June 18, 2020

Request for Proposals

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for Climate Change Vulnerability Assessment – Los Lagos Region National Parks, Chile. The attached RFP contains all the necessary information for interested Offerors.

Contractors/Consultants should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention to Patrick Roehrdanz at proehrdanz@conservation.org by July 7, 2020 (by 5 pm Pacific Time PT). Interested Offerors can submit their questions to proehrdanz@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.

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

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

RFP # 1001748 BHP-001

For the provision of

Climate Change Vulnerability Assessment – Los Lagos Region National Parks, Chile

Contracting Entity:

Conservation International
2011 Crystal Drive, Suite 600
Arlington, VA 22202

Funded under:

BHP GROUP

BHP
Section 1. Instructions and General Guidance

1.1 Introduction

CI, the Buyer, is soliciting offers from firms and consultants, to submit proposals to carry out the Climate Change Vulnerability Assessment – Los Lagos Region National Parks, Chile.

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, proehrdanz@conservation.org.

Offers must be received no later than 5 pm, July 7, 2020, Pacific Time (PT). Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered. 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

1. 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). The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The offeror should include details on personnel, equipment, and contractors who will be used to carry out the required services.

Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The Technical Proposal should include CV(s) for the following:

[(i) Consultants:

• Consultant must have demonstrated prior experience working in Chile – with strong preference given to prior experience in one or more of the identified sites.
• Primary researcher will possess an MS or PhD in environmental science, earth systems science, biology, ecology, geography, natural resource management or related field
• Demonstrated experience with analysis of historical impacts of climate change as well as climate change projections
• Experience in the communication of climate change impacts and uncertainty
• Strong technical writing/editing skills with evidence of prior peer reviewed publications
• Experience with GIS software to produce high quality mapped products
• Experience with high volume spatial analysis and data management
• Access to computational facilities/resources necessary to complete required tasks
• Working proficiency in both Spanish and English is required


• Part 3: Corporate Capabilities, Experience, Past Performance, and references. This part shall be between 1 and 4 pages long, but may not exceed 4 pages.

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 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 United States Dollars 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.

The following contract will be on a Firm Fixed Price basis; therefore, the cost proposal must price out each individual Task/Deliverable outlined in pages 7-8.

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 June 18, 2020
Deadline for written questions June 24, 2020
Proposal due date July 7, 2020 by 5:00 pm (Pacific Time)

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.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Technical Proposal Part I - Technical Approach, Methodology, and Detailed Work Plan</td>
<td></td>
</tr>
<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>
<td>20</td>
</tr>
<tr>
<td>2 Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
<td>10</td>
</tr>
</tbody>
</table>
Section 2. Scope of Work, Deliverables, and Deliverables Schedule

2.1. Scope of Work

Project Context
Global investments in area-based conservation face an uncertain future under climate change. Climate change will induce changes to the species composition, hydrology, and ecosystem function within each site as well as external pressures in the areas surrounding the conservation sites. Conservation International (CI) has expertise in performing site-based climate change vulnerability assessments as well as experience on climate change vulnerability assessments that includes physical projections, biological and social impacts from and responses to climate change. CI and BHP have identified five conservation sites that overlap with geographic areas of CI expertise where climate change vulnerability assessments will be conducted. Those sites are: Alto Mayo (Peru), Cordillera Azul (Peru), GuateCarbon (Guatemala), Kasigau Corridor (Kenya) and Chyulu Hills (Kenya). Additionally, CI and BHP have identified a suite of possible sites in the Los Lagos region of Chile to conduct an in-depth vulnerability assessment consisting of: 1) literature review regarding historic observations; 2) interviews with site/park managers; 3) on site primary data collection as necessary; 4) integrated assessment of potential climate change impacts on both ecosystem function and the livelihoods of local stakeholders who rely on the natural areas; 5) written report of findings that communicates projected impacts of climate change and recommendations for possible management responses. Sites identified for the in-depths assessment are: 1) Vicente Perez Rosales National Park; 2) Alerce Andino National Park; 3) Puyehue National Park. Depending on the outcome of initial scoping activities outlined below, the assessment may commence at one individual park or may encompass all three.

Goals and Outcomes

Goals:
Building upon analytic techniques and modeling expertise developed by CI to assess risks posed by climate change – conduct an integrated vulnerability assessment at selected site(s) in southern Chile that encompasses both biophysical and social dimensions of climate change impact.

Outcomes:
- Completed assessment of projected climate change impacts on species, ecological infrastructure, and the local communities associated with the site
- Recommendations of possible management responses tailored to an audience of site/park managers and national-level officials and system managers.
- Results will be conveyed through written reports and interactive data visualization.

Success criteria
We will know that we have been successful when:
- Results generated from climate change vulnerability analysis have been compiled into reports and conveyed through interactive visualization tools.
- Management recommendations clearly communicated to identified stakeholders
- Methods for the in-depth assessment may serve as a template for future analysis at other sites of international conservation significance.

Consultant Tasks/Deliverables:
1. Literature review and site scoping
   - Assemble and review exiting information relevant to the climate change vulnerability of the candidate sites. Information gathering will also involve communication with site-level contacts.
   - Specific information to assemble and consider in developing the methodological approach:
     i. Existing climate change assessments for the sites and/or surrounding areas (greatest geographic match possible)
     ii. Contextual information as to the livelihoods of populations living in or around the site; or identify stakeholders that may derive economic utility from the site.
     iii. Site management documents if applicable

2. Methodological design
   The methodological design component is structured to: 1) build on the vulnerability assessment framework developed by Conservation International that will be applied to additional conservation sites; 2) identify additional information and analyses that will enrich the in-depth assessment for the Chilean sites; 3) ensure adherence to the Conservation International framework through review of an initial draft of the proposed methods; 4) finalize/approve with the kickoff meeting -
   - Based on preliminary findings and scoping, consultant will produce a document of the planned methodology to be used in conducting the assessment.
   - Document will cover both the biophysical and social dimensions of climate change impact.
• Biophysical methods identified will upon core analysis conducted by CI to enrich the detail and provide additional dimensions to the assessment
  i. Emphasis will be placed on regional or local data products that offer enhanced understanding beyond what is possible with public global datasets.
• Methodological design will be reviewed with CI project leads in an assessment kick off meeting to be held in Chile (or virtually pending ongoing travel restrictions)

3. Data collection and analysis
• Assemble and organize required data for the site assessments.
• Conduct site visits and/or field work for primary data collection as needed
• Perform analysis as outlined in approved methodological design
• Synthesize findings complemented with core analyses led by CI

4. Final report and outreach
• Written report that documents all research activities and synthesize key findings
  i. Report should include recommendations of possible management responses to the key impacts/vulnerabilities identified through the assessment
• Presentation of results through in-person presentations or webinar format
  i. Key stakeholders identified in site scoping and methodological design
  ii. Project leads and related constituencies at BHP and Conservation International
• Repository of all datasets produced through the assessment
  i. Includes documentation of sources and analytical methods used with publicly available datasets

2.2. Deliverables & Deliverables Schedule (Please see the table below)
#### Due Dates/Timeline:

<table>
<thead>
<tr>
<th>Task 1: Literature review/site scoping</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deliverables:</strong> Consultant orientation meeting to ensure cohesiveness with Conservation International vulnerability assessment framework</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compiled report of findings with data sources covering the selected sites.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 2: Methodological design and kickoff meeting</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deliverables:</strong> Documentation of proposed methods to be used during assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kickoff meeting with CI leads to review/approve methods and launch the assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kickoff meeting (virtual or in Chile) to discuss/refine methodology</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft methodology proposal due August 31, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved methodology document due September 30, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 3: Assessment analysis</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Task 4: Final report/outreach</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deliverables:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft final report due</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presentation of findings to key stakeholders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Page: 9 of 22
Template Date: May 22, 2018
Owner: Finance, Grants and Contracts Unit
**Deliverable:** Final report documenting major findings of the assessment

Presentation of findings to:
1) key stakeholders identified in tasks 1 and 2
2) constituencies from CI and BHP

Repository of all data/analysis produced through the assessment

<table>
<thead>
<tr>
<th>Date</th>
<th>Format</th>
<th>Final report of assessment due Feb 28, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January 31, 2021</strong></td>
<td>(webinar or in-person presentation format); presentation of findings to BHP/CI (webinar format)</td>
<td></td>
</tr>
</tbody>
</table>

Page: 10 of 22
Template Date: May 22, 2018
Owner: Finance, Grants and Contracts Unit
2.3 Attachment: CI’s Service Agreement Template
The section below contains a template of the legal language for this agreement. Before submitting a proposal, please make sure that your organization agrees with this language.

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’).

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

[INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES; AND COMPLETE THE TABLE BELOW]

<table>
<thead>
<tr>
<th>#</th>
<th>[OPTION 1] Allocated [days/hours]</th>
<th>Activity</th>
<th>Due date</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 [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. [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. [PLEASE CHOOSE APPROPRIATE OPTION]

   [EXAMPLE 1] Payment shall be made against invoice(s). Consultant shall invoice CI on a monthly basis. Consultant shall provide invoices to CI containing name and address, place
of performance, days/period and hours worked according to activities and deliverables (as defined in Section 1), 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. All amounts will be paid within thirty (30) days after receipt and approval of Consultant’s invoice.

[EXAMPLE 2] Payment shall be made in accordance with the following payment milestones:
(1) $____ upon completion and CI’s acceptance of deliverable No. 1,
(2) $____ upon completion and CI’s acceptance deliverable No. 2,
(3) $____ upon completion and CI’s acceptance of final deliverable.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, shall be accompanied by an itemized account of such expenses, together with original receipts for 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. **Compliance with Anti-Corruption Laws.**
a. Service Provider represents, warrants and agrees that neither Service Provider nor, to its
knowledge (having made reasonable inquiries), any of its Related Entities or their Personnel has
authorized, offered, promised or given, or will authorize, offer, promise or give, anything of value
(including a facilitation payment) to:

   i. any Government Official, in order to influence or reward official action relating to the
      Services hereunder or this Agreement;

   ii. any person (whether or not a Government Official) to influence that person to act in breach
       of a duty of good faith, impartiality or trust (“Acting Improperly”) in relation to the Services
       provided hereunder or this Agreement, to reward the person for Acting Improperly or in
       circumstances where the recipient would be Acting Improperly by receiving the thing of
       value; or

   iii. any other person while knowing, or while he or she ought reasonably to have known, that
       all or any portion of the money or other thing of value that was authorized, offered,
       promised or given or will be authorized, offered, promised or given to:

       A. a Government Official in order to influence or reward official action relating to the
          Services provided hereunder or this Agreement; or

       B. any person in order to influence or reward such person for Acting Improperly in
          relation to the Services provided hereunder or this Agreement.

b. Service Provider will notify CI promptly, and in any event within five (5) Business Days, of any
   request or demand for any payment, gift or other advantage that violates or would violate any
   Applicable Anti-corruption Laws received by Service Provider, any of its Related Entities or their
   Personnel in relation to the Services provided hereunder or this Agreement.

c. Service Provider shall not, and shall use reasonable efforts to ensure that none of its Related
   Entities or their Personnel will, receive or agree to accept any payment, gift or other advantage
   that violates any Applicable Anti-corruption Laws in relation to the Services provided hereunder
   or this Agreement.

d. Save for any ownership interest in respect of shares listed on a recognized stock exchange or as
   otherwise notified to CI by Service Provider in writing before the Effective Date, Service Provider
   represents and warrants that:

   i. neither Service Provider, any of its Related Entities, nor any other entity in which Service
      Provider has an ownership interest, is directly or indirectly owned or controlled, in whole or
      in part, by any Government Official; and

   ii. no officer, director or member (if applicable) of Service Provider, or employee of Service
       Provider who at the Effective Date is expected to play a significant role in the delivery of
       the Services, is, or currently expects to become, a Government Official during the term of
       this Agreement.

e. Service Provider will notify CI promptly, and in any event within five (5) Business Days, upon
   becoming aware that any officer, director or member (if applicable) of Service Provider, or
   employee of Service Provider who at the relevant date plays or is expected to play a significant
   role in the delivery of the Services, becomes, or expects to become, a Government Official.

f. If:

   i. a breach of Section 8.a, Section 8.c or Section 8.d or Section 9 occurs or CI knows or
      believes, acting reasonably, that such a breach is imminent; or

   ii. Service Provider gives notice pursuant to Section 8.b or Section 8.e,
then CI may (without prejudice to any other rights that it might have):

iii. suspend performance of this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur; or

iv. terminate this Agreement by serving notice in writing to that effect upon Service Provider, in which event, CI will not be obliged to:
   A. make any payment to Service Provider in respect of goods, services or other benefits that have been procured through, or are related to, the breach of Section 8.a, Section 8.c or Section 8.d; or
   B. reimburse or indemnify Service Provider for any liability or cost connected with the breach of Section 8.a, Section 8.c or Section 8.d.

v. Service Provider must notify CI promptly upon becoming aware of any breach, imminent breach or suspected or potential breach of Section 8.a, Section 8.c or Section 8.d by Service Provider, its Related Entities or their Personnel.

9. Books and Records

   a. Service Provider will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made pursuant to or in connection with, this Agreement.

   b. Service Provider will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with this Agreement, or transactions which relate to this Agreement or the performance of it, are properly, accurately and completely recorded.

   c. Service Provider will, upon at least three (3) business days' notice, permit CI (at its cost) to audit and examine any books and financial records necessary for the verification of compliance with Service Provider's representations, warranties and undertakings under Section 8, this Section 9, Section 10 and Section 16. Such examination shall not occur more than twice a year unless CI has reasonable grounds to believe a breach or imminent or potential breach of or in connection with this Agreement has or is likely to occur.

   d. Service Provider will provide any information and assistance reasonably required by CI to enable and facilitate the audit and examination under Section 11.c, including access to Service Provider's Personnel.

10. TRADE CONTROLS

   a. Each Party must, in performing this Agreement, comply with Applicable Trade Controls Laws.

   b. Service Provider must not, without CI's prior written consent, provide to CI any (i) Services of a Sanctioned Country or Territory origin, including but not limited to any Services performed in a Sanctioned Country or Territory and any Services performed outside of a Sanctioned Country or Territory by an entity organized under the laws of a Sanctioned Country or Territory, or a person ordinarily resident in a Sanctioned Country or Territory; or (ii) Services that involve a Sanctioned Party in any respect.

   c. Each party represents and warrants that it:

      i. is not organized under the laws of, or located or ordinarily resident in, a Sanctioned Country or Territory;
      ii. is not part of nor owned or controlled by the government of a Sanctioned Country or Territory;
iii. is not a Sanctioned Party; and

iv. will not take any actions that cause it to become a Sanctioned Party or otherwise to become sanctioned, restricted, or designated under Applicable Trade Controls Laws during the term of this Agreement, but if a party becomes or expects to become a Sanctioned Party or otherwise sanctioned, restricted, or designated, that party must notify the other party as soon as possible.

These representations and warranties continue in effect for the term of this Agreement.

d. On request by CI, Service Provider must provide to CI the export control jurisdiction and classification and harmonized tariff/import code of any software, technology or other items that Service Provider provides to CI in connection with this Agreement.

e. Nothing in this Agreement requires either party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.

f. Either party may immediately terminate this Agreement by giving written notice to the other party if that other party breaches this Section 10 (other than Section 10.d). Despite anything to the contrary in this Agreement, if CI terminate this Agreement for a breach by Service Provider of this Section 10 (other than Section 10.d), CI will have no obligation to return any items supplied by Service Provider to CI, make any payments, or otherwise provide compensation to Service Provider unless CI has received all government authorizations required to do so.

11. **Confidential Matters and Proprietary Information.**

   a. 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, or to the detriment of CI, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. The receiving party will not, without the disclosing party’s prior written consent, disclose any Confidential Information to any person other than receiving party’s Related Entities, Personnel, advisors and other representatives (including legal counsel and accountants) who have (i) a need to know; (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) are bound by confidentiality and use restrictions at least as restrictive as those described in this Agreement.

   b. 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 (i) available to the receiving party from third parties on an unrestricted basis; (ii) independently developed by the receiving party; or (iii) disclosed by the other party to others on an unrestricted basis.

   c. This Section 11 shall survive for three (3) years past the expiration or termination of this Agreement.

12. **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.

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. **[IN THE EVENT OF HIGH RISK ACTIVITIES, PLEASE CONTACT GCO FOR INCORPORATION OF A RELEASE OF LIABILITY]**

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 Applicable Anti-corruption Laws and Applicable Trade Control Laws, 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, and the Code of Business Conduct and Zero Tolerance Requirements found at https://www.bhp.com/-/media/documents/ourapproach/governance/180529_supply.pdf?la=en. Where an aspect of the Code of Business Conduct mandates an internal standard, Service Provider is expected to adopt and adhere to a similar standard.

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.

18. **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.

   c. **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.

17. **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.

23. **Definitions.** In this Agreement (unless the context otherwise requires):

   a. **Applicable Anti-corruption Laws** means any anti-corruption Laws that are applicable to Service Provider, CI or this Agreement, including but not limited to: (i) the United States Foreign Corrupt Practices Act; (ii) the United Kingdom Bribery Act 2010; and (iii) the Australian Criminal Code 1995 (Cth).

   b. **Applicable Trade Control Laws** means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and
also includes U.S. anti-boycott laws and regulations or those of any other country with jurisdiction over the activities undertaken in connection with this Agreement.

c. Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction.

d. Government Official means any:

i. individual who is employed by or acting on behalf of an Authority, government, government-controlled entity, wholly or partially-owned government entity, or public international organization;

ii. political party, party official or candidate;

iii. individual who holds or performs the duties of an appointment, office or position created by custom or convention; or

iv. individual who holds himself out to be the authorized intermediary of any person specified in paragraphs i., ii. or iii. above.

e. Personnel means directors, employees, agents and contractors but a reference to CI’s Personnel excludes Service Provider.

f. Related Entity means, in relation to a party or other entity, a body corporate which is:

i. a controlling company;

ii. a controlled company; or

iii. a controlled company of a controlling company,

of that Party or other entity. For the purposes of this definition, one body corporate controls another when at the relevant time:

(A) it owns either directly or indirectly or is otherwise in a position to cast, or control the casting of, not less than 50% of the shares entitled to vote at general meetings of that other body corporate;

(B) it controls the composition of a majority of the board of that other body corporate; or

(C) it exercises preponderant general or financial control over that other body corporate pursuant to contractual or otherwise enforceable rights or entitlements;

and “controlled” and “controlling” will be construed accordingly.

g. Sanctioned Country or Territory means any country or territory against which comprehensive sanctions are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, the United Nations or United Nations Security Council, or any other country with jurisdiction over the activities undertaken in connection with this Agreement. As at the Effective Date, Sanctioned Country or Territory includes Iran, Cuba, Sudan, Syria, North Korea and the Crimea region of Ukraine.

h. Sanctioned Party means:

i. any person or entity designated for export controls or sanctions restrictions under any Applicable Trade Control Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions
Evaders List, Entity List, Denied Persons List, Debarred List, Australia’s Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; and

ii. any entity 50% or more owned or any entity that is controlled, directly or indirectly, by one or more of the persons or entities in paragraph i. above.

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]

APPENDIX 1
TERMS OF REFERENCE AND DELIVERY SCHEDULE

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.

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

FOR SERVICE PROVIDER:
By: _________________________
Title: ________________________