

CRITICAL ECOSYSTEM PARTNERSHIP FUND
INTERNAL AGREEMENT
FOR CONSERVATION INTERNATIONAL PROGRAMS

This Internal Agreement ("Agreement") provides the terms and conditions under which funding from the Critical Ecosystem Partnership Fund ("CEPF"), a joint initiative of Conservation International ("CI"), International Bank for Reconstruction and Development ("IBRD"), the Global Environment Facility through the IBRD as implementing agency ("GEF"), the Government of Japan through IBRD as trustee of grant funds provided by the Ministry of Finance ("Japan"), the John D. and Catherine T. MacArthur Foundation ("MacArthur Foundation"), l'Agence Française de Développement ("AFD") (hereafter together referred to as "the Funding Sources") and administered by CI, shall be made available to the **(Fill in)** ("Program") for the project: Please enter Project Title.

1. All funds allocated under this Agreement shall be used only for the expenses described in the attached Project and Budget (Attachment 1, the "Project."). Funds shall be used solely for the purposes and activities described therein, and shall in all cases conform to the restrictions and limitations described in the Standard Provisions and Procurement Policies and Procedures (Attachments 2 and 3.)
2. This Agreement begins on **(Fill in Date)** The date of completion is **(fill in date)** unless earlier terminated in accordance with this Agreement or extended by mutual written agreement. All expenses must be incurred within the term of this Agreement.
3. The Program agrees to deliver the following deliverables as specified below:
 - a. Progress Reports. The Program shall file all Progress Reports as specified herein. These reports shall include an update on progress made against objectives, and shall be submitted in the format specified. Reports are due within thirty (30) days following the close of each [ENTER APPROPRIATE REPORTING PERIOD, I.E. CALENDAR QUARTER OR SIX-MONTH PERIOD] during the term of this Agreement.
 - b. Financial Reports. All CEPF expenses incurred by CI field offices shall be reported to Washington through CI's standard monthly financial reporting process. These expenses shall be combined with any allowable expenses incurred in Washington D.C., and a financial report shall be filed in the format specified by CEPF's Executive Director. This report shall be filed within thirty (30) days following the close of each calendar quarter during the term of this Agreement. The Program hereby designates _____ as the individual responsible for filing such financial reports.
 - c. Final Reports. The Program shall file a final Progress and Financial Report within sixty (60) days following the expiration or termination of this Agreement. These documents shall be submitted in the format specified by CEPF.
4. The CEPF Director responsible for this Project is **Fill in CEPF Director**. For administrative matters on behalf of CEPF please contact **Fill in Regional Support**. The Project Manager for the Program is **fill in Project Manager**.
5. CI, as administrator for CEPF, agrees to make funding from the CEPF available in an amount not to exceed **(Amount of money, written out)** U.S. dollars (US\$ **Amount in numbers** (the "CEPF Funds"). A New Donor Code shall be set up within Program's budget, against which all expenses relating to this Agreement shall be charged. No other funds will be provided without written modification of this Agreement. Advances for operating expenses shall be requested through CI's standard monthly cash request process.
6. The obligations of CI, as administrator of CEPF, under this Agreement are not made on behalf of, nor are binding on any of the Funding Sources.

7. All modifications to this Agreement will be in writing and signed by persons designated to act on behalf of the parties to this Agreement.

8. The attachments to this Agreement are an integral part hereof.

To acknowledge acceptance of the terms and conditions of this Agreement, including those in the attachments, please sign in the space indicated below and return the signed original to the CEPF Director noted above.

For CI, as administrator of the CEPF

For the Please enter Program name here.

By: _____

By: _____

Jorgen Thomsen, Senior VP CI

Name:

Executive Director, CEPF

Title:

Date:

Date:

Attachment 1, Project and Budget

Attachment 2, Standard Provisions

Attachment 3, CEPF Procurement Policies and Procedures

Attachment 4, CEPF Credit and Logo Usage Policy

ATTACHMENT 1
PROJECT AND BUDGET¹

1) The budget in this attachment needs to ensure that no more than 20 percent of the CEPF funds granted under this agreement can be used for payment of any taxes.

ATTACHMENT 2
STANDARD PROVISIONS

1. USE OF FUNDS

- a. CEPF Funds shall be used only for approved purposes, and for eligible expenses authorized in Attachment 1, Project and Budget.
- b. The Program is responsible for the implementation and monitoring of any required safeguard instrument or other required measures to address Safeguard Policies as described at www.worldbank.org.
- c. Program may allocate up to 15% of the total agreement between direct cost line items, not to exceed the approved total. Program must receive written approval from the CEPF Grant Director prior to making any changes to the budget or to the objectives, target areas, methodology, or timeline of the Project.
- d. CEPF Funds shall not be expended to carry on propaganda or otherwise attempt to influence legislation or any public election. CEPF Funds may be used only to engage in activities that are for religious, charitable, scientific, literary or educational purposes.
- e. CEPF Funds shall not be expended for payments that are, or give the appearance of, a conflict of interest. A conflict of interest is defined as a transaction in which an employee's personal or financial interests conflict or appear to conflict with his official responsibility. Examples include, but are not limited to, such transactions as payments to the business partner(s) of the project director, co-project director, or members of their immediate families for salaries, expense reimbursement, or any other type of compensation, or payments to organizations in which the project director, co-project director, or member(s) of their immediate families have a financial interest.
- f. CEPF Funds shall not be expended for land acquisition, and no expenditures shall be made for activities resulting in the physical relocation of people.
- g. CEPF Funds shall not be expended (i) in the territories of any country which is not a member of IBRD or for goods procured in, or services supplied from such territories, or (ii) on account of any payment to persons or entities, or any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, or (iii) for penalties on late payments imposed by suppliers except if such penalties were incurred in connection with a disputed payment which was under arbitration or (iv) self insurance and premium.
- h. Program 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 (1) in contravention of any U.S. or other applicable law (including, but not limited to, the U.S. Foreign Corrupt Practices Act) or regulation; (2) without the express consent of the government for which the employee or official works; and (3) that is not reasonable, bona fide, and directly related to the activities funded under this Agreement. Under no circumstances shall any payments or anything of value be made, promised, or offered to any U.S. Federal, State or local employee or official.
- i. Program shall reject a proposal for award if it determines that (i) the bidder recommended for award has engaged in offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution ("Corrupt Practices") or (ii) the bidder has given a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Program or CI, as administrator of CEPF, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive Program or CI as administrator of CEPF, of the benefits of free and open competition fraudulent practices in competing for the contract in question ("Fraudulent Practices").
- j. Program 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 Program is eligible to apply for refunds on taxes paid, Program shall do so. All such reimbursements received by Program for taxes paid from CEPF Funds shall be used for Project purposes.

2 PROCUREMENT OF GOODS AND SERVICES

- a. Program is authorized to purchase goods and services with a unit cost in excess of \$5000 only with the specific, prior, written approval of the CEPF Grant Director. This approval shall be deemed to be given if the goods or services are clearly identified in Attachment 1, Project and Budget. For all purchases of goods and services in excess of \$5000 not approved in Attachment 1, Program must submit a written request to the CEPF Grant Director, describing the proposed item, its cost, and the programmatic justification for such purchase. No purchases are authorized without written approval from the CEPF Grant Director.
- b. For all purchases of goods and services, Program shall follow the procurement policies and procedures set forth in Attachment 3 to this Agreement. Program agrees to observe the highest standard of ethics in all procurement matters.

3. TERMINATION

- a. Either party may terminate this agreement by providing written notice to the other party. Upon receipt of such notice, no further expenses shall be incurred. Termination under this Section shall become effective when all obligations under this Agreement have been fulfilled.
- b. Within thirty (30) days of the date of notice under this Section, Program shall submit to the CEPF Grant Director a final technical report.

4. ACKNOWLEDGEMENT/PUBLICATIONS

- a. Program agrees to acknowledge CEPF as detailed in the full Credit and Logo Policy in all publications, reports and publicity arising from activities carried out under a CEPF grant. In text credits the full name Critical Ecosystem Partnership Fund shall be used. Use of the CEPF logo must be approved in advance in writing by CEPF. Any use of CEPF donor logos is expressly prohibited.
- b. Program agrees to provide CEPF Staff with at least 20 copies of any articles, reports, media interviews or other publication relating to activities covered under this Agreement. An electronic copy shall also be provided, where available.

5. SITE VISITS/EXAMINATIONS

Program shall enable representatives of CEPF donors to visit facilities and sites included in the Project and activities thereunder, and to examine the goods financed out of the CEPF Funds and any installations, sites, works, records, and documents relevant to the operations financed out of the CEPF Funds.

ATTACHMENT 3

CEPF PROCUREMENT POLICIES AND PROCEDURES

Prior to undertaking any purchases of goods or services with CEPF funds, Grantee is required to have institutional procurement policies in effect that are substantially the same as those listed below.

The specific procurement procedures listed in section II are applicable to all purchases of goods/services with Grant funds, and must be followed in all cases.

I. POLICIES

- A. All purchases of goods and services must be made with complete impartiality based solely on the merits of supplier proposals, including such considerations as cost, delivery and payment terms. No employee, officer, or agent of Grantee may participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. A conflict of interest is defined as a transaction in which an employee's personal or financial interests conflict or appear to conflict with his official responsibility.
- B. Grantee is responsible for ensuring that all equipment is received in good condition. Grantee must examine and test goods upon receipt to ensure that the vendor has met all terms and conditions of the purchase agreement.
- C. All purchases of services, from individuals or organizations, must be made via a written contract. This contract must describe the proposed scope of work and relevant terms with specificity.
- D. Grantee must ensure that adequate insurance is obtained for the actual replacement value of any equipment purchased.
- E. Procurement contracts may be made only with responsible suppliers who are reputable, well established and are suppliers of the goods and services being purchased in the normal course of business. No award shall be made to a supplier who has engaged in corrupt or fraudulent practices in competing for or executing the contract in question.
- F. Procurement of goods and services financed by Ecosystem Grants shall be carried out in accordance with Guidelines: Procurement under IBRD Loans and IDA Credits, May 2004, as revised October 2006.
- G. Consultant services financed by Ecosystem Grants shall be selected in accordance with the Guidelines: Selection and Employment of Consultants by World Bank Borrowers, May 2004, as revised October 2006.

II. PROCUREMENT PROCEDURES

- A. Purchases of goods and services with a unit cost of less than US\$5000 may be made 'off the shelf.' No specific number of bids is required.
- B. Purchases of goods with a unit cost of more than US\$5,000 but less than US\$50,000 must be based on written quotations received from at least three potential suppliers. Quotations must include the description and quantity of the goods, as well as the delivery time and place.
 - i. Grantees are advised to initially request more than three quotations.
 - ii. If there are at least three sources for the goods, at competitive prices, in Grantee's country, Grantee may purchase locally without requesting quotations from foreign entities.
 - iii. If this is not the case, then Grantee must request quotations from suppliers in at least two different countries, including the country where Grantee's main office is located. Quotations for foreign goods offered by a firm located in Grantee's country, are considered as quoted from abroad for purposes of satisfying the "two different countries" rule. This is applicable, for example, to items such as computers, vehicles that are normally imported by dealers of the foreign manufacturers who are also able to provide after sales services.

- C. Purchases of Services in excess of US\$5000 but less than US\$50,000 must be based on a well defined Terms of Reference, specifying in detail the necessary subject area qualifications and expected outputs. Statements of interest or CVs must be received from at least three potential firms or individuals.
- i. All purchases of services must be memorialized in writing, with fixed outputs and specific payment terms.
 - ii. Fees may be paid on a hourly/daily rate, or on a fixed fee basis. All fees paid to individuals must be consistent with previous salary/fee history, as documented in a CV.
 - iii. Files must reflect the list of individuals or firms invited to bid, the statements of interest or CVs, salary/fee history, and rationale for selection.
- D. Purchases of goods and services with a unit cost in excess of US\$50,000 are subject to special competitive bidding procedures.
- i. Such purchases are not allowed without separate written authorization from CI.
 - ii. In the event that purchases in excess of US\$50,000 are authorized, CI shall provide Grantee with detailed instructions on bidding requirements that Grantee shall comply with.

ATTACHMENT 4
Critical Ecosystem Partnership Fund
Credit and Logo Usage Policy

All publications, reports and press materials arising from a Critical Ecosystem Partnership Fund (CEPF) grant shall acknowledge the Critical Ecosystem Partnership Fund.

In text credits and references, the full name shall be used, rather than the acronym.

When the name Critical Ecosystem Partnership Fund is translated, it shall be translated as follows:

Bahasa: *Dana Kemitraan Ekosistem Kritis*

Chinese: 关键生态系统合作基金

French: *Fonds de partenariat pour les écosystèmes critiques*

Portuguese: *Fundo de Parceria para Ecossistemas Críticos*

Russian: Фонд Сотрудничества для Сохранения Экосистем, Находящихся в Критическом Состоянии

Spanish: *Fondo de Alianzas para los Ecosistemas Críticos*

The following description shall also be used:

"The Critical Ecosystem Partnership Fund is a joint initiative of Conservation International, the l'Agence Française de Développement, the Global Environment Facility, the Government of Japan, the MacArthur Foundation and the World Bank. A fundamental goal is to ensure civil society is engaged in biodiversity conservation."

When the description is translated, it shall be translated as follows:

- Bahasa: "Dana Kemitraan Ekosistem Kritis adalah inisiatif bersama Pemuliharaan Antarabangsa, [Badan Perancangan Perancis](#), Kemudahan Alam Sekitar Global, Kerajaan Jepun, Yayasan MacArthur dan Bank Dunia. Matlamat asas adalah untuk memastikan masyarakat awam terlibat dalam pemuliharaan biodiversiti."
- Chinese: "关键生态系统合作基金是由保护国际、法国发展机构, 全球环境基金、日本政府, 麦克阿瑟基金会和世界银行五家单位共同投资设立的。它的根本宗旨是促进公民社会参与生物多样性保护。"
- French: "Le Fonds de partenariat pour les écosystèmes critiques est une initiative conjointe de Conservation International, l'Agence française de Développement, du Fonds pour l'Environnement Mondial, du gouvernement du Japon, de la MacArthur Foundation et de la Banque Mondiale. Un objectif fondamental est de garantir que la société civile est engagée dans la conservation de la biodiversité."
- Portuguese: "O Fundo de Parceria para Ecossistemas Críticos é uma iniciativa conjunta da Conservação Internacional, da Agência Francesa de Desenvolvimento, da Gestão Ambiental Global, do Governo do Japão, da Fundação MacArthur e do Banco Mundial. Uma meta fundamental é garantir que a sociedade civil esteja envolvida com a conservação da biodiversidade".
- Russian: "Фонд партнерства критических экосистем представляет собой совместную инициативу Консервейшн Интернэшнл (Conservation International), Французское Агенство Развития (French Development Agency), Глобал инвайрэнмент фасилити (Global Environment Facility), правительства Японии, Фонда МакАртура и Всемирного банка. Его главная цель заключается в том, чтобы мировое гражданское сообщество участвовало в процессе сохранения разнообразия."
- Spanish: "El Fondo de Alianzas para los Ecosistemas Críticos es una iniciativa conjunta de la Conservación Internacional, La Agencia Francesa de Desarrollo, el Fondo para el Medio Ambiente Mundial, el Gobierno de Japón, la Fundación MacArthur y el Banco Mundial. La meta fundamental es asegurar que la sociedad civil se dedique a conservar la diversidad biológica."

In addition, use of the CEPF logo is encouraged on reports, maps or other products that CEPF funding helps produce.

The CEPF logo may not be altered or translated.

The CEPF logo is available in multiple electronic formats. To request the CEPF logo, please send a request with details of the proposed usage to cepf@conservation.org.

The logos of CEPF's individual donor partners may not be used under any circumstances by grantees.

Copies of articles, reports, media interviews, or other publications shall be provided to CEPF. In the case of professionally printed publications for distribution, at least 10 copies shall be provided to CEPF. Electronic copies of all materials shall also be provided where available so that they may be posted on the CEPF Web site, www.cepf.net.