documents/templates

Full details about the RFP are found in the subsequent pages of this document. Interested offerors can submit their proposals to ICI.PROCUREMENT@conservation.org on or before May 24, 2020.

All offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work and in accordance with CI’s Code of Ethics.

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.

Offerors are required to sign a representation of Transparency, Integrity, Environmental and Social Responsibility.

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

Concerns regarding the integrity of the procurement process and documents shall be reported to www.ci.ethicspoint.com under the procurement and purchasing activities.

Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Period of Performance.
1. Background

The GEF-7 Inclusive Conservation Initiative (ICI) will support Indigenous Peoples and Local Communities (IPLCs) in their continuing efforts to safeguard Earth’s natural ecosystems, recognizing the historical roles they have played in nature conservation. The ICI will work inclusively with IPLCs, their regional and local organizations, governments, NGOs, civil society and others to further strengthen their capacity to conserve globally significant biodiversity and ecosystems.

While IPLCs have been effective stewards of their natural resources, mounting pressure over their lands and territories requires additional support for the adequate management of specific landscapes and seascapes. The Inclusive Conservation Initiative (ICI) will support IPLC-designed and -led activities that protect biodiversity and result in other global environmental benefits, combining substantial investments in specific locations actions to help replicate and amplify local results through global capacity-building, policy influence and demonstration of large-scale impact.

Conservation International (CI) and the International Union for the Conservation of Nature (IUCN) are serving as joint GEF Implementing Agencies for the ICI, providing overall technical guidance and project supervision. Both organizations bring their decades of collective experience working with IPLCs, as well as their regional and global expertise, to the implementation of the GEF Inclusive Conservation Initiative. A concept (Project Information Form) for the Inclusive Conservation Initiative was approved by the GEF Council in December 2019. CI and IUCN now have approximately one year to work through a participatory design process to prepare a full project proposal for the ICI.

2. Project Description

The approved PIF includes the project components provided below.

**ICI Objective:** Enhance Indigenous Peoples and Local Communities (IPLCs) efforts to steward land, waters and natural resources that deliver global environmental benefits.

The Inclusive Conservation Initiative (ICI) project will support IPLCs to secure and enhance their stewardship over an estimated area of at least 3.6 million hectares of landscapes/seascapes and/or territories with high biodiversity and irreplaceable ecosystems. It will provide resources, enhance capacities, and support ‘hands-on’ experiential learning that will enable IPLCs to define
and demonstrate an inclusive model for conservation where IPLCs are recognized and empowered as decision-makers and key actors at all levels of conservation action, from local action on the ground, to national policies that impact their rights, to global fora that define conservation and sustainable development targets and approaches for environmental action. Resources approved by GEF Council include USD 22,535,780 for project activities. 80% of this total will go to site-based investments, known as Component 1, while 20% goes to Components 2, 3 and 4 that focus on cross-cutting, global activities.

IPLC organizations will take the lead in identifying local priorities, developing inclusive, culturally appropriate processes for decision-making, strategies, and implementing action. It is expected that there will be between seven and ten landscapes or seascapes for investment under Component 1.

3. Scope of Work

Drawing on the approved PIF and incorporating input from the Conservation International (CI), The International Union for the Conservation of Nature (IUCN), the GEF Secretariat, the Interim Steering Committee of the Inclusive Conservation Initiative and other stakeholders, the consultant will adopt the required GEF templates, and support the preparation of the GEF CEO Endorsement Package for the Inclusive Conservation Initiative.

The GEF CEO Endorsement Package encompasses the following: (a) Project Document (ProDoc) including a complete Results Framework; (b) Budget (c) CEO Approval Template; (d) Core Indicators and (e) Co-finance Letters. The selected Consultant will also respond to comments from the GEF Scientific and Technical Advisory Panel (STAP) and GEF Council members.

The four ICI components, with interconnected outputs that mutually support outcomes from local to global levels, include:

Component 1: Local Action to deliver Global Environmental Benefits (GEBs) – will provide direct financial support to IPLC-led initiatives in priority areas that achieve global environmental benefits through improved large-scale management of IPLC lands, territories and resources.

Component 2: Global IPLC Capacity Building – will establish the platforms, peer learning networks and knowledge resources for enhanced IPLC capacity, project and financial management skills, and design of sustainable financing mechanisms.

Component 3: IPLC Leadership in International Environmental Policy - will enable IPLC representatives to amplify their voices and influence in the international policy decisions that create either enabling or constraining conditions for on-ground inclusive conservation efforts.

Component 4: Inclusive Conservation Knowledge to Action – will support IPLC organizations to distill and share knowledge regarding ‘inclusive conservation’ models to demonstrate large-scale impact and generate support for IPLC-led conservation.
4. Key Tasks

The consultant will undertake the following tasks:

**July 2020**

1. A zero-draft outline of the ProDoc: using the template provided by the CI-IUCN GEF Project Agencies. This draft will indicate gaps that need to be filled and sections requiring elucidation and is intended to be a guide for further preparation of the contents.

2. Compilation of “Project Context” from other consultants’ deliverables and incorporation into CI-IUCN GEF ProDoc template.

3. Coordinate with consultants and project team information needed for ProDoc sections.

**August 2020**

4. Completed “Project Strategy” including project Global Components in coordination with consultants, Executing Agencies and project team following the CI-IUCN GEF ProDoc template.

5. Completed “Results Framework” in coordination with consultants and project team following the CI-IUCN GEF ProDoc template.

6. Compilation of “Implementation and Execution Arrangements” from Executing Agencies and project team and incorporation into CI-IUCN GEF ProDoc template.

**September 2020**

7. Coordinate and compile country no objection letters from project countries.

8. Completed “Global Environmental Benefits and Results Framework project targets” based on information provided by consultants and project partners.

9. Completed “Monitoring and Evaluation Plan” in coordination with consultants, executing agencies and project team following the CI-IUCN GEF ProDoc template.

10. Compilation of “Compliance with Environmental and Social Monitoring Framework” safeguards screenings from other consultants’ deliverables and incorporation into CI-IUCN GEF ProDoc template.

11. Compilation of “Project Budget and Financing” from Executing Agencies and project team and incorporation into CI-IUCN GEF ProDoc template.

12. Support CI and IUCN to secure co-financing letters.

**October 2020**

13. First draft CEO Endorsement Package for review and comments by GEF Implementing Agencies.

**November 2020**

14. Review, compile, integrate and revise all sections into the ProDoc, including to fit length and respond to comments based on final inputs received by project team.

**December 2020**

15. Final CEO Endorsement Package which incorporates comments from the GEF Project Agencies.

**January 2020**

16. Final revisions of CEO Endorsement Package which incorporates comments from the CIGEF Secretariat.
5. Deliverables

<table>
<thead>
<tr>
<th>No</th>
<th>Deliverables</th>
<th>Timelines</th>
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<tbody>
<tr>
<td>1.</td>
<td>A zero-draft outline of the ProDoc: using the outline provided by the CI-IUCN GEF Project Agencies. This draft will indicate gaps that need to be filled and sections requiring elucidation and is intended to be a guide for further preparation of the contents.</td>
<td>June- August</td>
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<td>2.</td>
<td>First Draft CEO Endorsement Package which incorporates comments from the ISC, Indigenous Peoples organizations, GEF Implementing Agencies and other stakeholders.</td>
<td>September - November</td>
</tr>
<tr>
<td>3.</td>
<td>Final CEO Endorsement Package which incorporates comments from the GEF Project Agencies.</td>
<td>December - January</td>
</tr>
<tr>
<td>4.</td>
<td>Final revisions of CEO Endorsement Package which incorporates comments from the GEF Secretariat.</td>
<td>January-February</td>
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6. Period of Performance

It is expected that this Consultancy will take approximately **80-100** days during an estimated timeframe of **8 Months**. The Consultancy is expected to begin **June 15, 2020 – February 28, 2021**.

7. Budget

The Consultant should present a detailed and itemized budget to undertake this work. The budget should include the consultant’s labor costs and other direct costs (e.g., telephone, photocopying etc.). Budget should be inclusive of all reimbursable expenses. Workshop costs (e.g., conference facilities) will be covered by Conservation International.

Example:

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>DAILY OR HOURLY COST</th>
<th>OTHER COSTS (LOCAL CURRENCY)</th>
<th>TOTAL COST (LOCAL CURRENCY)</th>
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<td>TOTAL</td>
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If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.
8. Services Provided by the Executing Agency (CI and IUCN)

CI and IUCN will provide the consultant with initial orientation and all relevant background documents. CI and IUCN will also be available to clarify expectations regarding the process and outputs/deliverables. Additionally, CI and IUCN will link the consultant with target stakeholders.

9. Contract Type

Conservation International will issue a fixed-price contract for this consultancy. Per the consultant’s proposal and subsequent negotiations, the contract will include a set of fixed payments based on submission of deliverables, per Section 5 (Deliverables), above.

Conservation International will accept proposals from individuals, consulting firms or organizations.

Conservation International anticipates that the work will be completed by a single person. If a team of people is proposed, Conservation International intends to 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.

(a) Minimum Qualifications of Consultants

Conservation International requires an individual or small team of individuals with senior-level qualifications to perform the work described here. Individuals will have, at a minimum, 10 years of experience in the field of conservation and sustainable development, including substantial experience of preparing GEF projects under Climate Change, Biodiversity, Land Degradation focal areas and experience developing projects with Indigenous Peoples.

(b) Location of Work

The consultant shall work from his or her base of operations.

(c) Monitoring and Evaluation of Consultant Performance

Conservation International will supervise consultant performance, in consultation with IUCN, and be responsible for review and acceptance of all written deliverables.

(d) Instructions for Submission of Technical Proposals

i. Point of contact: Proposal submissions and queries should be sent to her attention at ICI.PROCUREMENT@conservation.org. Proposals should be sent with the subject line “RFP#001: Consultant Services for Project Document/CEO Endorsement Package Development”

ii. Deadline for Submission: The deadline for submission of full RFP is EST 5.00 pm May 24, 2020.

iii. Right of award: CI may reject any or all bids that are not responsive to the Scope of Work.

iv. Language: proposals must be submitted in English.
v. **Validity:** the proposals will be valid for 90 days after deadline submission date.

vi. **Currency:** proposals should be budgeted in United States dollars. Payment will be made in United States dollars. Payments will be made in USD upon receipt of each deliverable.

vii. **Cover and signature:** applicants should submit their proposals with a cover letter signed by an authorized representative of the applicant.

viii. **Expert table:** proposals should include a table with the name, position title, and level of effort (in person-days) of all individuals proposed to work on the project.

ix. **Resumes:** proposals should include the resume of all named personnel corresponding to the ToRs

x. **Timeline:** proposals should include a work plan with detailed activities per deliverable for completing the CEO Endorsement Package.

(e) **Evaluation Criteria and Basis for Selection**

Proposals will be evaluated based on the following criteria:

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<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
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<tr>
<td><strong>Demonstrated experience</strong> with preparing GEF Project Documents under the Biodiversity, Climate Change, Land Degradation Focal areas; Experience working with and developing projects with Indigenous Peoples and Local Communities</td>
<td>40</td>
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<td><strong>Relevant technical expertise</strong> to the project, including, but not limited to Indigenous Peoples and Local Communities, climate change, biodiversity and land degradation, sustainable forest management, indigenous peoples, knowledge management, stakeholder engagement and capacity building.</td>
<td>40</td>
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<tr>
<td><strong>Appropriate budget,</strong> demonstrating appropriate allocation of labor days in relation to tasks and deliverables; appropriate consultant daily rates in relation to qualifications; appropriate other direct costs in relation to the scope of work; and overall cost effectiveness.</td>
<td>20</td>
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<td><strong>Total</strong></td>
<td>100</td>
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10. Procurement and Contract Standards

(a) CI’s Service Agreement Template (including Code of Ethics)

SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND
[ENTER SERVICE PROVIDER NAME]

Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]

Project Title: [ENTER PROJECT TITLE]

This Services Agreement (the ‘Agreement’) is made and entered into as of [insert date] (the ‘Effective Date’) by and between Conservation International Foundation (‘CI’), a nonprofit public benefit corporation organized under the laws of the State of California and [NAME], a [type legal entity e.g. sole proprietor, partnership, corporation etc.] (‘Service Provider’).

Funding in support of this Agreement is made available from the Global Environment Facility (‘GEF’ or ‘Prime Donor’) under the terms of separate agreements between CI and the GEF, and between CI and the International Bank for Reconstruction and Development (the ‘World Bank’) as Trustee of the [NAME OF FUND] (the ‘GEF Trust Fund’). CI is required under the terms of such agreements to flow down certain funding terms imposed by the GEF to any recipients of such funding; provided, however, that Service Provider understands and agrees that neither the World Bank nor the GEF are parties to this Agreement and have assumed no obligations vis-à-vis the Service Provider. As a GEF Project Agency, CI is accountable to the GEF Council for GEF financed activities and to ensure that such activities are carried out in accordance with CI and GEF policies, criteria and procedures.

1. Services; Project Description. CI hereby engages Service Provider as an independent contractor, on a non-exclusive basis, to perform the activities and provide the deliverables set forth below (the ‘Services’), as may be modified from time to time:

   [INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES; AND
   CHOOSE TABLE 2 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DELIVERABLES ONLY]

<table>
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<tr>
<th>#</th>
<th>Activity</th>
<th>Due date</th>
<th>Deliverable</th>
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During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from [CI REPRESENTATIVE’S NAME AND TITLE] or his/her designee, as authorized in writing.

Service Provider shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services and Deliverables rendered (whether sub-contracted or performed directly). Service Provider represents and warrants and shall cause all subcontractors to represent and warrant (i) that Services will be performed in a professional and workmanlike manner in accordance with the highest standards in performing comparable services under similar conditions, (ii) that Service Provider (and as applicable, any subcontractors) will comply with all laws and regulations in the geographies where Services are performed, and (iii) that no Services or Deliverables will knowingly infringe upon, misappropriate or otherwise violate the intellectual property of any third-party.

2. Period of Performance. The Performance Start Date is [DATE]. The Performance End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 5. Any extension of the Period of Performance requires a written amendment of this Agreement signed by authorized representatives of both Parties.

3. Compensation.
   a. Fee for Services. In consideration of Service Provider’s performance of the Services during the Period of Performance, CI shall pay Service Provider an amount [choose among the following options, depending on payment terms – if these options do not apply to the contractual arrangement, write it up as best you can]

   [OR OPTION 2, fixed price contract] equal to US$[click and type amount].

   b. Service Provider shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Service Provider is eligible to apply for refunds on taxes paid, Service Provider shall do so. Any tax savings should be reflected in the Service Fee. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.
c. **Expenses.**

[OPTION 2] CI agrees to reimburse Service Provider for reasonable, documented out of pocket expenses as indicated below or authorized by CI in writing prior to incurrence:

[Include expense budget and budget cap]

Service Provider must provide receipts or invoices for all expenses. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

d. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.

e. **Payment Terms.** [PLEASE CHOOSE APPROPRIATE OPTION]

[EXAMPLE 2] Payment shall be made in accordance with the following payment milestones:

1. $____ upon completion and CI's acceptance of deliverable No. 1,
2. $____ upon completion and CI's acceptance deliverable No. 2,
3. $____ upon completion and CI's acceptance of final deliverable.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, shall be accompanied by an itemized account of such expenses, together with original receipts for expense. All amounts will be paid within thirty (30) days after receipt of Service Provider's invoice.

f. Service Provider shall provide an IRS W-9 form for U.S. entities, or an IRS W-8 form for non-U.S. entities.

4. **Acceptance of Deliverables; Time is of the Essence.**

a. **Acceptance Criteria.** Service Provider is expected to perform the Services and Deliverables in accordance with the following acceptance criteria, which may be revised and supplemented from time to time during the Period of Performance of this Agreement to accommodate for successful performance of the Services.

[INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN 4 B MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, AS THIS CONSTITUTES A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS]

b. **Acceptance.** In the event that a Deliverable meets CI's acceptance criteria, CI shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions and deliver the revised Deliverable to CI for review within [INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS] business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet acceptance criteria may not be charged to CI, unless authorized in writing by CI.

c. **Time is of the Essence.** Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

5. **Termination.** Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (including all embodiments thereof) completed or partially completed up to the effective date of termination to
CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider’s failure to perform any of the Services to CI’s satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI’s satisfaction.

6. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and the GEF and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or resulting from any claim, action or proceeding (including any proceeding by any of Service Provider’s employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.

7. Relationship of CI and Service Provider.
   a. **[IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI or the GEF for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers’ compensation coverage. Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker’s compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**
   b. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI, or the GEF. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.

8. Government Officials and Employees. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) that is not reasonable, **bona fide**, and directly related to the activities funded under this Agreement. It is Service Provider’s responsibility to ensure compliance with this clause, and to maintain and provide at CI’s request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI, and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official.

9. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other (“Confidential Information”). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information
produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

10. Intellectual Property

[CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER] All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. All Works shall be deemed “works made for hire” within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a “work made for hire,” or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

CI will have the sole right to copyright the Works, except that Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

Service Provider agrees not to make any use of the logo or the name of CI or the GEF, except as expressly authorized in writing. Any approved use of the GCF logo shall be in accordance with the GEF Branding Guide (available at https://www.thegef.org/sites/default/files/documents/GEFBrand_Guidelines_EXT~_0.pdf)

11. CI-GEF Environment Social Management Framework (ESMF)

a. In accordance with CI’s GEF/GCF ESMF (available at https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-(esmf)-version-06), the Service Provider hereby represents that in carrying out the Services it will not source natural resource commodities that contribute to significant conversion or degradation of Natural Habitats (as defined in the ESMF). The Service Provider further agrees to cooperate with CI and to provide all information reasonably requested to support the implementation and monitoring of the ESMF to the extent that the provision of Services/Deliverables triggers any environmental and social safeguards described in the ESMF. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement. [IN THE EVENT OF HIGH RISK ACTIVITIES, PLEASE CONTACT GCO FOR INCORPORATION OF A RELEASE OF LIABILITY]

13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.

14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed
therein and without giving effect to its conflict of laws principles. Any controversy or claim arising 
out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a 
single arbitrator in Washington, DC, under the rules of the American Arbitration Association 
effect at the time of commencement of the arbitration, and the parties agree that judgment upon 
the award rendered by the arbitrator shall be final, binding and may be entered in any court 
having jurisdiction thereof.

15. Compliance with Law; CI Code of Ethics, and the GEF. Service Provider will perform the 
Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset 
Control regulations, as well as (ii) all laws and regulations of the country in which the Services are 
performed (including, but not limited to, such relating to bribery, corruption, terrorism financing 
and equal employment opportunity, as well as all the generally accepted standards applicable to 
such work), as if such aforementioned laws and regulations directly reached the activities of the 
Service Provider. Further, Service Provider agrees to perform all Services and to conduct all 
activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached 
hereto as Appendix 2 and incorporated by reference.

Service Provider shall provide copies of or provide access to CI, and the GEF, their 
representatives, and assignees, to inspect, review or audit any and all records relating to this 
Services Agreement.

16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby 
notified that U.S. Executive Orders, U.S. and other international law prohibit transactions with, 
and the provision of resources and support to, individuals and organizations associated with 
terrorism. Service Provider, therefore, represents and warrants that Service Provider has not 
provided, and will take all reasonable steps to ensure that Service Provider does not and will not 
knowingly provide, material support or resources to any individual or entity that commits, attempts 
to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to 
commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable 
provisions of such U.S. Executive Orders and U.S. law.

17. Counterparts And Facsimile Signatures.
a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly 
authorized signatory and that upon the exchange of such facsimile signatures, electronically 
otherwise, this Agreement shall be binding between the parties whether or not hard copies 
of this Agreement are ever exchanged between them

b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an 
original but all of which together shall constitute one and the same instrument even though all the 
parties are not signatories to the original or the same counterpart.

18. Severability. In the event that any one or more of the provisions contained herein shall, for 
any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality 
or unenforceability shall not affect any other provisions of this Agreement, but this Agreement 
shall be construed as if such invalid, illegal or unenforceable provisions had never been 
contained herein, unless the deletion of such provision or provisions would result in such a 
material change so as to cause completion of the transactions contemplated herein to be 
unreasonable.

19. No Third-Party Beneficiaries. Except as expressly set forth herein, neither party intends that 
this Agreement shall benefit or create any right or cause of action in or on behalf of any person or 
etity other than the Service Provider and CI.20. Non-Assignment. This Agreement shall not be 
transferred or assigned by Service Provider without prior written consent of CI.

20. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring 
of the Code of Ethics (Attachment 2). Service Provider shall immediately report any allegations of 
suspicions of violations of Funding Terms and Conditions (including the Policy on Environmental 
and Social Safeguards, Prohibited Practices and Code of Ethics available at 
https://www.conservation.org/gef/about) or other Project related grievances. Grievances will be 
addressed in accordance with the grievance mechanism described in the Project Environmental
and Social Management Framework or CI-GEF’s Mechanism for Integrity-Related Grievances, as applicable. Service Provider shall ensure that all of its employees, sub-contractors and sub-grantees are informed of Grantor’s grievance mechanism at www.ci.ethicspoint.com or via phone to a local dial-in number displayed at www.ciethicspoint.com (“CI Ethics Hotline”). CI will promptly investigate any grievances submitted to the CI Ethics Hotline. CI will treat complaints as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable CI or law enforcement to conduct an adequate investigation.

Service Provider shall not retaliate against any employee or other person who submit such grievances in good faith. Retaliation is subject to termination of this Agreement and other sanctions, including ineligibility of Service Provider to submit future proposals to CI for GEF-related activities.

Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

21. Audit; Financial Review. The Service Provider shall permit CI or the GEF, or any party designated by CI or the GEF, to inspect performance sites and/or the accounts and records of the Service Provider relating to the performance of this Agreement, and to make such accounts and records available to CI or the GEF for review, or to have them audited by auditors appointed by CI or the GEF, if so requested by CI or the GEF.

22. Waiver. Either party may specifically waive any rights under this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the rights waived. No waiver shall constitute a continuing waiver of similar or other rights.

23. Entire Agreement; Amendments. This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not be amended, supplemented, or modified in any respect except by written agreement signed by both parties.

24. Notices. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

If to Service Provider:  If to CI:
[Click and type Contractor name]  Attn: [Click and type contact person],
[Click and type Contractor Address]  Conservation International Foundation
Phone: [Click and type Contractor phone]  2011 Crystal Drive, Suite 600
[Click and type Contractor phone]  Arlington, VA 22202
Phone: 703-341.2400

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

[CLICK AND TYPE CONTRACTOR NAME]  Conservation International Foundation

__________________________________  ______________________________
[Click here and type Title]  [Name of CI representative]
[Title]  [Title]
[SVPs/+ or their authorized designees only]
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.

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

Integrity:
- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where CI works.
- Reflect actual expenses or work performed in expense reports, timesheets, and other records.
- Never engage in any of the following acts: falsification of business document or receipts, 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 you 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 interests 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 of increasing overall organizational performance.

Confidentiality:
- Not disclose confidential or sensitive information obtained during the course of your work with 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 partners’ 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 regard for the right of free, prior and informed consent.

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

FOR SERVICE PROVIDER:

By: _________________________

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

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

I. With respect to CI’s Code of Ethics, we certify:
   a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

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

III. With respect to our eligibility and professional conduct, we certify:
   a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror’s business
   b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.
c. We are/were not involved in writing or recommending the scope of work for this solicitation document.

d. We have not engaged in any collusion or price fixing with other offerors.

e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.

f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.

g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.

h. We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).

i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension”. [Include additional sanctions lists of the country of a public donor, if required by the donor.]

Name: _____________________________________________

Signature: ___________________________________________

Title: _______________________________________________

Date: _______________________________________________
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### 12. Inclusive Initiative Project Framework from the Approved PIF

<table>
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<th>Project Components</th>
<th>Component Type</th>
<th>Project Outcomes</th>
<th>Project Outputs</th>
</tr>
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</table>
| **Component 1: Local IPLC Action to Deliver Global Environmental Benefits (GEB)**: |                | **Outcome 1.1: Inclusive Conservation Initiative (ICI) Projects, led by IPLC organizations, have delivered global environmental benefits.**  
**Indicator 1.1.1: Area of landscapes and marine habitat under improved practices (hectares; excluding protected areas). [Target: at least 3,000,000 ha]**  
**Indicator 1.1.2: IPLC terrestrial and marine protected areas under improved management for conservation and sustainable use (hectares) verified by the Management Effectiveness Tracking Tool (METT) adapted for ICI. [Target: at least 480,000 ha]**  
**Indicator 1.1.3: Number of ICI Impact Strategies delivering IPLC-led conservation in areas of high-biodiversity. [Target: at least 8]**  
**Indicator 1.1.4: Area of land restored (hectares). [Target: at least 75,000 ha]**  
**Indicator 1.1.5: Greenhouse gas emissions mitigated (Metric tons of CO2). [Target: at least 12M tons]**  
**Indicator 1.1.6: Number of direct beneficiaries disaggregated by gender as co-benefit of GEF investment. [Target: 60,000]**  
**Indicator 1.1.7: Percentage of male and female beneficiaries of ICI projects that** | INV            | **Output 1.1.1: IPLC organizations engaged in ICI Priority Geographies.**  
**Output 1.1.2: Impact Strategies developed to guide project implementation.**  
**Output 1.1.3: ICI Grant Portfolios developed and managed for implementation of Impact Strategies.**  
**Output 1.1.4: Activities implemented for enhancing IPLC rights and governance of natural resources.**  
**Output 1.1.5: Activities implemented for improving management of natural and cultural resources in IPLC lands and territories.**  
**Output 1.1.6: Activities implemented for addressing the drivers of environmental degradation affecting IPLC sustainable development.**  
**Output 1.1.7: Activities implemented to support the economic and financial sustainability of IPLC-led conservation.**  
**Output 1.1.8: ICI Project Steering Committee launched and supported.** |
report increased livelihood benefits to the communities (gender disaggregated). [Target: ≥50%]
Indicator 1.1.8: Percentage of ICI Projects integrating Gender Responsive strategies. [Target: 100%]
Indicator 1.1.9: Percentage of funding leveraged by subgrantees to sustain project activities. [Target: 30%]

Outcome 1.2: Project implementation capacity of IPLC partner organizations in priority geographies substantially increased.
Indicator 1.2.1: Number of IPLC partner organizations that show at least 20% improvement in capacity assessment scorecards. [Target: 6-18]
Indicator 1.2.2: Percentage of ICI supported projects that receive an overall project rating of “satisfactory” or better. [Target: ≥80%]
Indicator 1.2.3: Percentage of awardees from the Experiential Learning Program for IPLC Young Project Implementers who report increased skills and capacities to deliver their project outcomes. [Target: 75%]
### Component 2: Global IPLC Capacity Building:

IPLC capacity strengthened to improve management of lands, territories, waters, and natural resources and increase access to public and long-term sustainable financing mechanism.

<table>
<thead>
<tr>
<th>TA</th>
<th>Outcome 2.1: IPLC capacity substantially strengthened within and beyond ICI priority geographies.</th>
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<tr>
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<td><strong>Indicator 2.1.1:</strong> Number and percentage of IPLC trainees who successfully complete Learning Academy training modules (disaggregated by gender, person-hours of capacity building, affiliation, country, theme). [Target: at least 400, 50% women]</td>
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<tr>
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<td><strong>Indicator 2.1.2:</strong> Capacity building modules developed with support of IPLC Inclusive Conservation Learning Academy (ICLA) from which 100% include a Gender section. [Target: ≥10-15]</td>
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<td><strong>Indicator 2.1.3:</strong> Ratio of trainer to trainee committed by ≥75% of people who participated in capacity building delivered with support of IPLC Inclusive Conservation Learning Academy. [Target: 1:25]</td>
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<td><strong>Indicator 2.1.4:</strong> Percentage of ICI partner</td>
</tr>
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Output 1.2.1: Capacity assessments and capacity building plans of IPLC partners in priority geographies prepared.

Output 1.2.2: Project implementation capacities of IPLC grantee organizations in priority geographies substantially strengthened.

Output 1.2.3: Experiential Learning Grants for IPLC Young Project Implementers awarded.

Output 2.1.1: ICI Learning Academy Curricula designed.

Output 2.1.2: IPLC Inclusive Conservation Learning Academy established.

Output 2.1.3: Organizational development and capacity building curricula for IPLC organizations delivered through the ICLA.

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<tr>
<th>Component 3 – IPLC Leadership in International Environmental Policy:</th>
<th>TA</th>
<th>Outcome 3.1: Strengthened influence of IPLCs in relevant regional and international decision-making processes.</th>
<th>Output 3.1.1: ICI Policy Coordination Mechanisms developed to support IPLC engagement across Rio Conventions and other fora.</th>
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Building the pathway from local action to global impact through targeted engagement in international environmental policy fora and relevant international platforms.

| Indicator 3.1.1: Number of IPLC leaders who report greater opportunity to influence international environmental policy through the support of ICI (disaggregated by gender, affiliation, IPLC status, county, convention, and accreditation). [Target: ≥40, 50% women] |
| Indicator 3.1.2: Number of ICI partners engaging with and providing technical support to national delegations. (disaggregated by gender, affiliation, country, convention) [Target: ~10] |

Component 4 - ICI Knowledge to Action: Transforming Inclusive Conservation Knowledge and Lessons Learned into demonstration models that expand support and advance the field of IPLC-led conservation.

| TA | Outcome 4.1: The field of IPLC-led conservation advanced with improved knowledge management. Indicator 4.1.1: Publications, reports, communication materials or tools that advance the field of IPLC-led conservation [Target: ≥36] Indicator 4.1.2: Number of partnerships identified in each region to strengthen collaboration outside priority geographies and build linkages with the ICI Community of Practice. [Target >2-5 partnerships] Indicator 4.1.3: Percentage of IPLC organizations who report greater collaboration after participating in Community of Practice (disaggregated by gender, affiliation, country, theme). [Target >75% IPLC Organization] |

| Output 3.1.2: ICI International Environmental Policy Negotiations Curricula developed and delivered. Output 3.1.3: ICI International Environmental Policy Fellows Program established and supported. Output 3.1.4: IPLC representation and recognition increased at the Rio Conventions and other relevant international conventions and platforms. |

| Output 4.1.1: ICI Knowledge Management Platform established. Output 4.1.2: ICI Knowledge Products developed with IPLC organizations in multiple languages and culturally appropriate formats. Output 4.1.3: ICI Community of Practice established and supported. |

| Output 4.2: |
| Expanded audience engaged in IPLC-led conservation.  
Indicator 4.2.1: Number of average monthly visits to ICI Knowledge Platform and visits over life of the project.  
[Target: 500 average monthly visits/30,000 average life of project]  
Indicator 4.2.2: Number of members of ICI Community of Practice (disaggregated by gender, IPLC status, county, field of expertise).  
[Target: ≥900]  
Indicator 4.2.3: Percent increase in project communications performance scorecard (disaggregated by priority geography).  
[Target: 10%] | Output 4.2.1: ICI communications needs assessed, and communications strategy developed.  
Output 4.2.2: ICI Communications Program executed. |
---|---

1 This result will be linked to the GEF Independent Evaluation Office (IEO) findings for the overall GEF portfolio.