



Request for Proposals (RFP)

Date: 11/30/2018

RFP No. 005

Section I. Introductions, Scope of Work, and Deliverables

I.1. Introduction

Conservation International Foundation. (hereinafter referred to as "Conservation International"), is issuing a Request for Proposals (RFP) for a consultant to prepare the project document/ CEO endorsement package for GEF project. The award will be in the form of service agreement (hereinafter referred to as "the contract"). The successful Consultant shall be required to adhere to the statement of work, CI's Code of Ethics and the terms and conditions of the contract. 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.

I.2. Scope of Work

The consultant will lead the development of the PIF, Child Projects or Expressions of Interest or ProDoc and the GEF CEO endorsement template for the GEF projects developed by Conservation International GEF Agency (CI-GEF Agency). The consultant will work in coordination with the CI-GEF team and the Executing Agency to deliver either a PIF, Child Projects or Expressions of Interest or a ProDoc/CEO endorsement template.

PIF, Child Projects or Expressions of Interest: Working with the Executing Agencies and all stakeholders, deliver a completed PIF in line with GEF Focal Area requirements.

ProDoc/CEO endorsement:

Drawing on the approved PIF and incorporating input from the Executing Agency(ies), government and all stakeholders, the consultant will be responsible for preparing the ProDoc and all related Annexes, including a complete Results Framework, Environmental and Social Safeguard screening and resulting safeguard plans, responses to the GEF Scientific and Technical Advisory Panel (STAP), GEF Council Members. The consultant will also be responsible for preparing the GEF CEO endorsement template and completing the relevant GEF focal area(s) tracking tool(s). The consultant shall work with Operational and Finance Staff, providing inputs to activities to develop a comprehensive and accurate budget for project implementation. The consultant shall work from his or her base of operations.

I.3. Key Tasks

The consultant will undertake the following tasks

PIF/ Child Project/ Expressions of Interest:

- Study documentation, and use any other existing sources of data and other useful materials in to prepare a Results Framework;
- Review all documentation provided by the Executing Agencies and stakeholders. This documentation will be the background information to complete the PIF template
- Deliver 1st draft of the PIF, including all annexes;
- Incorporate all comments, including budget information from the Executing Agencies and the CI-GEF Agency;
- Support resubmission of the 1-step MSP by incorporating feedback from the GEF Program Manager

ProDoc:

- Undertake a review of relevant literature and documents, e.g. national development plans, NBSAPs, NAPs, NAPAs, baseline studies, current/previous GEF projects, terminal evaluations, technical studies/reports.
- Consult with key stakeholders to solicit their input into the development of the ProDoc. These consultations can take place via telephone, electronic conferencing, or in person workshops and/or interviews, and should at minimum, involve the Executing Agencies, government, and stakeholders identified in the PIF.
- Informed by the literature review and stakeholder consultations, prepare a ProDoc for a GEF project based upon the approved PIF and project framework. The consultant will also be responsible for preparing the CEO approval/endorsement document and the all the annexes that are needed for the ProDoc.
- Obtain information form key stakeholders as input for budget development and work with the Executing Agency finance lead to make sure the budget is aligned with the project strategy and results framework
- Revise and finalize the ProDoc and CEO approval/endorsement document and all related annexes to address comments from the CI-GEF Project Agency, Executing Agency(ies) and key stakeholders.
- Write and finalize Project Identification Form (PIF), Child Projects and Expressions of Interest.

I.4. Deliverables

PIF:

- A workplan that specifies monthly activities and milestones
- Participation at Kick-Off meeting sand any other meetings organized by the CI-GEF Agency
- The completed Results Framework
- A first draft of the PIF, Child Project or Expression of Interest
- A final draft of the PIF, Child Project or Expression of Interest with all the required annexes, which responds to the comments from the CI GEF Project Agency, Executing Agencies, government and other stakeholders.

ProDoc:

- A workplan that specifies monthly activities and milestones
- Participation at the PPG Kick-Off meeting and any other meetings organized by the CI-GEF Agency
- The completed Results Framework following the template provided in Annex 1 of the CI-GEF ProDoc template.
- A zero draft of the ProDoc, using the outline provided by the CI GEF Project Agency, the approved PIF, the GEF Secretariat's comments on the PIF, and additional information provided by the stakeholders. 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.
- A first draft of the ProDoc, which addresses all the comments from the GEF Secretariat on the PIF, and the comments from the CI GEF Project Agency on the zero draft of the ProDoc. This first draft incorporates and addresses results from stakeholder consultations and meetings, and it includes the required baseline information, budget, safeguard plans (depending on the agreement with the consultant), etc.,
- A final draft of the ProDoc with all the required annexes, which responds to the comments from the CI GEF Project Agency, Executing Agencies, government and other stakeholders.
- The CEO approval/endorsement document

I.5. Time Table of Performance

It is expected that the performance dates are from January 1 to December 31, 2019 but there is potential possibility of change. The consultant (s) will be notified with the exact date (s) upon and based on CI's need and requirement.

I.6. Minimum Qualifications

CI requires an individual or small team of individuals with senior-level qualifications to perform the work described here. Individuals will have, at a minimum, 5 years of experience in the field of conservation and sustainable development, including substantial experience of preparing GEF projects.

Section II. Instruction for Proposal Submission

Offers & Questions shall be submitted electronically to the following email address, ciprocurement@conservation.org by the closing date in Section II.3. Offerors are responsible to ensure their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

II.1. Technical Proposal

The proposal must be submitted in English Language. The following should be included in the proposal:

- a. Technical approach, Methodology, and a detailed work plan with key deliverables. The work plan should include deliverables and expected time commitments to meet them.
- b. Management, Key Personnel, and Staffing Plan. This section should include CV(s) for key personnel that will be assigned to the implementation of the proposed methodology, clearly defining the roles and responsibilities.
- c. Corporate Capabilities, Experience, and Past Performance. This section should provide a sample of similar work completed previously. Provide two references with the name and contact details.

II.2. Financial Proposal

A budget in USD with a brief narrative. It should show hourly rate, the level of effort and total cost for each assignment (PIF & ProDoc).

II.3. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines. The dates may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

RFP published	11/30/2018
Deadline for written questions	12/07/2018
Proposal due date	12/21/2018

II.4. Evaluation and Basis for award

Award (s) will be made to the offeror (s) 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.

- Relevant Technical Expertise & Past performance [40 PTS]
- Approach, Timeline and Detailed work plan [40 PTS]
- Budget [20 PTS]

II.5. Terms of the contract

This is a request for proposal only and in no way, obligates CI to award a contract. In the event of contract negotiation with a successful Consultant (s), CI will use the template shown as annex II to this RFP (or any other appropriate template). The consultant adhered to the terms and conditions of the agreement outlined in the service agreement. CI reserve the right to award the contract to one or more than one consultant (s).

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.



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

Service Agreement Number: [ENTER AGRESSO CMF NUMBER]

Services: [ENTER DIVISION AND GENERAL DESCRIPTION OF WORK]

This Master 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 **[click and type legal entity e.g. sole proprietor, partnership, corporation etc.]** ("Service Provider").

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Services; Work to be Performed

CI hereby engages Service Provider as an independent contractor, on a non-exclusive basis, to perform the activities and provide the deliverables ("Services") under the terms of this Agreement, and as specified in one or more written task orders (each a "Task Order" and collectively "Task Orders") issued by CI and accepted by Service Provider. Each Task Order shall be in substantially the same form attached as Appendix 1 and shall include the following information:

- (1) Service Agreement Number
- (2) Task Order Number
- (3) CI Technical Director
- (4) Period of Performance
- (5) Description of the Services, Deliverables, and Due Dates
- (6) Compensation and Payment Terms
- (7) Special Conditions (if any).

The Service Provider shall acknowledge receipt and its acceptance or rejection of each Task Order within seven (7) calendar days of its receipt. Each Task Order, when issued by CI and accepted by the Service Provider, shall become part of this Agreement and shall be individually subject to the terms and conditions of this Agreement, as well as any other terms detailed in the Task Order.

During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to any Task Order. All changes shall be in writing and signed by authorized representatives of the parties.

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.

The Service Provider shall complete all Services within the period of performance specified for each Task Order. Each Task Order's period of performance shall be within the Period of Performance of this Agreement.

3. Compensation

- a. Fee for Services. As consideration for Service Provider's performance of the Services, CI shall pay Service Provider for Services performed under this Agreement pursuant to the terms of each Task Order and as otherwise specified by this Agreement
- b. Expenses. CI shall reimburse Service Provider for any reasonable, documented, out of pocket expenses in accordance with the terms set forth in each Task Order. Service Provider must provide receipts or invoices for all expenses of US\$40.00 or more. Total expenses shall not exceed the budget set forth in the relevant Task Order without CI's prior written approval.
- c. All activities and expenditures must occur during the Performance Period of each Task Order to be reimbursable.
- d. Payment Terms. Payments shall be made against invoices as provided in a specific Task Order. Service Provider shall provide invoices to CI setting forth details required by the relevant Task Order, Service Provider's name and address, place of performance, days/period and hours worked, and payment instructions. Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over \$40.00. CI shall pay undisputed amounts within thirty (30) days after receiving Service Providers' invoice.
- e. Service Provider shall provide an IRS W-9 form for unincorporated 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 in accordance with the acceptance criteria set forth in the relevant Task Order.
- b. Acceptance. In the event that the Services under a Task Order meet CI's acceptance criteria, CI shall notify the Service Provider via email of such acceptance. In the event that a Service does not meet CI's acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Service require revision. Service Provider shall implement such revisions in accordance with CI's instructions and provide the revised Service 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 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 beforehand.

- c. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the schedule set forth in the applicable Task Order. 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 or any Task Order issued hereunder at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI return all work completed up to the effective date of termination in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by 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

CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS - NOTE THAT THE FIRST OPTION IS RECOMMENDED

11. **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 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.

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 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. 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.
15. Compliance with Law; CI Code of Ethics. Service Provider will cause the Services performed hereunder to conform to all requirements of all applicable federal, state

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

and local laws, rules and regulations including, but not limited to, laws relating to equal employment opportunity, as well as all the generally accepted standards applicable to such work. 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.

16. Service Provider's Anti-Terrorism Representation and Warranty. 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.

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]
Foundation

Conservation International

Name:

[Click here and type Title]

Date:

[Name of CI representative]

[Title]

[SVPs/+ or their authorized designees only]

Date:

**Appendix 1
FORM OF TASK ORDER**

This Task Order (“Task Order”), issued on _____ [DATE] by and between **Conservation International Foundation** (“CI”), a nonprofit public benefit corporation organized and existing under the laws of the State of California and **[click and type name]** (“Service Provider”), is hereby attached to and incorporated in the Master Services Agreement effective _____ [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (“Agreement”). Unless otherwise specified, all capitalized terms used in this Task Order have the same meaning as used in the Agreement.

1. Service Agreement Number:
2. Task Order Number:
3. CI Technical Director. The Service Provider will receive technical direction for Services performed under this Task Order from [NAME CI TECHNICAL DIRECTOR].
4. Period of Performance. This Task Order is in effect from _____ to _____. All Services shall be performed within this Period of Performance, unless extended by CI in writing.
5. Description of the Services, Deliverables and Due Dates

	Allotted days	Activity	Due Date	Deliverable
1				
2				
3				
4				
5				
Total				

6. Compensation and Payment Terms
 - a. Fee. In consideration of Service Provider’s performance of the Services during the Period of Performance of this Task Order No. ____, CI shall pay Service Provider an amount (the “Fee”) **[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]**

[OPTION 1 not to exceed amount, based on labor rate] not to exceed US\$ _____ which is based on a rate of US\$ _____ per **[hour/day/week]** for such times as the Service Provider actually performs Services under this Agreement.

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

b. Expenses. **[choose option 1 or 2]**

[OPTION 1] The Fee set forth above is inclusive of all expenses.
OR

[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. All activities and expenditures must occur during the Period of Performance of this Task Order to be reimbursable.

c. Payment shall be made **[choose option 1 or 2]**

[OPTION 1] upon receipt and CI's approval of Service Provider's monthly invoice. In addition to the details required by Section 3 in the Agreement, the invoices shall include an itemization of days work, services performed and deliverables produced;

[OPTION 2] upon receipt of Service Provider's invoice and in accordance with the following payment milestones: (a) upon completion and CI's acceptance of deliverables 1 - 3: USD _____; (b) upon completion and CI's acceptance of deliverables 4 -5: USD _____. In addition to the details required by Section 3 in the Master Services Agreement, the invoices shall refer to the respective payment milestone and itemize the services performed and deliverables produced.

7. Special Conditions.

SIGNED:

Service Provider
Foundation

Conservation International

Date _____

Date: _____

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.

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- 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.

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- 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.

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



FOR SERVICE PROVIDER:

By: _____

Title: _____

Date: _____