Request for Proposals (RFP)

RFP #FY20-07-C8 - Protected Area Sustainable Finance Assessments and Business Plans Consultant

Conservation International Foundation (hereinafter referred to as “Conservation International” or “CI”), is issuing a Request for Proposals (RFP) for a Protected Area Sustainable Finance Assessment and Business Plan consultancy. The attached RFP contains all the necessary information for interested Offerors.

CI Timor-Leste is in a state of growth and development, aiming to expand our work with government and communities in creating, developing, and supporting the National Protected Area system through a GEF-6 funded project with the objective to “Establish Timor-Leste’s National Protected Area system and improve the management of forest ecosystems in priority catchment corridors”. This consultancy will support The Project in two key areas. First, by completing an analysis and recommendation of models used for sustainable financing for Protected Areas. Secondly, develop business plans for two Protected Areas based on a review of contemporary best practice tailored to Timor-Leste’s social, cultural and economic conditions.

Interested applicants must submit their proposals to timor-leste@conservation.org on or before Thursday 20th February 2020 (17:00 (TLT, UTC/GMT+9))

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.

Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.
Section 1. Instructions and General Guidance

1.1 Introduction

CI, the Buyer, is soliciting offers from firms and individual consultants to submit proposals to carry out consultancy services to develop Protected Area Sustainable Finance Assessments and Business Plans.

The objective of this consultancy is firstly to complete an analysis of models used for sustainable financing for Protected Areas and make recommendations for the case of Timor-Leste. Secondly, develop business plans for two Protected Areas based on a review of contemporary best practice tailored to Timor-Leste’s social, cultural and economic conditions.

1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, timor-leste@conservation.org

Offers must be received no later than Thursday 20th February 2020 (17:00 (TLT, UTC/GMT+9))

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

1.3 Instruction for Offerors

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

- Technical proposal
- 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 and 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.

Technical Proposal
The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 3 and 5 pages long but may not exceed 5 pages.
The Technical Proposal should describe in detail how the offeror intends to carry out the requirement described in Section 2, Scope of Work (SOW).

- **Part 2:** Management, Key Personnel, and Staffing Plan. This part should include CV of consultant that will be assigned to the implementation of the proposed methodology. CV must demonstrate:
  - A Masters or higher-level degree in Sustainable Business/Finance or Development Economics (or similar related fields).
  - Demonstrated relevant experience developing sustainable financial assessments and business plans for Protected Areas.
  - Substantive experience related to issues of Protected Area management;
  - Demonstrated experience in institutional finance and design relating to environmental management.
  - Sound knowledge of environment and PA issues in Timor-Leste.
  - Excellent English writing and communication skills are required.

- **Part 3:** The offeror must provide three past performance references of similar work.

**Cost Proposal**

Offerors shall use the cost proposal template “Detailed Budget” attached in below. The cost proposal must be valid for at least 90 days after submission to CI. 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 cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offeror’s proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in [USD]. The cost 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 or completeness of an Offeror’s cost proposal.

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.

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<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>DAILY OR HOURLY COST</th>
<th>OTHER COSTS (USD)</th>
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**1.4. Chronological List of Proposal Events**

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.
1.5. Evaluation and Basis for Award

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 requirements, and is determined to represent the most advantageous to CI.

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<th>Evaluation Criteria</th>
<th>Total Possible Points</th>
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<tr>
<td><strong>I Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan</strong></td>
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<tr>
<td>1 Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?</td>
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<td>2 Does the proposed approach, activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
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<td>3 Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW?</td>
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<td><strong>II Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan</strong></td>
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<tr>
<td>1 Does the proposed consultant have necessary experience and capabilities to carry out the Scope of Work?</td>
<td>25</td>
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<tr>
<td><strong>III Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)</strong></td>
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<tr>
<td>1 Cost – Lowest Cost Proposal</td>
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Section 2. Scope of Work and Deliverables

1. Background
This consultancy will support the TLSNAP project in two key areas. First, by completing an analysis of models used for sustainable financing for Protected Areas and recommend three to four options which may be suitable for Timor-Leste. In this context, a successful model may be defined as having “the ability to secure stable and sufficient long-term financial resources, and to allocate them in a timely manner and appropriate form, to cover the full (direct and indirect) costs of protected areas”. On identifying and reviewing such models, the consultant will initially present these to the Department of Protected Areas (DPA) within the Ministry of Agriculture and Fisheries (MAF), and then at a National Workshop. The assessment should include analysis of the country’s macro-economic setting as a framing for recommendations, as well as legal frameworks related to protected areas and financing. Finally, a replicable methodology on the analysis process will be submitted.

Secondly, develop business plans for two protected areas based on a review of contemporary best practice tailored to Timor-Leste’s social, cultural and economic conditions. Each of the two plans will be site-specific, for example one site is situated in a remote region of the country with poor road access; the other is more accessible to visitors, situated in the Comoro catchment close to Dili. The plan will present a breakdown of the basic and optimal needs in terms of recurrent general administration, operations, monitoring, and infrastructure. The Business Plans should also include a Cost Benefit Analysis to demonstrate, where possible, how the PAs may operate to benefit Timor-Leste in both financial and less tangible terms. An important outcome will be the drafting of a business plan template that could be completed for other future protected area sites throughout Timor-Leste.

It is expected that the SFA consultant will work closely with a second Protected Area Network (PAN) consultant who will be tasked with assisting in producing a range of deliverables aligned more so with the design and format of any future PA network.

2. Key Tasks
The consultant will undertake the following tasks:

a) Complete a rapid analysis of Sustainable Financial Model(s) specific to Protected Areas
   - Identify existing sustainable financing models for PAs implemented regionally or around the world – targeting those most relevant to the Timor-Leste reality.
   - Conduct an analysis and critical review of identified models identifying pros and cons as well as some initial recommendations for key elements for any future models that might be considered for Timor-Leste.
   - Conduct a PA sustainable financing workshop with the MAF, DPA, NGO and private sector stakeholders to establish the viability of these models in Timor-Leste.
   - Assess the macro-economic context of Timor-Leste including potential revenue and tax systems.
   - Present and justify the assessment to the MAF, DPA and project staff.
   - Develop a methodology for conducting the Sustainable Financing Assessment, scalable to Timor-Leste’s PA network.

b) PA business plans
   - Build on the findings of a financial assessment to develop draft business plans and Cost Benefit Analyses for Mt. Fatumasin and Mt. Legumau in coordination with government stakeholders.
   - Conduct site visits to Mt. Fatumasin and Mt. Legumau in order to engage community members in the PA business planning process.
   - Assist with the preparation and execution of a national workshop to present the draft business plans for comment (presenting to relevant departments, other development partners, stakeholders, and community).
   - Present the final report to CI and key stakeholders.
3. Deliverables
By the end of the consultancy period the consultant will have completed the following:

a) A review of models to support Sustainable Financial Assessments for Protected Areas in Timor-Leste
   I. Workplan - within two weeks of signing the contract the consultant will produce a plan outlining the key issues, approach to the assignment, and a detailed work plan. (recommended length max 4 pages).
   II. Submit a targeted analysis of Protected Area sustainable finance models that could be of relevance to future financial management of protected areas in Timor-Leste.
   III. Conduct a PA sustainable financing workshop aimed at screening feasible models for PAs in Timor-Leste.
   IV. Submit (a document outlining the chosen financing model(s) from the workshop feedback, that is feasible and scalable, and tailored where necessary to Timor-Leste's PA network.
   V. Submit a Final Report, including recommendations and a methodology of the process for developing the sustainable financing assessment.

b) PA Business Plan
   VI. Submit a Field Report outlining the needs and considerations for each of the two protected areas as discussed with communities, government, private sector, NGOs, and stakeholders. Specifically, completion of separate draft reports for Comoro and Irabere project sites.
   VII. Stakeholder Consultation - Additional focus group discussions, formal and informal meetings should be organized to canvass feedback before any national workshop and as a means of securing collective input so as to help secure buy-in for any future approach to completing business plans for protected areas in Timor-Leste.
   VIII. National workshop and Stakeholder Consultation. The consultant will organize, with support from CI staff, a national workshop to present and gather feedback on the draft business plans.
   IX. Submit five-year business plans and CBAs for each of the PAs (Mt. Fatumasin and Mt. Legumau) which incorporate feedback gathered at the workshop and additional requests from CI.
   X. Submit a Final Report showing how the consultancy achieved the workplan and any recommendations.

4. Period of Performance
It is expected this consultancy will take no more than 90 Days over a period of nine (9) months.

5. Location of Work
The consultant is expected to be home based with at least two visits to Timor-Leste for data gathering and national workshops.
Section 3. CI's Service Agreement Template & Ethics Standards

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

Service Agreement Number: [CONTRACT NUMBER]

Project Title: [PROJECT]

This Services Agreement (the ‘Agreement’) is made and entered into as of START 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 SERVICE PROVIDER NAME a [LEGAL ENTITY TYPE] (‘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 “The STAR Allocation Fund” and “Sustainable Forest Management 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 in Annex 1 (the ‘Services’), as may be modified from time to time:

2. 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.

3. Period of Performance. The Performance Start Date is END 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.

   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 equal to US$AMOUNT
   b. Expenses. The Fee For Services set forth above is inclusive of all expenses.

Service Provider must provide receipts or invoices for all expenses of US$40.00 or more. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.
c. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.

d. Payment Terms.

e. 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 expenses over $40.00. All amounts will be paid within thirty (30) days after receipt and approval of Consultant’s invoice.

5. Acceptance of Deliverables; Time is of the Essence

   a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the acceptance criteria included at Annex 1, 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.

   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 10 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.

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

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

8. Relationship of CI and Service Provider.

   a. [IF A COMPANY] Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all
matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers’ compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker’s compensation and/or disability insurance.

b. [IF AN INDIVIDUAL] Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers’ compensation coverage. Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker’s compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**

c. Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.

9. 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.

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

11. Intellectual Property

All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. All Works shall be deemed “works made for hire” within the
meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a "work made for hire," or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

CI 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.

12. **CI-GEF Environment Social Management Framework (ESMF).** The Service Provider is responsible for the implementation and monitoring of any required safeguard instrument or other required measures to address the Environmental and Social Management Framework, made public on the CI-GEF Project Agency webpage [http://www.conservation.org/about/gef/Pages/default.aspx](http://www.conservation.org/about/gef/Pages/default.aspx). Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

13. **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.

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

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

16. **Compliance With Law; CI Code of Ethics.** 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.

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

16. **Counterparts And Facsimile Signatures.**

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

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

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

18. **No Third-Party Beneficiaries.** Except as expressly set forth herein, neither party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Service Provider and CI.

19. **Non-Assignment.** This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.

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

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

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

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APPENDIX 1
TERMS OF REFERENCE AND DELIVERY SCHEDULE
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APPENDIX 2
ETHICS STANDARDS

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

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

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

Integrity:
- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where Services are carried out.
- Provide true representation of all Services performed.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:
- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors from sub-contractors, suppliers or other 3rd parties that would negatively impact the provision of Services to CI.

Accountability:
- Disclose to CI, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom with the goal of a successful outcome per the terms of this Agreement.

Confidentiality:
- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and other 3rd parties.

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