

Amendment: Section 1.3.2 – Cost Proposal

Call for Proposals

For: Maintenance and support, plus upgrade to Drupal 9, for CEPF.net website

From: The Critical Ecosystem Partnership Fund (CEPF)

Amendment Date: Monday, 26 October 2020

Subject: Detailed Budget Template

Dear Offerors: Be advised that updates have been made related to the following section:

1.3.2 Cost Proposal: This section refers to a “Detailed Budget” template attached to section 2.1. However, this was an error, as 2.1 is the Scope of Work section, and the call for proposals document did not include a detailed budget template.

You can now find a template in the form of an excel file on the [Call for Proposal’s web page](#). It is not required that vendors use this template.

Call for Proposals

Maintenance and support, plus upgrade to Drupal 9, for CEPF.net website

Opening Date: 16 September 2020
Closing Date: **EXTENDED to 6 NOVEMBER 2020, 5 p.m. EST.**
Questions Due Date: 16 October 2020
Submission: Proposals should be sent to cepf@cepf.net by 5 p.m. (EDT) on the closing date.

Dear Offerors,

Conservation International is issuing a Call for Proposals (CFP) on behalf of the Critical Ecosystem Partnership Fund for **ongoing maintenance and support of the cepf.net website, as well as an upgrade of the content management system from Drupal 7 to Drupal 9.** The following CFP contains all the necessary information for interested Offerors.

CEPF.net is the website for the Critical Ecosystem Partnership Fund (CEPF), a joint initiative of l'Agence Française de Développement, Conservation International, the European Union, the Global Environment Facility, the Government of Japan and the World Bank. It is administered by Conservation International.

CEPF empowers nongovernmental organizations, indigenous groups, universities and private enterprises to protect the world's biodiversity hotspots and help communities thrive. We do this through grants for conservation, organizational strengthening and sustainable development.

Interested Offerors should submit proposals electronically for the anticipated agreement by sending an email to **cepf@cepf.net by 5 p.m. (EST) on Friday, 6 November.** Interested Offerors can submit their questions to **Julie Shaw at cepf@cepf.net.**

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 and AFD's Statement of Integrity, Eligibility and Environmental and Social Responsibility.

Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CEPF via its Ethics Hotline at www.ci.ethicspoint.com.

Call for Proposals

For the provision of

Maintenance and support, plus upgrade to Drupal 9, for CEPF.net website

Contracting Entity:

Conservation International

Funded under:

Critical Ecosystem Partnership Fund ("CEPF")

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Section 1. Instructions and General Guidance

1.1 Introduction

Conservation International, the Contracting Entity, on behalf of the Critical Ecosystem Partnership Fund, is soliciting offers from offeror firms to submit proposals to carry out [maintenance and support, plus upgrade to Drupal 9, for CEPF.net](#).

OBJECTIVES:

Below please find an overview of the CEPF.net environment:

CEPF.net has two environments, production and staging, hosted on Amazon Web Services.

Webheads

Production

EC2 T2.large, Ubuntu
2v CPU, 8GB Ram, HD 20Gb + 12GB

Staging

EC2 T2.medium, Ubuntu
2 vCPU, 4GB Ram, HD 30GB

DataBase

Local Database MySQL 5.7

Configuration/Design

cepf.net was launched December 2017

of pages: 3316

of interfaces: 4

of content users: 10 (2 roles—admin and content editor)

of standard/custom modules: 104 standard/15 custom

The objectives for this contract are to provide upgrade and support services for the CEPF website. CEPF.net is currently operating on Drupal 7. At the end of this project, the objective will be for the cepf.net website to be upgraded to Drupal 9 and all features and functions that are currently supported to work effectively on the new platform. This upgrade will take place such that there are limited disruptions to the live site and appropriate security and backup measures are taken to mitigate risk of content loss.

In addition to the upgrade, CEPF requires a vendor to supply ongoing support and maintenance of cepf.net. The vendor will be responsible for the technical maintenance of the environment, including monitoring server performance, ensuring proper backup protocols are being followed, and identifying and applying any security updates that are needed to the platform. In addition, the vendor will fix bugs and development enhancements as identified and prioritized by CEPF. As necessary, the vendor may be requested to provide design and user experience recommendations. As this work is being performed under the contract, the vendor will provide the project management framework to implement the features/enhancements, properly track and manage a centralized code repository, and provide training to CEPF staff as needed. Additionally, in the event of unexpected downtime or issues on cepf.net, the vendor would be available to troubleshoot and fix any emergency issues.

1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, **Critical Ecosystem Partnership Fund, cepf@cepf.net**.

Offers must be received no later than **5 p.m. EST Friday, 6 November**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers will not be considered.

1.3 Instruction for Offerors

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

- Technical proposal
- Cost proposal, and
- Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility

This CFP does not obligate the Critical Ecosystem Partnership Fund to execute a contract nor does it commit the Critical Ecosystem Partnership Fund to pay any costs incurred in the preparation or submission of the proposals. Furthermore, the Critical Ecosystem Partnership Fund reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Critical Ecosystem Partnership Fund.

1.3.1 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 requirements 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 including business hour availability. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs may be included in an annex to the technical proposal and will not count against the page limit. CVs must demonstrate: Experience and skills in Drupal, development, project management, user experience and visual design.

- Part 3: Corporate Capabilities, Account and Project Management Methodology, Experience, Past Performance, and 3 client references. This part shall be between 2 and 4 pages long, but may not exceed 4 pages. Please include descriptions of similar projects or assignments and at least three client references.

1.3.2 Cost Proposal

Estimated budget: US\$60,000 to US\$70,000.

Offerors shall use the cost proposal template "Detailed Budget" attached in section 2.1. The cost proposal must be valid for at least 90 days after submission to the Critical Ecosystem Partnership Fund. 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 cost proposal must be all-inclusive of profit and fees. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by the Critical Ecosystem Partnership Fund should the offerors proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US dollars. 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. The Critical Ecosystem Partnership Fund reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness or completeness of an Offeror's cost proposal.

If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.

1.3.3 Offeror Proposed Detailed Budget

DESCRIPTION OF SERVICE	DAILY OR HOURLY COST	OTHER COSTS (LOCAL CURRENCY)	TOTAL COST (LOCAL CURRENCY)
TOTAL			

1.4. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

CFP published: 16 September
Deadline for written questions: 16 October
Proposal due date: 6 November

The dates above may be modified at the sole discretion of the Critical Ecosystem Partnership Fund. Any changes will be published/advertised in an amendment to this CFP.

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 CFP, meets the technical capability requirements, and is determined to represent the most advantageous to the Critical Ecosystem Partnership Fund.

	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?	20
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 – Does the proposal demonstrate that team members have necessary experience and capabilities to carry out the Scope of Work?	15
2	Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references	

3	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	25
III	Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)	
1	Cost- Cost seems appropriate to the scope of work	10

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

2.1. Scope of Work

1) Drupal Upgrade Discovery

- Detailed analysis of upgrade requirements and infrastructure improvements
- Estimate for custom development work
- Detailed work plan for upgrade
- Agreed upon scope for upgrade

2) Development and Execution of Upgrade of cepf.net from Drupal 7 to Drupal 9, including

- Development/configuration, including theme work, templating, and data migration
- Apply proposed infrastructure configuration to AWS environment
- QA testing
- Change management/deployment support
- Training/knowledge transfer for end users and technical support
- Project management

3) Provide Ongoing Support and Maintenance

Provide ongoing support and maintenance on cepf.net based upon priorities determined by the CEPF team. Anticipated volume of support required would be approximately 16 hours per month. Areas of support and maintenance include:

- CMS database and server management including software patches, security configuration, and back-up support - mandatory
- Maintain centralized code repository
- Implementation of new features and functionality
- Troubleshooting and repairing bugs as requested
- User experience design services
- New visual design services
- Training for CEPF staff on use of new features
- Project management services to implement updates to production
- Emergency support

2.2. Deliverables & Deliverables Schedule

#	Activity	Due Date	Deliverable	Acceptance Criteria
1	Conduct Detailed Analysis of Upgrade from Drupal 7 to Drupal 9	To be determined	Detail provided on required upgrade tasks.	CEPF can make final design decisions on timeline and

			Description and estimate provided for any custom development work required to reach parity.	custom development for upgrade.
			Detailed work plan developed for upgrade.	
2	Upgrade content management system from Drupal 7 to Drupal 9	To be determined	Cepf.net is upgraded to Drupal 9. Transition plan developed that allows for fallback to current site.	Drupal 9 is implemented and functioning well as agreed upon in design phase and errors and bugs. have been addressed.
3	Knowledge Transfer to CEPF on Drupal 9	To be determined	Training sessions/documentation provided for CEPF staff on Drupal 9 features. Technical knowledge transferred to CI staff, including documentation on environment infrastructure and technical design.	CEPF understands new features and updated features. CI staff have basic understanding of site and access for support.
4	Ongoing Support for new feature development and bug fixes	Start of contract through 30 June 2021	Detailed support plan provided, including methodology for identifying requirements, documenting design/development, testing responsibilities, and deployment tasks. Change management plan provided for developing, testing and deploying code into the production environment. Document repository established for support documents, project plans and communications.	Plan includes detailed tasks, actors, and relative timeframes.
5	Maintain cepf.net environment	Start of contract through 30 June 2021	Ensure cepf.net is available with acceptable response times.	Site functions efficiently with minimum downtime.

			Security and Environment Management Plan developed.	Backups are being completed according to CI policies.
6	Identify and apply security updates	Start of contract through 30 June 2021	cepf.net environment has all critical security patches installed.	All critical security patches are installed within an agreed timeframe.
7	Support Emergency Requests	Start of contract through 30 June 2021	Support process provided for submission of emergency requests	Clear process to submit emergency support requests.
			Resources allocated on priority basis.	Resource assignment within an agreed timeframe.
8	Project Management	Start of contract through 30 June 2021	Monthly burn down reports submitted.	Reports received by CEPF.
			Issues database maintained.	Issues database approved by CEPF.
			Project plan developed for upgrade.	Plan approved by CEPF.
			Risk register developed.	Register approved by CEPF.

Section 3. Procurement and Contract Standards.

3.1 Conservation International's Service Agreement Template (including Code of Ethics)

Note: this is a sample CEPF contract and will be modified to accommodate specifics of the final selected award

**SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND [XXX]**

Project Title:
BusinessWorld Contract Master File:
BusinessWorld Vendor Master File:

This Services Agreement (the 'Agreement') is made and entered into as of [insert date] (the 'Effective Date') by and between Conservation International Foundation ('CI') a nonprofit public benefit corporation organized under the laws of the State of California and [NAME], a [type legal entity] ('Service Provider').

Funding in support of this Agreement is made available from the Critical Ecosystem Partnership Fund ("CEPF"), a multi-donor fund consisting Conservation International Foundation ("CI"), International Bank for Reconstruction and Development ("IBRD"), the Global Environment Facility through CI as implementing agency ("GEF"), the Government of Japan through IBRD as trustee of grant funds provided by the Ministry of Finance ("Japan"), Agence Française de Développement ("AFD"), and the European Union ("EU") -- hereafter together referred to as "the Funding Sources". CEPF is administered by CI.

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

#	Allotted days	Activity	Due date	Deliverable
1				
2				
3				
4				
5				
6				
7				
8				
9				

During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from **[CEPF REPRESENTATIVE'S NAME AND TITLE]** or his/her designee, as authorized in writing.

2. Period of Performance. The Performance Start Date is **[DATE]**. The Performance End Date is **[DATE]** unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Period of Performance requires a written amendment of this Agreement signed by authorized representatives of both Parties.

3. Compensation.

a. Fee for Services. In consideration of Service Provider's performance of the Services during the Period of Performance, CI shall pay Service Provider an amount equal to US\$**[click and type amount]**.

b. Expenses. The Fee For Services set forth above is inclusive of all expenses.

c. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.

d. Payment Terms.

Payment shall be made in accordance with the following payment milestones:

(1) \$_____upon completion and CI's acceptance of deliverable No. 1,

(2) \$_____upon completion and CI's acceptance deliverable No. 2,

(3) \$_____upon completion and CI's acceptance of final deliverable.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. All amounts will be paid within thirty (30) days after receipt of Consultant's invoice.

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

4. Acceptance of Deliverables; Time is of the Essence.

a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the following acceptance criteria, which may be revised and supplemented from time to time during the Period of Performance of this Agreement to accommodate for successful performance of the Services.

[INCLUDE ACCEPTANCE CRITERIA]

Acceptance. In the event that a Deliverable meets CI acceptance criteria, CI shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions

and deliver the revised Deliverable to CI for review within 30 business days business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet acceptance criteria may not be charged to CI unless authorized in writing by CI.

- b. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in APPENDIX 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.
5. Termination. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (incl. all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider's failure to perform any of the Services to CI's satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI's satisfaction.
6. Indemnification. Service Provider agrees to indemnify and hold harmless CI, any Funding Source, and their respective trustees, officers, directors, agents, and employees, including the cost of defense, for any claim made against them arising out of Service Provider's performance under this Agreement.
7. Relationship of CI and Service Provider.
 - a. Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
 - b. Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.
8. Government Officials and Employees. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do

or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. Federal, State or local employee or official.

9. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other (“Confidential Information”). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

10. Intellectual Property

CI All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. All Works shall be deemed “works made for hire” within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a “work made for hire,” or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

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

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

not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

11. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
12. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations.
13. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
14. Compliance With Law; CI Code of Ethics. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.
15. Service Provider's Anti-Terrorism Representation And Warranty. Service Provider is hereby notified that U.S. Executive Orders, U.S. and other international 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. and other international law. Service Provider shall ensure that it makes no payment with funds provided hereunder to persons or entities listed on any financial sanction list maintained by the United Nations, European Union, France and the United States of America or other jurisdiction where Services are carried out, (ii) for any payment to purchase, supply, finance any supplies, services or sectors which are subject to an embargo by the United Nations, the European Union, France, United States or other jurisdiction where Services are carried out.
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. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring of the Code of Ethics in (Attachment 2). Service Provider shall immediately report any allegations or suspicions of violations of the Code of Ethics or Agreement terms related to corruption, fraud or anti-competitive practice; fund from illicit origin or other Project-related grievances. Grievances will be addressed in accordance with the CI's established grievance mechanism. Service Provider shall ensure that all of its employees, sub-contractors and sub-grantees are informed of CI's grievance mechanism at www.ci.ethicspoint.com or via phone to a local dial-in number displayed at www.ciethicspoint.com ("CI Ethics Hotline"). CI will promptly investigate any grievances submitted to the CI Ethics Hotline. CI will treat complaints as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable CI or law enforcement to conduct an adequate investigation. Service Provider shall not retaliate against any employee or other person who submit such grievances in good faith. Retaliation is subject to termination of this Agreement and other sanctions, including ineligibility of Service Provider to submit future proposals to CI for CEPF-related activities.
21. 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.
22. Entire Agreement; Amendments. This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not be amended, supplemented, or modified in any respect except by written agreement signed by both parties.
23. 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:

If
to Conservation International Foundation
Attn: Olivier Langrand

With a copy to General Counsel's Office
Address: Conservation International Foundation
2011 Crystal Drive, Suite 600 Arlington VA, 22202
USA
Email: olangrand@cepf.net
Phone: +1 703-341-2400
Fax: +1 703-553-0721

24. Acts of corruption, fraud or anti-competitive practice; fund from illicit origin.

- a. Act of Corruption means any of the following:
- (1) the act of promising, offering or giving, directly or indirectly, to a Public Official or to any person who directs or works, in any capacity, for a private sector entity, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity; or
 - (2) the act of a Public Official or any person who directs or works, in any capacity, for a private sector entity, soliciting or accepting, directly or indirectly, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity.
- b. Anti-Competitive Practices means:
- (1) any concerted or implicit action having as its object and/or as its effects to impede, restrict or distort fair competition in a market, including without limitation when it tends to: (i) limit market access or the free exercise of competition by other companies; (ii) prevent price setting by the free play of markets by artificially favoring the increase or decrease of such prices; (iii) limit or control any production, markets, investment or technical progress; or (iv) share out markets or sources of supply;
 - (2) any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or
 - (3) any bid or predatory pricing having as its object and/or its effect to eliminate from a market, or to prevent a company or one of its products from accessing the market.
- c. Fraud means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Beneficiary or a third party in order to obtain an illegitimate benefit.

- d. Fraud against the Financial Interests of the European Community means: any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii) misappropriation of such funds for purposes other than those for which such funds were originally granted.
- e. Illicit Origin means funds obtained through:
 - (1) the commission of any designated categories of offences under [FATF 40](https://www.fatf-gafi.org/media/fatf/documents/FATF%20Standards%20-%2040%20Recommendations%20rc.pdf) (https://www.fatf-gafi.org/media/fatf/documents/FATF%20Standards%20-%2040%20Recommendations%20rc.pdf)
 - (2) any Act of Corruption; or
 - (3) any Fraud against the Financial Interests of the European Community, if or when applicable.
- f. The Service Provider shall (i) use its best efforts ensure that its equity and assets will not come from Illicit Origin the Services, (ii) ensure that the Services shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice, (iii) inform CI with immediately upon becoming aware of or suspecting any Act of Corruption, Fraud or Anti-Competitive Practice, (iv) take all necessary measures to remedy the situation in a manner satisfactory to CI and the Funding Sources and within the time period determined by CI and/or the Funding Sources, and notify CI immediately of any information which leads to suspect the Illicit Origin of funds invested in the Services.

25. Instructions, Inspections and Audits. The Service Provider shall permit CI, the Funding Sources, or any party designated by CI or the Funding Sources, to inspect the site and/or the accounts and records of the Service Provider relating to the performance of this Agreement, and to have such accounts and records audited by auditors appointed by CI or the Funding Sources, if so requested by CI or the Funding Sources.

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

CLICK AND TYPE CONTRACTOR NAME

Conservation International Foundation

 By:
 Title: _____
 Date: _____
 Month Day Year

 By: Olivier Langrand
 Title: Executive Director, Critical Ecosystem
 Partnership Fund
 Date: _____
 Month Day Year

- APPENDIX 1: Delivery Schedule
- APPENDIX 2: Ethics Standards
- APPENDIX 3: Statement of Integrity, Eligibility and Social and Environmental Responsibility

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**APPENDIX 1
DELIVERY SCHEDULE**

APPENDIX 2

ETHICS STANDARDS

Conservation International's reputation derives from our commitment to our core values: Integrity, Respect, Courage, Optimism, and Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

Integrity:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where Services are carried out.
- Provide true representation of all Services performed.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:

- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors from sub-contractors, suppliers or other 3rd parties that would negatively impact the provision of Services to CI.

Accountability:

- Disclose to CI, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom with the goal of a successful outcome per the terms of this Agreement.

Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and other 3rd parties.

Mutual Respect and Collaboration:

- Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.

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

FOR SERVICE PROVIDER:

By: _____

Title: _____

APPENDIX 3

Statement of Integrity, Eligibility and Social and Environmental Responsibility

- 1) We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

- 2) We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;

 - 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance

with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3) We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
- ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract

4) If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any

change in situation with regard to points 2 to 4 hereabove.

6) In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate

within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7) We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of:

Duly empowered to sign in the name and on behalf of:

Signature: _____ Dated:

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

3.2 Code of Ethics

Scope of Applicability

The following ethics standards apply to all persons and entities which receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of Grant Funds received from CI (jointly referred to as 'Grant Fund Recipients'). Grant Funds Recipients include employees, agents, sub-contractors and sub-recipients of the aforementioned persons and entities.

Ethics Standards

Grant Funds Recipients are expected to observe the highest standards of professional and personal ethics in the implementation of projects funded by the CI.

Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

Grantee shall communicate and advertise the below ethics standards and the availability of the Ethics Hotline for Project related complaints to all Grant Fund Recipients.

Grant Funds Recipients are required to implement, monitor and enforce compliance with a Code of Ethics that substantially reflects the following ethics standards:

Integrity:

Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.

Comply with Funding Terms and Conditions, internal policies of the Grantee as well as all applicable laws, rules and regulations, domestic and international, in every country where the Grantee does business and where Project related activities are carried out.

Reflect actual expenses or work performed in expense reports, time sheets, and other records.

Never engage in any of the following acts: falsification of business documents, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:

Perform duties, exercise authority and use Grant Funds and assets procured with Grant Funds for Project purposes and never for personal benefit.

Avoid conflicts of interest and not allow independent judgment to be compromised.

Not accept gifts or favors from Project vendors/suppliers, sub-recipients or sub- contractors in excess of token gifts.

Accountability:

Disclose to CI, at the earliest opportunity, any information they have or become aware of, that may result in a real or perceived conflict of interest or impropriety.

Exercise responsible stewardship over Grant Funds and assets procured with Grant Funds; spend Funds wisely, in furtherance of the Project.

Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with the goal of a successful Project outcome.

Confidentiality:

Not disclose confidential or sensitive information obtained during the course of the Project

Mutual Respect and Collaboration:

Assist CI, Project partners and beneficiaries in building the necessary capacity to carry out the Project efficiently and effectively and to manage Funds in a fiscally and operationally prudent manner.

3.3 Statement of Integrity, Eligibility and Environmental and Social Responsibility

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

- 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

- b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
- 4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
- 6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and

regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____

In the capacity of: _____

Signature: _____

Dated: _____