Request for Proposals (RFP)

Date: March 5, 2021

Request for Proposals # Peatland Carbon Accounting Specialist/Consultant

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for Peatland Carbon Accounting Specialist/Consultant. The attached RFP contains all the necessary information for interested Offerors.

Conservation International (CI) is a US non-profit, tax-exempt, private organization that works to spotlight and secure the critical benefits that nature provides to humanity. Building upon a strong foundation of science, partnership, and field demonstration, CI empowers societies to responsibly and sustainably care for nature, our global biodiversity, for the well-being of humanity. We imagine a healthy, prosperous world in which societies are forever committed to caring for and valuing nature, for the long-term benefit of people and all life on Earth. CI's Conservation Finance Division is interested in exploring the possibility of accounting for carbon credits generated from the restoration of the Southeast Pahang Peatland Landscape.

Southeast Pahang Peatland Landscape (SEPPL) is on the east coast of Peninsular Malaysia. It covers an area of approximately 230,000 ha comprising permanent reserved forests (PRFs) and extension areas within the PRFs covering a total area of 108,000 ha. The areas outside the PRFs and extensions are basically state and private land with various forms of development including oil palm plantation, agriculture and orchards, settlement, and degraded land mainly on peat. Large areas in the landscape have been developed into oil palm plantations, mainly in the past 20 years. Large scale fires have been frequently occurring in the landscape in the last 15 years linked to drainage and land clearing for plantations, as well as some log extraction activities. More than 30,000ha has been identified in 2019 as fire prone by the Malaysian Department of Environment. Our local partner – the Global Environment Centre (GEC) has been working in the Pahang region since 2016 to promote an integrated landscape approach for the entire SEPPL. GEC is a Malaysian Non-profit organization which has a vast track record of implementing peatland, forest and river management and restoration projects. Together, we are exploring the feasibility of developing a carbon-based finance mechanism in the landscape and therefore are looking for an expert in soil organic carbon accounting to estimate the potential GHG impact of restoring the drainage system in 20,000 ha of peatland in the SEPPL.

Consultants should indicate their interest in submitting a proposal for the anticipated agreement by sending an email to CI Procurement at ciprocurement@conservation.org by 11:59 PM EST on April 2, 2021.

COVID 19 Guidelines
Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Period of Performance.
It is expected that CI and the Offeror will take into consideration and plan around the international, national or local regulations and advisories governing travel, including safety, health and security measures in effect in the countries that the consultant is expected to visit. Virtual consultations are possible and expected where in-person field work is not possible.

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](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 PCASC-FY21

For the provision of

Peatland Carbon Accounting Specialist/Consultant

Contracting Entity:

Conservation International – Conservation Finance Division
Table of Contents:

Section 1. Instructions and General Guidance

1.1 Introduction
1.2 Offer deadline
1.3 Instruction for offerors
1.4 Chronological List of Events
1.5 Evaluation and basis for Selection

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

2.1 Scope of Work
2.2 Deliverables
2.3 CI’s Service Agreement Template

Section 1. Instructions and General Guidance

1.1 Introduction

CI, the Buyer, is soliciting offers from consultants to submit proposals to carry out Peatland Carbon Accounting Specialist/Consultant.

OBJECTIVES:

The Consultant’s primary purpose is to estimate the potential ex-ante GHG emissions reductions and removals from the protection and restoration/rehabilitation of 20,000 ha of peatland in Southeast Pahang Peatland Landscape. The carbon accounting and climate impact estimation must follow best international practices and protocols, including, where appropriate, the Intergovernmental Panel on Climate Change (IPCC) Guidelines for National Greenhouse Gas Inventories, and Verra’s VM0027 Methodology for Rewetting Drained Tropical Peatlands and VM0004 Methodology for Conservation Projects that Avoid Planned Land Use Conversion in Peat Swamp Forests.

CI recognizes that the actual climate impact and potential generation of carbon credits depends on the success of the implementation of the mitigation and rehabilitation activities and will therefore work closely with the consultant to define those assumptions. The consultant might create few scenarios to test the combination of those assumptions. However, the fixed parameters (i.e. not ex-ante assumptions) used in the ex-ante baseline estimation are expected to be within an acceptable level of assurance and uncertainty (e.g. uncertainty required by Verra’s methodologies).
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.

Offers must be received no later than 11:59 PM EST on April 2nd, 2021. 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. This should include a draft workplan/timeline for completion of the SOW.

  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 all 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:

  This consultancy is open to both individuals and firms that meet the following requirements:
  - Master’s degree in forestry, environmental science, geography, conservation or a related field.
  - Proven expertise with GHG accounting in peat land, (preferentially experience with Verra’s VM0004 and/or VM00027).
  - Experience with peat rewetting projects in tropical countries
• Proven skills with GIS and Remote Sensing.
• Strong analytical and writing skills; extreme attentional to detail.
• Professional experience in leading project management and project reporting.
• Demonstrated professional-level fluency in both oral and written English is required.
• Ability to travel to project sites, as required and observing COVID-19 safety protocols.

• Part 3: Corporate Capabilities, Experience, Past Performance, and references. This part shall be between 2 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 $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 March 5, 2021
Proposal due date April 2, 2021 by 11:59 pm (EST or UTC-05:00)

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.

Applications will be evaluated against the following criteria:
• Personal qualifications (20 points)
• Experience with similar assignments (20 points)
• Quality of the Technical Proposal (40 points)
• Overall timeline for the execution of the SOW (10 points)
• Overall cost (20 points)

Any resultant contract will be subject to the terms and conditions of Conservation International (Attachment 2.3). This is a request for proposal only and 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.

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

2.1. Scope of Work

Lead the design, collection and analysis of all data and information required to estimate the GHG emissions reductions and removals according to the requirements of the VCS. Ensure data collection and analysis represents most up-to-date scientific findings and best-practice approaches. These includes, among others:

• Stratification of project area
  o CI and GEC have pre-identified peatland areas to be restored and conserved, however the Consultant should run the necessary spatial analysis to confirm the eligibility of those areas according to the applicability requirements of the methodology(ies)
  o Generate a spatially explicit model of peat thickness within the watershed(s) of interest based on available information or field measurements.
  o Stratify the Project Area according to drainage and peat depth by using any model that simulates soil-water-atmosphere interactions (e.g., SIMGRO1 or similar)

• Identifying the baseline scenario
  o Describe the most plausible baseline scenario(s) in the project area and in the excluded area of watershed including but not limited to water levels maintained in the peat dome and current land use with associated carbon stocks.

• Ex-ante calculation of baseline GHG emissions/removals
  o Model the drainage depth across the watershed(s) of interest in the baseline based on the current and historic layout of the drainage system and current topographic

---

http://www.alterra.wur.nl/UK/research/Specialisation+water+and+climate/Integrated+Water+Management/SIMGRO
data and historic climate data.

- Estimate baseline CO2 emissions from decomposition of peat by applying the relationship between water levels and CO2 emissions from Verra’s methodologies and/or appropriate scientific literature
- Estimate CH4 and N2O emissions (e.g., from biomass burning) where they account for more than 5% of the total GHG emission removals or reductions

- **Ex-ante calculation of project GHG emissions/removals**
  - Estimate the CO2 emissions in the project scenario should follow the same method used in the calculation of the baseline emissions considering the planned project interventions. Different scenarios may be created based on the interventions and the assumptions of the effectiveness rate.
  - Estimate the potential emissions from leakage (e.g., displacement of activities caused by the implementation of the project activities)

### 2.2. Deliverables

Key deliverables are listed below. It is recognized that interim deliverables will also be required:

- Spatially Explicit Peat Thickness map and associated geodatabases
- Spreadsheet of GHG emissions reductions and removals under different scenarios of implementation and effectiveness
- Final report detailing the methods, assumptions, data, uncertainty, and information gaps

### 2.3 Attachment: CI’s Service Agreement Template

Please see CI’s Service Agreement Template in the next section:
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] Allotted [days/hours]</th>
<th>Activity</th>
<th>Due date</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[OR OPTION 2 Delete column if not applicable]</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>
</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]

e. [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.

f. 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**

   **[CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED]**

   **[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.

OR

[CI OWNERSHIP – LICENSE TO SERVICE PROVIDER TO USE] 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. CI hereby grants to Service Provider a nonexclusive, revocable, royalty-free license to reproduce, translate, publish and use, and to authorize others to so do, all copyrightable Works first produced or prepared under this Agreement by Service Provider; provided, however, that Service Provider understands and agrees that this license does not include the right to first publication of any Works, which right shall belong solely to CI.

CI will have the sole right to copyright such 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 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.

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

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

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

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

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: ________________________