Date: July 19 , 2024
Request for Proposals(Reposting)
RFP No: PG001
RFP Title: Planned Giving Marketing

Dear Sir or Madam,

Conservation International Foundation, herein referred to as Conservation International, is issuing a request for proposals (RFP) for planned giving marketing. The attached RFP contains all the necessary information for interested offers.

Since 2017, Conservation International has invested in growing our planned giving program, legacy society members, and revenue from bequests through marketing via online and offline channels. Since then, we have grown our legacy society membership by over 45%, grown a pipeline of prospects, and increased our average annual bequest revenue from $300,000 to $1.5 million.

Conservation International seeks a partner to help us with our growing planned giving program and our goal of building our pipeline of legacy donors. As we continue building the base of these important supporters, we are issuing a request for proposals to determine the most valuable, profitable and cost-effective planned giving strategy for the organization.

All offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with Conservation International's Code of Ethics.

Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, and Passion and Teamwork. Conservation International's Code of Ethics (the "Code") provides guidance to Conservation International employees, service providers, experts, interns, and volunteers in living Conservation International'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 Conservation International 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 #PG001

For the provision of:

Planned Giving Marketing

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Section 1. Instructions and General Guidance

1.1 Introduction

Conservation International (CI), the Buyer, is soliciting offers from planned giving marketing agencies and firms to submit proposals to carry out marketing services through online and offline channels.

OBJECTIVES: CI is issuing a request for proposals to determine the most valuable, profitable, and cost-effective planned giving strategy for the organization. Since 2017, CI has invested in growing our planned giving program and pipeline of donors through online and offline channels.

We are continuing to build the base of legacy society members through our marketing program. CI seeks to invest in marketing strategies to grow outright and deferred revenue from this important group of donors.

Objectives for the Planned Giving fundraising program include:

1. Engage and solicit current and prospective planned giving donors through online and offline strategies, adhering to best practices and industry standard metrics for response and growth
2. Grow our base of legacy donors and acquire a minimum of 20 new Future of Life Society (CI's legacy society) members in FY25 through all channels
3. Grow our base of "hand-raisers", top prospects that are considering or intending to leave a legacy gift to CI, and convert them to members through a cross-channel engagement strategy
4. Continuously test new strategies and build upon previous success to show strong year-over-year membership and revenue growth
5. Develop projections to continue growing the program over the next three fiscal years

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.

All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared.

1.2 Offer Deadline and Submission Details

a. Deadline: Proposals must be received no later than **Monday, August 12, 2024 at 5:00PM EST**. Late submissions will not be accepted. Proposals must be submitted via email to ciprocurement@conservation.org. All proposals are to be submitted following the guidelines listed in this RFP.

b. Validity of bid: 120 days from the submission deadline

c. Clarifications: Questions may be submitted to ciprocurement@conservation.org by the specified date and time in the timeline below. The subject of the email must contain the RFP number and title of the RFP. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.

d. Amendments: At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFP documents by amendment which will be posted to the CI website and/or communicated via email.

1.3 Instruction for Offerors

All proposals must be submitted in one volume, consisting of:

- Technical proposal
- Cost proposal
- Vendor Security Management Questionnaire (separate link with posting)

1. Technical Proposal

The technical proposal shall comprise the following parts:

Part 1: Technical Approach, Methodology and Detailed Work Plan.
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. CVs for key personnel may be included in an annex to the technical proposal.

Part 3: Corporate Capabilities, Experience, Past Performance, and references. Please include descriptions of similar projects or assignments and at least three client references.

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 responding to the requirements in this Section. **All cost information must be expressed in US Dollars.** The cost shall also include a budget narrative that explains the basis for the estimate of every cost element. 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.

Please include in your **RFP** response your proposed pricing structure to address the following:

1. Strategy and Project Management
2. Content and Copy Development
3. Art Development
4. Offline Production (ex. Mail)
5. Analysis, Budget Development, and Projections

Professional Services:

1. Please outline the professional and strategic service fees/costs associated with the 12-month scope of work outlined in Section 2 for planned giving marketing strategy and design, copywriting, offline production and reporting capabilities (if applicable). Please include hourly rates for all proposed personnel.

3. Vendor Security Management Questionnaire (separate link with posting):
Please refer to the additional links included with the posting to complete CI's Vendor Security Management Questionnaire. Answers to the Vendor Security Management Questionnaire must be provided as part of the Evaluation Criteria (section 1.5) for a vendor to be selected.

1.4. Chronological List of Proposal Events

- **RFP Initially published – Tuesday, June 4, 2024**
- **RFP Reposting date – Friday July 19, 2024**
- Deadline for written questions – Thursday, July 25, 2024
- CI response to questions – Tuesday, July 30, 2024
- **New Proposal Due Date – Monday, August 12, 2024**
- Estimated date finalists requested to interview – Friday, August 23, 2024
- Estimated finalist presentations – Tuesday, September 3, 2024
- Estimated award decision – Monday, September 16, 2024
- Estimated issuance of contract – Tuesday, October 1, 2024
- Estimated contract start date – Friday, November 1, 2024

*Finalists will be asked to interview with CI for 90 minutes. 45 minutes will be allotted for a proposal presentation with the remaining 45 minutes for Q/A. Finalists requested to interview may be required to sign an NDA.

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, and that is determined to represent the best value to CI in terms of cost and technical approach.

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?	15
2	Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	25
3	Does the proposal demonstrate the offeror's knowledge related to technical sectors required by the Scope of Work?	15
II	**Technical Proposal-Part II- Management, Key Personnel, and Staffing Plan**	
1	Personnel Qualifications - Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	10
III	**Technical Proposal-Part III - Corporate Capabilities, Experience, Past Performance, and References**	
2	Company Background and Experience - Does the company have experience relevant to the project Scope of Work?	15
I	**Cost Structure Part I, Section 2- Cost Includes (Travel, Fee, Charges, any other expenses)**	
1	Lowest cost professional services	10
2	Overall cost efficiency including offline spend estimates	10
I	**Vendor Security Management Questionnaire**	
1	Vendor needs to be able to meet standard security requirements to be selected.	

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

2.1. Scope of Work

MEMBER ACQUISITION/CONVERSION, STEWARDSHIP & CULTIVATION

1. Engage and solicit current and prospective planned giving donors through online and offline strategies, adhering to best practices and industry standard metrics for response and growth.
2. Grow our base of legacy donors and acquire a minimum of 20 new Future of Life Society (CI's legacy society) members in FY25 through all channels.
3. Grow our base of "hand-raisers", top prospects that are considering or intending to leave a legacy gift to CI, and convert them to members through a cross-channel engagement strategy.
4. Provide strategies for converting "hand-raisers" and prospects to members.
5. Provide creative and copy development to align with CI's brand presence and overall voice.

6. Manage a budget throughout the year and provide quarterly reporting on the spend allocation.
7. Provide strategic insight into industry trends, best practices, trouble-shooting issues, continuous improvement, and multichannel optimization.
8. Provide annual performance projections to help CI plan for a new fiscal year along with any modifications or scaling in terms of investment.

PLANNED GIVING MARKETING

1. Provide strategy, copy development, creative direction and development, and offline production for the following member and prospect touchpoints:
    - Biannual 4-page Future of Life Society Newsletters
        - Includes a 30-minute to one-hour interview with a Future of Life Society member.
        - Strategizing on content and prospect audience, providing copy and creative development for full mail package (carrier, cover letter, newsletter, reply buckslip and envelope), full mail production, and digital copy and strategy.
        - Includes donor testimony, information on leaving a planned gift, CI project/program feature, and FLS donor listings.
        - Mailing offline upwards of 5,000 prospects from the annual giving donor pool, 200 Future of Life members, and select major donors.
        - Emailing online upwards of 10,000 prospects from the annual giving donor pool and 50 Future of Life members.
    - Annual Prospect Survey
        - Strategizing on content and prospect audience, providing copy and creative development, and full mail production.
        - Mail package includes carrier, cover letter, survey, reply envelope, and follow-up response direction.
        - Digital includes strategy, copy, creative direction, and follow-up response direction.
        - Response tracking and analysis (please detail costs).
        - Mailing offline upwards of 5,000 prospects from the annual giving donor pool.
        - Emailing online upwards of 10,000 prospects from the annual giving donor pool.
        - Potential to create customized versions for other annual giving audiences like our midlevel donors in Azure Circle and Emerald Circle, as well as a survey to Future of Life members.
        - Create copy for up to four versions of packages, as needed, for different audience mail segments.
        - Provide up to two rounds of editing and revisions.

- Prospect Appeal
    - Strategizing on content and prospect audience, providing copy and creative development for full mail package (carrier, 2-page cover letter, reply form and envelope), and full mail production.
    - Create copy for up to three versions of packages, as needed, for different audience mail segments.
    - Provide up to two rounds of editing and revisions.
    - Mailing offline upwards of 5,000 prospects from the annual giving donor pool
- Three-part Email Series
    - Themed and sent around National Estate Planning Awareness Week occurring October 21 - 27, 2024 this year.
    - Strategizing on content and prospect audience, providing copy and creative direction.
    - Create copy for up to three versions of packages, as needed, for different audience segments.
    - Provide up to two rounds of editing and revisions.
    - Emailing online upwards of 10,000 prospects from the annual giving donor pool

2. Provide overall program strategy and guidance as it relates to industry trends, best practices, troubleshooting issues, continuous improvement and optimization.
3. Provide reporting resources and performance reports.
4. Provide annual performance projections to help CI plan for a new fiscal year along with any modifications to current strategies.
5. Provide a multichannel strategy to align messaging between online and offline marketing.
6. Provide strategies for audience in annual giving prospect pool.
7. Be a resource and provide tools to assist Major Gift Officers with donor legacy conversations.
8. Provide reports on the overall program that could be shared with Executive Leadership to report back on the planned giving program's investment.
9. Provide suggestions regarding the marketing and communication pieces to continue to stay up to date with best practices.
10. Provide biweekly production check-in meetings, organize quarterly strategy kick-offs, and other meetings as needed for strategy, membership and revenue status, and projections.

CI is a global organization with global donors subject to various data protection and fundraising laws; the successful bidder will have to take into account and specifically address how the strategy will address restrictions imposed by:

(1) applicable fundraising and data protection laws within and outside the United States,
(2) CI's privacy notice at https://www.conservation.org/about/our-policies/privacy-policy,
(3) CI's donor privacy pledge at (https://www.conservation.org/about/our-policies/donor- privacy-commitment),
(4) CI's general "opt-in" requirement for donor outreach.

2.2. Deliverables & Deliverables Schedule* (on a fiscal year basis)

***Deliverable schedule is subject to change depending on the timing of a contract start date.**

Quarter Completed/Launched	Deliverable/Project
Q1 (Sept, Oct, Nov)	Onboarding/strategy planning
	Develop an annual deliverable schedule
	Provide reporting resources
	Organize biweekly team meeting schedule
	Produce National Estate Planning Awareness Week Three-part Email Series
	Quarterly Spend Reporting and Kickoff Q2 Planning
Q2 (Dec, Jan, Feb)	Produce and Mail Winter Future of Life Society Newsletter
	Produce and Mail Prospect Appeal
	Quarterly Spend Reporting and Kickoff Q3 Planning
	Mid-year Check-in on Performance
Q3 (March, April, May)	Produce and Mail Survey
	Develop deliverables and projections for the following fiscal year
	Quarterly Spend Reporting and Kickoff Q4 Planning
Q4 (June, Jul, Aug)	Produce and Mail Summer Future of Life Society Newsletter
	Contract Renewal Discussions
	Quarterly Spend Reporting and Kickoff Q1 FY26 Planning

2.3 Separate Attachment: CI's Service Agreement Template including Global Data Processing and Data Security Addendum

The successful bidder will have to agree to enter into contractual terms as set forth in CI's services agreement template and CI's template data processing and security addendum, the terms of which are non-negotiable.

Please refer to the additional attachments below included with the posting to reference CI's Service Agreement Template and Global Processing and Data Security Addendum.

Resulting Award

CI anticipates entering into an agreement with the selected bidder by **Friday, November 1, 2024**. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. A model form of agreement can be provided upon request.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or 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. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

Confidentiality

All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.

Code of Ethics

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, 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, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

Attachments:

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility
Attachment 3 : CI Service Agreement template including Global Data Processing and Data Security Addendum

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility

RFP No. **PG001**

UEI Number (if applicable): N/A

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. CI's Code of Ethics 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.

I. With respect to CI's Code of Ethics, we certify:
a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

II. With respect to social and environmental standards, we certify:

a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.

b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

III. With respect to our eligibility and professional conduct, we certify:

a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business.

b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.

c. We are/were not involved in writing or recommending the terms of reference for this solicitation document.

d. We have not engaged in any collusion or price fixing with other offerors.

e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.

f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.

g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.

h. We have not provided, and will take all reasonable steps to ensure that we do 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 we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).

i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

Name: _____

Signature: _____

Title: _____

Date: _____

Attachment 3 : CI 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:
The Fee for Services set forth above **[CHOOSE (A) OR (B) AND DELETE THE OPTION THAT IS NOT SELECTED**]

(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), COORESPONDING 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.

Service Provider shall provide invoices to CI containing name and address and deliverables (as defined in Appendix 1) completed and accepted, and payment instructions.

a. **[OPTION 2]** Payment shall be made against invoice(s). Service Provider shall invoice CI on a monthly basis. Service Provider 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 *(or copies, with originals to be retained by the Consultant for a period of five (5) years for CI's audit purposes) * for expenses over $40.00. All amounts will be paid within thirty (30) days after receipt and approval of the 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 guidance 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.

13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. 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 Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 3, Release and Waiver.

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; Sexual Exploitation, Abuse and Harassment (SEAH).

    a. 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.

    b. Service Provider shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in any conduct substantially equivalent to Sexual Exploitation, Sexual Abuse, and Sexual Harassment (as defined in CI's Policy on Prevention of Sexual Exploitation, Sexual Abuse, and Sexual Harassment, available at https://www.conservation.org/about/our-policies/prevention-of-sexual-exploitation-sexual-abuse-and-sexual-harassment) in carrying out Services hereunder.

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: _____

Appendix 1: Delivery Schedule
Appendix 2: Code of Ethics
Appendix 3: Release, Waiver of Liability and Consent to Medical Treatment
Attachment 4 : Global Data Processing and Data Security Addendum

APPENDIX 1
DELIVERY SCHEDULE

#	Deliverable	Activities	Acceptance Criteria [INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN SECTION 5 MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, UNCLEAR EXPECTATIONS CONSTITUTE A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS	Due Date	[PLEASE CHOOSE APPROPRIATE OPTION THAT ALIGNS TO THE FEE FOR SERVICES IN SECTION 3] [OPTION 1, PREFERRED] Payment Amount [Currency] [OPTION 2] Allotted [Days/Hours]
1					
2					
3					
4					
…					

[DELETE IF REIMBURSABLE EXPENSE ARE NOT INCLUDED IN SECTION 3] REIMBURSABLE EXPENSES BUDGET

ITEM DESCRIPTION	UNIT COST	TOTAL COST/ITEM	PURPOSE
TOTAL REIMBURSABLE EXPENSES BUDGET			

[If Applicable, include from RFP] TERMS OF REFERENCE

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 to which all parties must adhere.

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: _____

APPENDIX 3
RELEASE, WAIVER OF LIABILITY

I, [*full name*]_____, have voluntarily agreed to participate in [program name, destination, trip dates], which may include international travel*, participation in training courses, workshops, field trips, day trips, field work, or any other activities associated with Conservation International Foundation's (CI) projects, activities, or programs (the "Program").
*For any international travel I hereby confirm that I am considered fully vaccinated against COVID-19 and other relevant vaccine-preventable diseases in accordance with CDC Travelers Health Recommendations.

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.

2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.

3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program [, whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.

4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program.

5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.

6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.

7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.

8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.

9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.

10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.

11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability 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 provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.

12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware of the legal consequences of signing it, and have signed it of my own free will.

Signature: _____Date: _____

Printed Name: _____

Permission for Emergency Medical Treatment

I, [*full name*]_____, hereby grant Conservation International ("CI") permission to authorize medical treatment on my behalf, including, but not limited to, administration of antibiotics, anesthesia and other medications, transfusions or blood products, life-saving and other necessary surgical procedures, and hospitalization, in the event that I am unable, for any reason, to authorize or approve of such treatment on my own behalf. I further agree to indemnify and hold CI harmless for any or all actions growing out of, incidental to, relating to, resulting directly or indirectly from, or arising out of any such emergency medical treatment. I agree that CI does not have any duty, obligation or responsibility to authorize or seek medical treatment on my behalf. The Release and Waiver of Liability that I have executed related to my participation in the Program is incorporated by reference herein.

My emergency contact is: _____ (name, email, phone), and I hereby authorize CI to contact and provide pertinent information about my state (including medical information, to the extent available to CI) to my emergency contact in the event of danger to my health or life.

Signature: _____ Date: _____

Printed Name: _____

Attachment 4 :Global Data Processing and Data Security Addendum

This Data Processing Addendum (the "Addendum") is made as of _____, 20___ (the "Effective Date"), by and between Conservation International Foundation ("CI"), having a principal place of business at 2011 Crystal Drive, Arlington, VA 22202, and _____, whose principal place of business is at _____ ("Supplier"). This Addendum is attached to and forms a part of the agreement(s) set forth on Schedule 1 attached hereto, and any other agreement, statement of work, or service order under which Supplier Processes Personal Data for or on behalf of CI (each, an "Underlying Agreement"). This Addendum supersedes each Underlying Agreement by adding to and modifying such Underlying Agreement as set forth herein. In the event of a conflict or inconsistency between an Underlying Agreement and this Addendum, this Addendum shall govern. The parties agree as follows:

1. Definitions. "Data Law" means any applicable data privacy or security law worldwide, including laws in the United States, Canada, Brazil, the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom (including, without limitation, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the Colorado Privacy Act); "Personal Data" means (i) any information relating to an identified or identifiable natural person that is governed by Data Laws, and (ii) any information defined as "personal data," "personal information," or similar term in any applicable Data Law; "Data Subject," "Controller," and "Processor" shall have the meaning as defined under applicable Data Law; "Processing" shall mean access to, and use, storage, disclosure, handling, consultation, retrieval, deletion, modification, or other processing of Protected Information; "Protected Information" is CI Personal Data and Proprietary Information; "Proprietary Information" means CI's confidential information, whether disclosed verbally or in writing or on any kind of media, including project and operational information in relation to collaborating organizations and grantees, donor information, business plans and methods, marketing information, research data, financial information and budgets, licensing, grant and other legal agreements, and other information designated by CI as confidential; "Security Breach" means any unauthorized access, acquisition, use, alteration disclosure, loss or destruction of, or damage to, Protected Information, and/or any compromise of or unauthorized access to a Supplier system, network, or infrastructure that may result in harm

or damage to Protected Information or a CI system, network, or infrastructure, and/or any breach of applicable privacy or data protection law or of this Agreement with respect to the Processing of Protected Information by Supplier; "Supervisory Authority" means a public agency or authority of any country, state, territory, or political subdivision of a country, state or territory, or a person or entity acting under a grant of authority from or under contract with such public agency or authority, that is authorized by law to enforce individual rights with respect to Personal Data, or to oversee, enforce, or monitor compliance with any Data Law.

2. Compliance. The parties agree that, with respect to the Processing of Personal Data as detailed in Schedule 1 hereto, CI is the Controller, and Supplier is the Processor. Supplier will ensure that all access, use, disclosure, and other Processing of Personal Data by Supplier is in accordance with this Addendum and any Underlying Agreement and complies with all applicable Data Laws. Supplier shall notify CI in writing within two (2) business days if it determines that any instruction by CI with respect to Supplier's Processing of Personal Data does not comply with applicable Data Laws. Without prejudice to CI's rights and remedies, if Supplier is unable (or reasonably believes it will become unable) to comply with this Addendum or any Underlying Agreement, Supplier will promptly notify CI in writing within two (2) business days of such circumstances. CI may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data by Supplier and to ensure Personal Data is used by Supplier in a manner consistent with its obligations under Data Laws. Without limiting the foregoing, upon written notice from CI, Supplier will immediately cease processing Protected Information if, in CI's reasonable opinion such processing is unauthorized or violates any Data Law.

3. Limitations on Processing and Disclosure.

3.1 Permissible Processing.

(a) Supplier may not Process Personal Data for any purpose other than as set forth in Schedule 1 or in any manner that would be a violation of any Data Law. The initial nature and purpose of the Processing, duration of the Processing, categories of Data Subjects, and types of Personal Data are set forth on Schedule 1.

(b) Supplier may not disclose Personal Data to any third party unless: (1) the disclosure is expressly permitted pursuant to the terms of this Addendum, or (2) CI authorizes in writing the transfer of such Personal Data to such third party.

(c) Supplier shall not transfer Personal Data outside the country specified on Schedule 1 without CI's prior written approval.

3.2 Onward Transfers. Schedule 1 hereto sets forth each subcontractor of Supplier (including any affiliate) that Processes Personal Data that was received or created by or on behalf of Supplier pursuant to an Underlying Agreement with CI. Supplier shall notify CI of any changes to the listed subcontractors during the term of the Underlying Agreement(s), and CI shall approve any such changes in writing before any such subcontractor is permitted to process any such Personal Data. If CI notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment of a subcontractor, then Supplier shall not appoint or disclose any Protected Information to the proposed subcontractor until reasonable steps have been taken to address the reasonable objections raised by CI. If the parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, CI may, as its sole and exclusive remedy, terminate the Underlying Agreement and/or this Addendum by providing written notice to Supplier. Supplier may only subcontract or outsource the processing of Personal Data if Supplier has imposed on the subcontractor legally binding contractual terms that require the subcontractor to provide at least the same level of protection for the Personal Data as set forth in this Addendum. Supplier will perform reasonable ongoing reviews of all such subcontractors on not less than an annual basis to ensure such subcontractors maintain capabilities adequate to perform all such requirements and obligations and have not failed to comply with all such requirements and obligations. Upon request by CI, Supplier will provide CI or any of its subcontractors with the results of any such review and confirm compliance with this Section. Any Processing or other act or omission by any person that obtains access to or possession of Personal Data through Supplier that would be a breach of this Addendum if committed by Supplier is deemed a breach of this Addendum by Supplier for which Supplier shall be responsible. Supplier agrees, upon CI's request, to provide CI with details of any subcontractors who process Personal Data, including the subcontracting activities they fulfill, their locations and/or where they Process Personal Data, and a copy of the data protection and privacy terms within Supplier's written agreement with such subcontractors.

3.3 Cooperation. Supplier agrees to cooperate with and assist CI, at no additional cost to CI, in responding without undue delay to any requests, complaints, or inquiries from a Data Subject, including from Data Subjects exercising their rights of access, correction, data portability, deletion and/or to opt-out of the sale of Personal Data or Processing for the purposes of targeted advertising or profiling under applicable Data Laws. In the event that a Data Subject contacts Supplier directly, Supplier agrees to direct the Data Subject to contact CI and Supplier shall forward the request to CI promptly (and in any event within five (5) days of receipt). Supplier agrees to cooperate with and assist CI, at no additional cost to CI, to enable CI to comply with all requests from a Supervisory Authority, including but not limited to in the event of an investigation.

3.4 Legal Obligation. If Supplier is required by law or receives any order, demand, warrant or any other document requesting or purporting to compel the production of Personal Data (such as oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes), Supplier shall, except to the extent prohibited by law, immediately notify CI and shall not produce the Protected Information for at least forty-eight (48) hours following such notice to CI so that CI may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure. In addition to the foregoing, Supplier shall exercise commercially reasonable efforts to prevent and limit any such disclosure to the Personal Data necessary to respond to such request and to otherwise preserve the confidentiality of the Personal Data, and shall cooperate with CI with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Personal Data.

3.5 Records. Supplier shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum and applicable Data Laws, and retain such records for a period of three (3) years after the termination of the Underlying Agreement. CI shall, with reasonable notice to Supplier, have the right to review, audit and copy such records at Supplier's offices during regular business hours.

4. Data Security. Supplier represents and warrants that it (i) has implemented and maintains appropriate and reasonable physical, technical, and organizational measures to protect Protected Information against: (1) accidental or unlawful destruction, (2) accidental loss, (3) alteration, and (4) unauthorized disclosure or access, (ii) its technical and organizational measures

are such that its processing of Protected Information complies with all Data Laws, and (iii) has an information security program in place to safeguard Protected Information and such information security program is commensurate with and complies with applicable industry standards and any applicable Data Law. Supplier shall meet or exceed the information security standards set forth in Schedule 2 hereto with respect to all Protected Information processed in performing under the Underlying Agreement.

In cases where CI allows Supplier to connect its network or systems to CI's network, Supplier shall only use such access for the purpose of performing its obligations under the Underlying Agreement and for no other purpose. Supplier shall follow all instructions and comply with all policies of CI with respect to such access and use that are provided to Supplier in writing. Supplier shall ensure that no employee or individual who is permitted access to CI's network or computing resources through Supplier (i) shares his or her password or account access with any other party, (ii) introduces unauthorized files onto CI's system, or (iii) attempts to access CI information or applications other than those expressly authorized by CI. CI shall be permitted to disconnect or terminate Supplier's access immediately, without notice, upon CI learning of any violation of this Addendum or other misuse of the system by Supplier or its employees or representatives. Supplier shall immediately notify CI if an employee or representative of Supplier with access to CI networking or computing resources no longer requires such access, including as a result of a change of assignment or employment status.

5. Audit. Upon CI's request, Supplier shall provide CI with a copy of Supplier's most recent audit report regarding Supplier's data security program. Supplier will respond within a reasonable time period to any inquiries from CI relating to Supplier's data security program. Supplier will, upon CI's request, provide CI or CI's representatives access to Supplier's systems and records that involve or are related to any processing of Protected Information so that an audit may be conducted. CI will not exercise such audit right more frequently than once per twelve (12) month period and CI will bear the full cost and expense of any such audit, except in the event of a Security Breach or a breach of this Addendum and/or Underlying Agreement, in which case CI or CI's representatives may conduct an audit within the then-current twelve (12) month period and Supplier will bear the full cost and expense of such audit.

6. Incident Response. Supplier shall notify CI immediately in writing upon (and in no event more than twenty-four (24) hours after) learning of any actual or suspected Security Breach. Such notice shall include detailed information regarding the nature and scope of the Security Breach, the categories and approximate number of Data Subjects affected, the categories and approximate number of Protected Information affected, any reports to law enforcement related to the Security Breach, the actual or suspected cause of the Security Breach, the measures being taken by Supplier to investigate the Security Breach, correct or mitigate the Security Breach, and prevent future Security Breaches. Supplier agrees to update CI as additional relevant information becomes available. Supplier, at no additional cost to CI, shall provide reasonable assistance to, and shall cooperate with all reasonable requests of, CI to investigate and mitigate any Security Breach. Supplier agrees that any decision to notify Data Subjects or any Supervisory Authority of the Security Breach shall be in CI's sole discretion and CI shall have sole control over the timing, content and method of notification if CI decides notification is necessary. Supplier shall reimburse CI for all costs and expenses incurred by CI in responding to and mitigating damages caused by a Security Breach, including but not limited to attorneys' fees, costs of forensic investigation services, regulatory fines and penalties and other costs imposed by Supervisory Authorities, and the costs of offering credit monitoring, identity monitoring and identify theft restoration services and notice and engaging in other remediation efforts. Without limiting any other rights of CI under this Agreement, CI may at its discretion immediately terminate the Underlying Agreement and this Addendum as a result of a Security Breach.

7. Impact Assessments. Supplier will assist CI in ensuring compliance with any obligations of CI with respect to data protection impact assessments and prior consultation.

8. Cross-Border Transfers. If Supplier processes Personal Data regarding residents of the European Economic Area ("EEA") in providing services to CI under the Underlying Agreement, Supplier and CI agree that any cross-border transfer will be governed by the European Commission Standard Contractual Clauses (Controller to Processor) ("Standard Clauses") as annexed to EU Commission Decision 2021/914 of June 4, 2021 or subsequently adopted SCC by EU Commission Decision with CI or comply with another cross-border data transfer mechanism deemed compliant by the European Commission, to allow Personal Data to be transferred to Supplier and any affiliate or subcontractor of Supplier by CI. In such event, the Standard Clauses are hereby incorporated into this Addendum and Underlying Agreement and are completed as follows: "Data Exporter" is CI; "Data Importer" is the Supplier; Clause 7 is omitted; Sub-processor must be approved by CI on an individual prior and written basis (giving 15 business days prior notice); the governing law and venue shall be those/that of the EU member country where the data originates; Annex I B shall be completed with information contained in Schedule 1. In the event of a conflict between the Standard Clauses and this Addendum or the Underlying Agreement, the Standard Clauses shall prevail as to Personal Data subject to protection under the GDPR.

9. Miscellaneous.

9.1 Liability and Indemnification. Supplier shall defend, indemnify, and hold harmless CI, and CI's subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and assigns (each, a "CI Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from any claim against any CI Indemnitee arising out of or resulting from Supplier's failure to comply with its obligations (ii) under this Addendum, including without limitation any failure to comply with its obligations under the Standard Clauses if entered into by the Parties, or (ii) under any applicable Data Law. No limitation of liability provision in any Underlying Agreement shall apply to this Addendum.

9.2 Insurance. Through the term of this Addendum and for at least three (3) years thereafter for any insurance written on a claims-made basis, Supplier shall obtain and maintain privacy and cyber security insurance coverage providing standard comprehensive first-party and third-party (liability) coverages, with third-party coverage limits of not less than $1,000,000 for each claim and $3,000,000 in the aggregate. Supplier shall provide CI with a certificate of insurance evidencing the required insurance naming CI as an additional insured with respect to any claims that arise from Suppliers acts or omissions in connection with the processing of personal data for or on behalf of CI.

9.3 Term and Termination. The term of this Addendum shall run concurrently with the term of the Underlying Agreement, unless this Addendum is sooner terminated in accordance with this Section 9.3. In the event that Supplier breaches any of its

obligations under this Addendum, CI may terminate this Addendum if such breach is not cured by Supplier within thirty (30) days after receipt of written notice of such breach from CI, provided that CI may terminate this Addendum immediately upon written notice to Supplier if CI determines in its discretion that the breach is not capable of cure. Upon the expiration or termination of this Addendum, Supplier shall cease Processing Protected Information and shall require all its affiliates and subcontractors to cease Processing Protected Information. Following expiration or termination of this Addendum, Supplier shall promptly, and in any event within thirty (30) days from the effective date of termination or expiration, return, or, at CI's request, delete (with written certification of deletion), all Protected Information, including copies thereof, in Supplier's control or possession and all Protected Information in the possession of Supplier's affiliates and subcontractors. In the event applicable laws prevent Supplier from returning or deleting Protected Information, Supplier represents, warrants and agrees that it will continue to comply with the confidentiality and privacy obligations under this Addendum until it is no longer in possession of Protected Information.

9.4 Governing Law and Venue. This Addendum shall be governed by the laws of the District of Columbia, without regard to the principles of conflicts of laws. The Parties agree that any claims relating directly or indirectly to this Addendum shall be brought before court of competent jurisdiction in the District of Columbia. The Parties hereby consent to and waive any objection to personal jurisdiction in those courts.

9.5 Survival. Paragraphs 1, 3.5, 6, and 9 shall survive the termination of this Addendum.

9.6 Miscellaneous. This Addendum may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both parties. No provision or part of this Addendum or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either party to enforce any provision of this Addendum will not be deemed a waiver of future enforcement of that or any other provision. Nothing in this Addendum shall be construed to place the parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. In the event that any provision of this Addendum is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the Effective Date. Each party acknowledges that it has read this Addendum, understands it, and will be bound by its terms.

Conservation International Foundation	[_____]
By: _____	By: _____
Name:_____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____