

Request for Proposals (RFP)

May 17, 2021

Request for Proposals # Green-Gray Infrastructure Philippines Design Technical Consultant

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Proposals (RFP) for an “*Green-Gray Infrastructure Design Philippines technical consultancy*”. The attached RFP contains all the necessary information for interested Offerors.

Climate change effects are devastating communities in many parts of the world, including the Philippines. Over the course of three weeks in 2020, three typhoons battered the country, killing over 100 people and causing 25 billion pesos (\$518.8M USD) worth of damage. Simultaneously, nature is declining at unprecedented rates and species extinctions continue to accelerate, thus threatening the functioning of ecosystems as the foundations of human livelihoods, economies, food security, and much more. There is a critical need to find preemptive, innovative, and scalable climate adaptation solutions that protect, manage, and restore nature - now and for future generations. Green-gray infrastructure has the potential to be one such solution.

[Green-gray infrastructure](#) combines conservation and/or restoration of ecosystems with the selective use of conventional as well as innovative engineering approaches to provide people with solutions that deliver climate change resilience and adaptation benefits. By blending “green” conservation and restoration with “gray” engineering techniques, communities can incorporate the benefits of both solutions while, through a hybrid approach, minimizing the limitations of using individually.

CI-Philippines continues to lead and inspire local, regional, and national development of green-gray climate adaptation solutions in the Philippines – including leading 2x virtual training courses in September 2020 – and internationally through the [Global Green-Gray Community of Practice](#). Our goal is to apply the tools, experiences, and techniques developed through our work in the Philippines and captured in the recently released [Practical Guide to Implementing Green-Gray Infrastructure](#) to leverage near-term investments to fundamentally shift the practice of civil engineering and construction towards designing and building with nature, using a hybrid green-gray infrastructure approach, that provides benefits of biodiversity and community climate adaptation.

Vendors should submit a proposal for the anticipated agreement by sending an email with both the Technical and Cost Proposal in one proposal to marine@conservation.org by **June 9, 2021 11:59pm PDT (UTC-06:59)**.

Interested Offerors can submit their questions to marine@conservation.org by **May 28, 2021** and written responses by CI will be posted by June 1, 2021.

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 # GGI-5-17-2021-FY21

For the provision of

Green-Gray Infrastructure Philippines Design Technical Consultant

Contracting Entity:

Conservation International

Funded under:

French Facility for Global Environment (FFEM) and Pisces Grant Funds

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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 Green-Gray Infrastructure Philippines Design Technical Consultancy

OBJECTIVES: The objective of this consultancy is to develop ten (10) green-gray design concepts thru a series of facilitated workshops with representatives from each of the 10 municipalities where the concepts are being developed. The technical workshops with municipal engineers, environment specialists, and planners will provide a venue to co-design and develop the green-gray design concepts. The benefit of this approach is that it:

- (1) facilitates ownership of project designs by each municipality leading to statements of intent to seek funding to design and build the green-gray projects;
- (2) overcomes barriers of travel and data collection caused by COVID-19; and
- (3) provides additional national training and capacity building for green-gray engineering climate adaptation strategies.

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, marine@conservation.org.

Offers must be received no later than **June 9, 2021 11:59pm PDT (UTC-06:59)**. 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:

- Advanced qualification or equivalent experience in environmental or related engineering or disaster risk reduction
 - Experience in planning and implementing ecosystem restoration
 - Experience in the design of coastal defense and flood risk reduction infrastructure
 - Knowledge and experience with green-grey infrastructure, nature-based solutions, and climate change adaptation strategies
 - Fluent in English
 - Strong writing skills
- 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 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. 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	May 19, 2021
Deadline for written questions	May 28, 2021
Written responses from CI posted	June 1, 2021
Proposal due date	June 09, 2021

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

1.5. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capability requirements, and is determined to represent the most advantageous to CI.

Criterion	Points
Demonstrated experience and understanding of integrated green-grey infrastructure solutions, their benefits and the opportunities for implementing them at a global scale.	10
Demonstrated experience with preparing concept designs for Engineering Design and Construction Management/Implementation. If possible, please provide links or references to published works produced within the last 5 years that are endorsed by governments or professional bodies.	25
Relevant technical expertise in designing coastal defense infrastructure. If possible, provide examples that demonstrate innovative interventions that address broad sustainability criteria, for example those defined by the UN SDGs.	25
Relevant technical expertise in planning and implementing nature restoration in the coastal zone. Experience in planning and undertaking mangrove restoration is preferred.	25

Appropriate budget , demonstrating appropriate allocation of labor days in relation to tasks and deliverables; appropriate consultant daily rates in relation to qualifications; appropriate other direct costs in relation to the scope of work; and overall cost effectiveness.	15
Total	100

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

2.1. Scope of Work

Task 1. Workshop series design

Coordinate with CI and partners to develop a detailed agenda for the workshop series that will result in production of 10x high quality project concepts.

Task 2. Green-gray workshops to co-design concepts with municipal engineers and planners

Prepare workshop agendas, presentation materials, and co-facilitate each of the workshops in the series.

Task 3. Consultations to review and confirm concept design assumptions

Review and confirm key details and assumptions for each of the 10x concepts with the workshop participants. This will likely require 1:1 virtual meetings with participants and detailed review of existing background information for each of the 10 project locations.

Task 4. Final concept design and statements of intent from municipal representatives

Each of the concepts will include consistent information, style, and format consistent with Asian Development Bank Concept Papers. Each concept will include the following sections:

1. Project at a Glance (1-page project worksheet)
2. Problem Analysis Diagram
3. Project Description and Rationale
 - a. Proposed Solution
 - b. Proposed Financing
 - c. Implementation Arrangements
4. Project Preparation and Readiness
5. Deliverable and Decision-Making Items

Task 5. Project Management and Meetings

As part of the project team, the selected consultant is invited to participate in regular virtual project-team meetings, 1x 1.5 hour meeting every 2-weeks for the project duration.

2.2. Deliverables

Task 1 Deliverable: Design workshop series program and an invitation for distribution to participants with relevant background material, to be distributed prior to the first workshop.

Task 2 Deliverable: Agendas for each workshop, powerpoint presentations, and meeting notes.

Task 3 Deliverable: Meeting notes from up to 20x, 1:1 virtual consultations for each of the selected projects.

Task 4 Deliverable: 10 completed concept design documents, with statements of intent from the municipal representatives for each project.

#	Task	Due date	Deliverable	Cost Estimate US\$
1	Workshop series design	Within 3 weeks of contracting	Design workshop series program and an invitation	
2	Green-gray workshops with municipal engineers and planners	Within 3 months of contracting	Agendas for each workshop, powerpoint presentations, and meeting notes	
3	Consultations to review and confirm concept design assumptions	Within 3 months of contracting	Meeting notes	
4	Final concept design and statements of intent from municipal representatives	By September 20, 2021	10 completed concept design documents, with statements of intent from the municipal representatives for each project	
5	Project Management and Meetings	Throughout	Meeting agendas and notes	
TOTAL				

Proposed Project Timeline

Project Activity	2021																											
	May					June				July				August				September										
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27						
RfP Issue Date			X																									
RfP Closing Date and Time						X																						
Estimated Contract Award Date						X																						
Estimated Start Date										X																		
Task 1. Workshop series design																												
Task 2. Green-gray workshops to co-design concepts with municipal engineers and planners																												
Task 3. Consultations to review and confirm concept design assumptions																												
Task 4. Final concept design and statements of intent from municipal representatives																												
Task 5. Project Management and Meetings																												

D = draft deliverable, F = final deliverable, W = workshop, P = presentation to potential funders

2.3 Attachment: CI's Service Agreement Template (please see example below)

**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

#	Activity	Due date	Deliverable	Acceptance Criteria
1				
2				
3				
4				
5				
6				
7				
8				
9				

During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical

direction from **[CI REPRESENTATIVE'S NAME AND TITLE]** or his/her designee, as authorized in writing.

2. Period of Performance. The Performance Start Date is [DATE]. The Performance End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 5. Any extension of the Period of Performance requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. Compensation.
 - a. Fee for Services. In consideration of Service Provider's performance of the Services during the Period of Performance, CI shall pay Service Provider an amount equal to US\$**[click and type amount]** .
 - b. Expenses. The Fee For Services set forth above is inclusive of all expenses.
 - c. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.
 - d. Payment Terms.
Payment shall be made in accordance with the following payment milestones:
 (1) \$____ upon completion and CI's acceptance of deliverable No. 1,
 (2) \$____ upon completion and CI's acceptance deliverable No. 2,
 (3) \$____ upon completion and CI's acceptance of final deliverable.

 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].**
 - 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

[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.
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]**

Email: **[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

Email:

"[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: _____

SAMPLE