

## Request for Proposals (RFP)

Date: April 23, 2021

### **Request for Proposals # CI-NCS-DCRPG-001 Consultant to lead the development of a blue carbon restoration practical guide**

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for a consultant to lead the development of a practical guide to developing blue carbon projects through the restoration of coastal wetlands. The practical guide will be designed to increase the long-term success and sustainability of restoration projects in mangrove, tidal marsh, and seagrass ecosystems. The guide will provide clear directions for governments, engineers, contractors, practitioners, and communities seeking to restore and conserve blue carbon ecosystems— specifically for climate mitigation and adaptation, and other ecosystem services benefits. The attached RFP contains all the necessary information for interested Offerors.

Consultants should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention via email to [CIProcurement@conservation.org](mailto:CIProcurement@conservation.org) by 5pm EDT on May 14, 2021. Interested Offerors can submit their questions to [CIProcurement@conservation.org](mailto:CIProcurement@conservation.org).

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. Offers will be rejected if any illegal or corrupt practices have taken place in connection with the award.

*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 should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com)*

*Concerns regarding the integrity of the procurement process and documents shall be reported to [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com) under the procurement and purchasing activities.*

**Request for Proposals**

RFP # CI-NCS-DCRPG-001

For the provision of

Development of a blue carbon restoration practical guide

Contracting Entity:

Conservation International Foundation

Funded under:

Natural Climate Solutions

Global Mangrove Alliance: Identifying and tracking successes and motivating best practices

**Table of Contents:**

<b>Section 1.</b>	<b>Instructions and General Guidance</b>
<b>1.1</b>	Introduction
<b>1.2</b>	Offer deadline
<b>1.3</b>	Instruction for offerors
<b>1.4</b>	Chronological List of Events
<b>1.5</b>	Evaluation and basis for Selection
<b>Section 2.</b>	<b>Scope of Work, Deliverables, and Deliverables Schedule</b>
<b>2.1</b>	Scope of Work
<b>2.2</b>	Deliverables and Deliverables Schedule
<b>2.3</b>	CI's Service Agreement Template
<b>Section 3.</b>	<b>Offeror's Statement &amp; Certification</b>
<b>Appendix 1.</b>	<b>CI's Ethics Standards</b>

---

**Section 1. Instructions and General Guidance**

**1.1 Introduction**

CI, the Buyer, is soliciting offers from individual consultants to submit proposals to lead the management and development of the Blue Carbon Restoration Practical Guide by compiling best practices from successful restoration efforts and current science into clear guidance for stakeholders to apply in the field.

In the last half-century, the world has lost 50% of its mangroves and marshes and 30% of its seagrasses. With 150-250 million people living in coastal areas projected to be underwater by 2100; an estimated \$100 trillion of global infrastructure at risk from extreme weather and climate change; and mangrove ecosystem destruction alone, releasing over 132 million tons of CO<sub>2</sub> each year – scaling restoration to reverse coastal ecosystem loss has never been more critical.

Restoring coastal blue carbon ecosystems is a potentially transformative nature-based solution to mitigate climate change and increase coastal resiliency. Healthy blue carbon ecosystems sequester and store carbon at higher rates than terrestrial forests and act as natural infrastructure that provides essential protection from storms, coastal flooding, and erosion. Simultaneously, blue carbon ecosystems reduce poverty and increase economic resilience by increasing access to sustainable livelihoods and food sources. Despite this, scaling and investments in ambitious coastal restoration

projects has been slow. Driving the discrepancy between the high potential for benefits and low investment in coastal restoration is the fact that worldwide, these restoration efforts often fail.

However, the causes of restoration failure are often due to a lack of knowledge of good practices, and so are avoidable. For example, mangrove restoration typically occurs at large, national scales or at the small, site-specific scale; in all such cases failures can be broadly attributed to weaknesses applying science-based assessments of the need – resulting in poor project conception and execution. Many projects are conceived without addressing the underlying causes of loss, meaning they eventually fail to sustain any initial mangrove coverage gains. Even more projects fail due to poor techniques – like planting in the wrong areas or planting the wrong species – which are at odds with the established science. While effective restoration approaches have been developed and implemented in isolated cases, this capacity and knowledge is not broadly available.

Small-scale restoration is usually led by local NGOs and communities that may lack technical expertise to design restoration projects effectively. Large-scale restoration is usually led by governments trying to reduce costs and maximize project area. In the interest of scale, these efforts prioritize reestablishing only one or two ecosystem services (i.e. area goal, or economic benefit), rather than the full suite of potential ecosystem services (i.e., climate mitigation, biodiversity, economic benefit, etc.). These issues culminate in failures and elevated costs that reduce confidence in local communities and governments, waste resources, and – most importantly – do not recover lost ecosystems and the services they provide.

The failure of coastal blue carbon ecosystems restoration is also often caused by the oversimplification of the technical process favoring the direct planting of homogenous species without considering thoroughly the biophysical and eco-hydrological components of the targeted ecosystems. Lastly, the socio-cultural-political issues related to the cause of coastal blue carbon ecosystems degradation and how this understanding can be formulated to improve the success of restoration, as for instance exemplified in the case of Community Based Ecological Mangrove Rehabilitation (CBEMR), are often unaddressed.

The Practical Guide would seek to provide scientifically robust guidance that would address these barriers to successful restoration and put coastal restoration in the context of climate mitigation. It will be a companion document to the [Blue Carbon Field Guide](#), and similarly include detailed steps on proper science-based restoration for the ecosystems blue carbon value, based on extensive existing information and practical experience. The contents of the guide will be developed and finalized by the consultant working with international blue carbon experts but may include chapters on identifying goals and designing projects to meet specific climate targets, long-term carbon monitoring, relating restoration outcomes to policy initiatives, ecosystem services benefits to communities from restoration projects, resolving both biophysical and socio-political issues for improving restoration and points of consideration between project vs landscape scale restoration.

**OBJECTIVES:** The consultant will create comprehensive and scientifically robust, practical, and technical guidance for effective restoration of blue carbon ecosystems which can also consider both biophysical and socio-cultural-political issues of the restoration process and ensure it is widely adopted and distributed.

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.

## 1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, [CIProcurement@conservation.org](mailto:CIProcurement@conservation.org)

Offers must be received no later than 5PM EDT on May 14, 2021. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. CI cannot guarantee that late offers will be considered.

## 1.3 Instruction for Offerors

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

- Technical proposal
- Cost proposal
- Offeror's signed Statement & Certification (See Section 3)

### 1. Technical Proposal

The technical proposal shall comprise the following parts:

1. **Part 1:** Technical Approach, Proposed Methodology and Detailed Work Plan. This part shall be between 3 and 5 pages long, but may not exceed 5 pages.

Technical proposal should describe in brief how the consultant intends to carry out the requirement described in Section 2, Scope of Work (SOW). The consultant should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved.

2. **Part 2:** Consultant Capabilities, Experience, Past Performance, and References

The proposed consultant(s) must include a CV, which demonstrate the following:

- Proven knowledge of coastal blue carbon projects and coastal restoration science and techniques.
- Proven research skills and access to academic and other literature.
- Proven knowledge and experience in Community Based Ecological Coastal Blue Carbon Ecosystem Rehabilitation
- Proven knowledge on the benefits of ecosystem services to community in the case of restoration projects
- Experience managing a large group to deliver a specific goal, keeping them on task, and meeting deadlines
- Excellent written and verbal communication skills in English.

- Competence in the use of standard Microsoft Office applications (Word, Excel, Access, PowerPoint).

## 2. Cost Proposal

The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a fixed-price contract. The price of the contract to be awarded will be an all-inclusive. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget 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, realism, or completeness of an offeror’s proposed cost.

### 1.4. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP published	April 23, 2021
Proposal due date	May 14, 2021

The dates above may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

### 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.

	<b>Evaluation Criteria</b>	<b>[75 Points]</b>
<b>I</b>	<b>Technical Proposal Part I- Technical Approach, Proposed Methodology, and Detailed Work Plan</b>	
1	Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work (SOW)?	[5 points]

2	Does the proposed methodology address the activities detailed in the SOW?	[5 points]
3	Do the detailed activities and proposed timeline fulfill the requirements of executing the SOW effectively and efficiently?	[5 points]
4	Does the proposal demonstrate the offeror's knowledge related to technical sectors required by the SOW?	[5 points]
5	Does the proposal take into account universal design and the potential environmental impact of any planned procurements?	[5 points]
<b>II</b>	<b>Technical Proposal -Part II- Consultant Capabilities, Experience, Past Performance, and References</b>	
1	Personal qualifications	[10 points]
2	Experience with similar assignments	[10 points]
3	References	[5 points]
<b>III</b>	<b>Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)</b>	
1	Cost per deliverable included	[25 points]

## Section 2. Scope of Work, Deliverables, and Deliverables Schedule

### 2.1. Scope of Work

The Scope of Work for developing the Blue Carbon Restoration Practical Guide includes the following activities:

#### 1. Convening the Community

The Practical Guide will be developed through a collaborative process. The consultant will lead a virtual workshop to convene the international scientific community, managers, and other key stakeholders to facilitate discussion around blue carbon restoration best practices. The purpose of the workshop will be to determine the scope and structure of the Guide; contextual components would include the identification of current opportunities and restoration practices (both effective and problematic), refine questions around restoration best practices, identify needs to be addressed in other chapters, determine authorship for each section, and develop case studies.

#### 2. Production of the Practical Guide

Based on the outcomes of the Workshop, a Practical Guide will be produced that promotes scientifically based best practices in blue carbon restoration projects and connects restoration to a wider set of issues around policy, finance, and monitoring needs, while ensuring stakeholder engagement and integration of social and environmental safeguards. The consultant will be expected to contribute to the writing as well as manage a large and diverse set of expert authors,

ensure consistency of voice throughout the guide, manage the copy-editing process, and work with graphic designers to develop impactful figures where needed. Specifically, we envision the guidance to cover the following areas

- How to design a restoration project that meets specific climate mitigation objectives? Protocols for site selection and preparation, species and site matching, hydrology and geomorphology analysis and approaches, and the pros and cons of restoration methodologies and approaches across different contexts.
- How to implement science-based restoration best practices? Step by step protocols for managers to identify the strategies most suitable to their project area, identify common missteps and how to avoid them, and explain how to define project indicators such that projects begin with a needs assessment, baseline setting, and development of measurable goals so that success is clearly defined.
- How do we sustain a project over time? Guidance on data collection for monitoring, building community and institutional support, adaptive management, enforcement, and finance.
- How do we ensure that communities benefit from the project? Discussions on how blue carbon restoration contributes to community resilience, economic vitality and viability, equity, subsistence needs and sustainability.
- How to connect restoration to larger policy initiatives (Nationally Determined Contributions to the Paris Agreement, Sustainable Development Goals, etc.) and ensure the government allocates resources to support blue carbon conservation and restoration?
- How to design large scale restoration efforts?
- How to resolve biophysical and socio-cultural-political issues for sustaining mangrove restoration project?
- How do we engage the private sector and drive investment in blue carbon restoration?

### 3. Dissemination and Translation

The consultant will manage relationships and work with key stakeholders (government ministries, the Blue Carbon Initiative, the International Partnership for Blue Carbon, the Global Mangrove Alliance, the Global Green-Gray Infrastructure Coalition, and the IUCN Mangrove Specialist Group, etc.) to gain endorsements and request assistance in distribution. The consultant will also manage the translation of the Practical Guide into at least two additional languages.

#### **2.2. Deliverables and Deliverables Schedule**

It is expected that the work will commence no later than June 1<sup>st</sup> 2021 and will end no later than December 31<sup>st</sup> 2022. The assignment will begin with initial video-conference consultation with CI to better understand the requirements of the work. Additional videoconference meetings with authors and key stakeholders will be held. Monthly updates will be provided to CI to provide input and monitor progress.

1. July 1<sup>st</sup>, 2021 - Final versions of the Practical Guide outline, author list and writing assignments, timeline with deadlines for author input, and case studies identified.
2. September 1<sup>st</sup>, 2022 - Practical Guide text approved by stakeholders and authors, a polished final version including that has been professionally copy edited and all graphics included.



- *Note that there is separate budget for copy-editing and graphic design, so those costs do not need to be included in the bid, however, please do include time to manage those processes.*
3. December 31<sup>st</sup>, 2022 - Practical Guide translated into at least 2 languages (actual translation will be conducted by a third party), Practical Guide available on key stakeholder sites, printed versions sent to all authors.

### **2.3 Appendix 2: CI's Service Agreement Template**

**Section 3. Offeror's Statement & Certification**

**This statement must be signed by the Offeror's representative and submitted with the full proposal by the deadline stated in Section 1.2.**

**Offerors shall be excluded from participation in this RFP if:**

1. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
2. They or persons having powers of representation, decision-making or control over them have been convicted of an offense concerning their professional conduct by a final judgment;
3. They have been guilty of grave professional misconduct; proven by any means which the CI can justify;
4. They have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the Country in which they are established, or with those of the country of CI or those of the country where the contract is to be performed;
5. They or persons having powers of representation, decision- making or control over them have been convicted for fraud, corruption, involvement in a criminal organization or money laundering by a final judgment;
6. They make use of child labor or forced labor and/or practice discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

---

By signing above, the offeror certifies that they are not in any of the above listed situations.

## ETHICS STANDARDS

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

**Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).**

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

### Integrity:

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

### Transparency:

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

### Accountability:

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

### Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:

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

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

**APPENDIX 2**

**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').

- 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**

**COMPLETE THE TABLE BELOW**

#	<b>[OPTION 1]</b> <b>Allotted</b> <b>[days/</b> <b>hours]</b> <b>[OR</b> <b>OPTION 2</b> <b>Delete</b> <b>column if</b> <b>not</b> <b>applicabl</b> <b>e]</b>	Activity	Due date	Deliverable
1				
2				
3				
4				
5				
6				

#	[OPTION 1] Allotted [days/ hours] [OR OPTION 2 Delete column if not applicabl e]	Activity	Due date	Deliverable
7				
8				
9				

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.

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 equal to US\$**[click and type amount]**.

b. Expenses. **[OPTION 1]** The Fee For Services set forth above is inclusive of all 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 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.

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.

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

i. **[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 UNCLEAR EXPECTATIONS CONSTITUTES A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS.]**

**ACCEPTANCE CRITERIA SHOULD DEFINE THE MINIMUM EXPECTATIONS AND STANDARDS FOR A COMPLETE AND QUALITY DELIVERABLE. THIS IS THE CRITERIA CI WILL USE TO APPROVE THE DELIVERABLE AND ISSUE PAYMENT.**

**IF THE ACCEPTANCE CRITERIA ARE DETAILED OR COMPLEX YOU MAY INCLUDE THEM IN ATTACHMENT 1 AND MAKE REFERENCE TO ATTACHMENT 1 IN 4(A).**

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 (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.
6. 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.
7. Relationship of CI and Service Provider. **CHOOSE (A) OR (B) DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY**
  - a. **IF A COMPANY** Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
  - b. **IF AN INDIVIDUAL** Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of





CI for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage.

Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**

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

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

11. 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]**
12. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
13. 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.
14. 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

19. **NON-ASSIGNMENT. THIS AGREEMENT SHALL NOT BE TRANSFERRED OR ASSIGNED BY SERVICE PROVIDER WITHOUT PRIOR WRITTEN CONSENT OF CI.**  
incorporated by reference.
15. 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.
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.

If to Service Provider:

[Click and type Contractor name]

[Click and type Contractor Address]

Phone:

[Click and type Contractor phone]

Fax: [Click and type Contractor fax]

If to CI:

Attn:

[Click and type contact person]

Conservation International  
Foundation

2011 Crystal Drive, Suite 500

Arlington, VA 22202

Phone: 703-341.2400

Fax: [click and type your fax number]"

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

[CLICK AND TYPE CONTRACTOR NAME]

Conservation International Foundation

---

[Click here and type Title]

[Name of CI representative]

[Title]

[SVPs/+ or their authorized designees only]