

REQUEST FOR PROPOSALS
RFP No. KN008/2021

Date: 30/06/2021

Request for Proposals: RFP No. KN008/2021 Visualizing Kenya's Aquaculture Potential

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as "Conservation International"), is issuing a Request for Proposals (RFP) for **Visualizing Kenya's Aquaculture Potential**. The attached RFP contains all the necessary information for interested Offerors.

Conservation International (CI) has been protecting nature for the benefit of all, for over 30 years. Through science, policy, and partnerships, CI is helping build a healthier, more prosperous, and more productive planet. Today, with offices in more than two dozen countries and a worldwide network of thousands of partners, CI has a truly global reach.

The contractor will develop a data management platform for Conservation International (CI) and the aquaculture sector in Kenya (including automated collation, analysis, and regular dissemination of information).

With support from CI and Kenya Marine and Fisheries Research Institute (KEMFRI), relevant data inputs will be collected for production (e.g. species farmed, production system, spatial requirements, feed efficiency, yield, mortality, and disease prevalence), the environment (e.g. water quality parameters, effluent discharge, benthic impacts, biological impacts, non-native species), economics (e.g. input costs, profitability, market share), livelihoods (e.g. salaries, job creation, GDP contribution), and their interactions.

This project will allow relevant stakeholders to gain access to existing data on historical trends and present conditions, while developing processes for ongoing data collection to monitor the development of the sector.

Offerors should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention to procurementaffd@conservation.org by **17:00 PM EAT on July 22nd 2021**. Interested Offerors can submit their questions to procurementaffd@conservation.org by the July 7th, 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.

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.

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 and Deliverables Schedule
2.3	CI's Service Agreement Template

Section 1. Instructions and General Guidance

1.1 Introduction

CI Africa Field Division (CI AFFD), the Buyer, is soliciting offers from eligible and interested individual consultants and firms, to submit proposals to undertake consultancy.

OBJECTIVES: The contractor's specific responsibilities will include:

- Support engagement of aquaculture sector stakeholders (including the Aquaculture Working Group (WG) to enhance participation, ownership, and buy-in for the project and the data management platform.
- Contribute to the development of data sourcing, sharing, management, dissemination, and communication protocols, to be approved by the WG and other stakeholders.
- Build and test a prototype data management platform that receives, synthesizes, and displays data from and for specific aquaculture sector stakeholders.

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, procurementaffd@conservation.org.

Offers must be received no later than **July 22nd, 2021, 17:00 PM EAT**. 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

1.3.1. Submission Deadline: Proposals must be emailed to procurementaffd@conservation.org, no later than **July 22nd, 2021 (17:00 PM(EAT))**. Proposals should be correctly identified with RFP number. **RFP No. KN 008/2021**

1.3.2. Inquiries: Interested Offerors can submit their questions to procurementaffd@conservation.org by **July 7th, 2021 (17:00PM (EAT))**.

1.3.3. Restrictions on multiple submissions: Each offeror may submit only **one** proposal. Submission of multiple proposals will result in disqualification of the interested offeror.

1.3.4. Communications: Upon issuance of this RFP, CI AfFD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this RFP with any potential Offerors or their representative(s), except for the written inquires described in sub-part 1.3.1 above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the offeror.

1.3.5. Amendments: Any amendment to this request for proposal will be communicated to all interested Offerors via email.

1.3.6. Validity Period: Offeror's proposals must remain valid for 90 calendar days after the RFP deadline.

1.3.7. Terms of contracts: This is a request for proposals only and in no way, obligates CI AfFD to award a contract. In the event of contract negotiation with a successful offeror, CI AfFD will issue a service agreement (hereinafter referred to as "the contract"). The contract terms and conditions are non-negotiable.

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: (Please include requirements here such as Degree, Consultant experience, specific knowledge required for the task, etc

- 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. 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	July 1 st 2021
Deadline for written questions	July 7 th , 2021.
Proposal due date	July 22 nd , 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.

[The evaluation table below is a sample. Adjust the table based on your needs. You can change Evaluation Criteria to closely match your needs.]

	Evaluation Criteria	Total Possible Points
I	Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan	
1	Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	10
2	Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	20
3	Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW?	10
II	Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan	
4	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	20
III	Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references	
5	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	20
III	Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)	
6	Cost- Lowest Cost	20

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

2.1. Scope of Work

Visualizing Kenya’s Aquaculture Potential

The contractor will develop a data management platform for Conservation International (CI) and the aquaculture sector in Kenya (including automated collation, analysis, and regular dissemination of information).

With support from CI and Kenya Marine and Fisheries Research Institute (KEMFRI), relevant data inputs will be collected for production (e.g. species farmed, production system, spatial requirements, feed efficiency, yield, mortality, and disease prevalence), the environment (e.g. water quality parameters, effluent discharge, benthic impacts, biological impacts, non-native species), economics (e.g. input costs, profitability, market share), livelihoods (e.g. salaries, job creation, GDP contribution), and their interactions.

This project will allow relevant stakeholders to gain access to existing data on historical trends and present conditions, while developing processes for ongoing data collection to monitor the development of the sector.

The contractor’s specific responsibilities will include:

- Support engagement of aquaculture sector stakeholders (including the Aquaculture Working Group (WG) to enhance participation, ownership, and buy-in for the project and the data management platform.
- Contribute to the development of data sourcing, sharing, management, dissemination, and communication protocols, to be approved by the WG and other stakeholders.

Build and test a prototype data management platform that receives, synthesizes, and displays data from and for specific aquaculture sector stakeholders.

2.2. Deliverables & Deliverables Schedule

#	Project Activity	Activity	Deliverable	Acceptance Criteria	Due Date
1	Data sourcing, management, sharing, dissemination, and communication protocols established with approval by the WG and the coalition. Leverage existing relationships to establish priority, secondary, and optional stakeholder engagements. Introduce the overarching	The contractor to develop data sourcing techniques with input from relevant public and private sector stakeholders in the areas of environment, production, post-harvest processing, cooperatives/collectives, government (local, regional, national), and finance to ensure accuracy and buy-in. An internal data framework and collection strategy will be developed and presented to coalition members and the WG.	With support from CI and KEMFRI, the Contractor will develop a methodology for collecting and sourcing key data from the aquaculture sector in Kenya and will help build a coalition of actors (including the WG) to provide support for the platform, such as provision of data, technical and communication skills as well as inform platform preferences.	Provision of a report detailing how data streams and sources from aquaculture sector stakeholders will be incorporated into a data management platform, including a methodology for ongoing data collection from stakeholders, required data formatting, and blueprints for	31st July 2021

	goals and benefits of the data systems initiative and convene data management workshops.			backend development of the data entry part of the platform.	
2	Initial designs and data collection systems for testing.	The Contractor will develop a system and protocol to facilitate data collection, as well as produce interactive visual designs for the platform in order to test these with end users.	The contractor to provide a set of forms, templates, or other system to facilitate data collection, as well as a set of interactive visual designs for the public facing application that can be explored. The contractor will present and field-test the data collection system and designs to stakeholders (via workshop tutorial).	A set of forms, templates, or other system to facilitate data collection. A set of interactive visual designs for the public facing application, that can be explored, including successful initial field-testing by coalition stakeholders.	30th November 2021

3	An operational initial version of the data platform utilizing stakeholder inputs is created with tailored outputs available to key stakeholders.	The Contractor will synthesize and collate the data gathered from sector stakeholders, format the data streams to align with desired outputs, analyze data and develop visualizations, and build and field-test a prototype platform targeted for the Kenya aquaculture sector.	The Contractor to provide CI with a draft data management platform including a backend website/platform for ongoing data entry by stakeholders; dynamic analysis of data, including summary statistics; frontend website/platform with compelling visualizations of data and statistics, tailored in several configurations for specific stakeholders (e.g. government, industry, etc.).	A fully developed initial version of the platform is operational and ready for review by WG	30th June 2021
4	The final data platform prototype is developed with input and feedback from CI, the WG, and the aquaculture sector. Outputs of the prototype enable sustainable sector growth, development, and management through near-real-time	The contractor will synthesize data and feedback collected from sector stakeholders during field-testing to finalize a prototype targeted for the Kenya aquaculture sector.	The final platform will be delivered to CI which incorporates updates and improvements based on stakeholder and WG input. The contractor will also assist CI in the socialization of the final data management platform (e.g. two online webinars).	Delivery of functional Aquaculture Data Management Platform that includes a backend user interface allowing ongoing data input, automated analysis of data, and automated updated outputs available to the	30th September 2022

	visualizations and figures.			public and tailored outputs available to key policy makers.	
--	-----------------------------	--	--	---	--

Deliverable and Payment Schedule

Module	Budget (\$)	Due date
1. Discovery & data collection plan report	10%	August 16 th , 2021
2. Data collection prototype, design and testing	30%	Nov 30 th , 2021
3. Initial prototype platform	30%	June 30 th , 2022
4. Final prototype platform	30%	Sept 30 th , 2022

2.3 CI's Service Agreement Template

**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 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'). The Agreement comes into effect on the Agreement Start Date, (the 'Effective Date').

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 and in Appendix 1 (the 'Services'), as may be modified from time to time:

[INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES. DELIVERABLES WILL BE DETAILED IN APPENDIX 1.]

During the Agreement Term (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. Term. The Agreement Start Date is [DATE]. The Agreement End Date is [DATE] unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below: **[PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED). DELETE THE OPTION THAT IS NOT SELECTED.]**
 - a. **[OPTION 1, PREFERRED]** Fixed Price Contract. A Fee for Services not to exceed \$_____ which is based on payment against deliverables as described in Section 4 and outlined in the deliverables schedule attached as Appendix 1. **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED. IF YOUR OFFICE IS NOT REQUIRED TO WITHHOLD TAX AND/OR VAT THIS LANGUAGE IS NOT APPLICABLE]** This Fixed Price Contract (A) excludes withholding tax and/or VAT which shall be payable by Service Provider (B) includes ____% withholding tax and/or VAT payable by CI.
 - i. Expenses: **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]**
The Fee for Services set forth above:
(A) is inclusive of all expenses.
(B) excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to \$_____ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 2. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses



shall not exceed those set forth in the attached budget without prior written approval of CI.

- a. **[OPTION 2 - NOT FAVORED APPROACH DUE TO THE RISK OF BUDGET OVERRUNS]** Time and Materials. A Fee for Services not to exceed \$_____ 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.

- i. Expenses: **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED]**

The Fee for Services set forth above:

(A) is inclusive of all expenses.

(B) excludes reimbursables (out of pocket) expenses. Reimbursable expenses up to \$_____ may be incurred with prior approval from CI. The budget for these anticipated expenses is included in Appendix 1. Expenses must be reasonable and documented as specified in the Payment Terms. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.

- b. All activities and expenditures must occur during the Term to be reimbursable.

4. Payment Terms. **[PLEASE CHOOSE OPTION 1 (FIXED PRICE) OR OPTION 2 (RATE BASED), CORESPONDING TO THE FEE FOR SERVICES OPTIONS ABOVE. DELETE THE OPTION THAT IS NOT SELECTED.]**

- a. **[OPTION 1, PREFERRED]** Payment shall be made on receipt and acceptance of the deliverables in accordance following schedule:

- (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.

- a. **[OPTION 2]** 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.

- b. **[DELETE IF FEE IS INCLUSIVE OF EXPENSES]** 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.

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

5. 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 acceptance criteria defined in Appendix 1, which may be revised and supplemented from time to time during the Term to accommodate successful performance of the Services ("Acceptance Criteria").

- b. Acceptance. In the event that a Deliverable meets CI's Acceptance Criteria, CI shall notify the Service Provider 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 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 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. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has not met CI's Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.

- 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.
6. 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 (including 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.
7. 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.
8. Relationship of CI and Service Provider. **[CHOOSE OPTION 1 OR 2 DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
[OPTION 1 - 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.
[OPTION 2 - IF AN INDIVIDUAL] Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner, 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, 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. In addition, 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.**
9. Government Officials and Employees.
 - a. 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



- i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
 - ii. without the express consent of the government for which the employee or official works; and
 - iii. 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.
 - b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
 - i. to influence any official government act or decision;
 - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
 - iii. to obtain or retain business for, or direct business to any individual or entity.
 - c. **[DELETE IF SERVICE PROVIDER IS NOT A GOVERNMENT EMPLOYEE OR OFFICIAL]** If Service Provider is a government employee or official, Service Provider shall:
 - i. Remove him/herself from any governmental act or decision that may affect CI and shall not influence any governmental act or decision that may affect 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 or any government employee or official in another jurisdiction.
 - ii. Make a representation as evidenced in Appendix 4 that entering into this Agreement does not breach any of its existing contractual obligations with the relevant government agency or with any third parties, or other rules or regulations applicable to Service Provider as a government employee/official. Appendix 4 to this Agreement is a letter from the relevant government agency stating that it consents to CI engaging Service Provider to provide the Services and receive the compensation for the Services stipulated under this Agreement.
10. 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.
11. Intellectual Property
[CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED. DELETE THE PARAGRAPHS WHICH DO NOT APPLY.]
[OPTION 1, PREFERRED - 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 shall have the sole right to copyright the Works. Service Provider hereby 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.

[OPTION 2, NOT RECOMMENDED - 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 shall have the sole right to copyright such Works. Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that s/he shall be solely responsible for Service Provider’s own safety and physical property or equipment during the performance of this Agreement. In addition, by signing the attached Release and Waiver, attached as Appendix 3, the Service Provider agrees to release CI and to waive any claim against CI as more fully outlined in Appendix 3.
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein 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.

15. 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.
16. 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:

If to CI:

Attn: **[Click and type contact person]**

Conservation International Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Phone: 703.341.2400

Email :

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

[SERVICE PROVIDER NAME]

Conservation International Foundation

[Contractor Name & Title]

[Name of CI representative]

[Title]

[SVPs/+ or those designees holding a formal Power of Attorney with signature delegation.]

Date: _____

Date: _____