

GRANT AGREEMENT

Project Title: _____ **Grant Number:** [enter GEM number]

This Grant Agreement ('Grant' or 'Agreement') is made between Conservation International Foundation ('CI'), a nonprofit public benefit corporation organized and existing under the laws of the State of California, USA, with a principal place of business at 2011 Crystal Drive, Suite 500, Arlington, VA 22202, and _____, ('Grantee'), **[TYPE OF ENTITY]** located at _____.

Funding in support of this Agreement is made available 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"), and the European Union ("EU") -- hereafter together referred to as "the Funding Sources".

1. **PURPOSE OF THE GRANT.** Grant funds are provided to support the project described in Grantee's grant proposal and budget set forth in Attachment 1, (the "Project"). Funds shall be used solely for the purposes and activities described therein, shall in no case be used for activities in contravention of the IBRD Safeguard Policies described in paragraph 7 (b) of this Agreement, and shall in all cases conform to the restrictions and limitations described in this Agreement (including all attachments thereto), jointly referred to as the "Funding Terms and Conditions". Grantee shall be solely responsible for ensuring Grantee's as well as any sub-recipient's and sub-contractor's compliance with the Funding Terms and Conditions.
2. **GRANT TERM.** The effective date of this Grant is _____. The termination date is _____, unless otherwise modified, or terminated in accordance with this Agreement. All expenses must be incurred within the Grant Term.
3. **GRANT AMOUNT.** CI, as administrator of the CEPF, agrees to make available to the Grantee, grant funds from the CEPF, in a total amount not to exceed _____ United States Dollars (US\$ _____) (the "Grant") for the purpose and on the terms and conditions set forth in this Agreement. In all cases the use of the funds shall conform to the restrictions and limitations described in this Agreement and in the Procurement Policies and Procedures (Attachment 2).
4. **PAYMENT.** Subject to the Funding Terms and Conditions, CI shall make to the Grantee payments as follows:
 - a. An initial payment of **[USE CASH FLOW PROJECTION SUBMITTED BY GRANTEE]** upon signature, provided the Grant Term has commenced.
 - b. Quarterly payments thereafter on the basis of an acceptable cash flow projection indicating cash on hand and anticipated expenses for the upcoming quarter. Cash flow projections shall be submitted along with acceptable progress reports and financial reports as specified in Section 6.
 - c. Final payment of up to _____ upon receipt and approval of the Final Project Report and the Final Financial Report (as defined in Section 6, below). CI reserves the right to refuse final payment if Grantee fails to comply with the reporting terms outlined in Section 6 below.

The payments described above shall be made to the following account:

Name of Account Holder:
 Name of Bank:
 Bank Address:

ABA:
SWIFT code:
Bank Account:

No other funds shall be provided under this Grant.

5. **PROJECT DIRECTORS.** CI's Project Director for this project is _____ (the "CEPF Director"). Grantee's Project Director is _____ **[STATE NAME AND TITLE]**. All administrative notices, program requests, and deliverables relating to this Grant shall be addressed to these individuals.
6. **REPORTING.**
 - a. **Project Reports.** The Grantee shall submit the following project reports.
 - (1) **Progress Reports.** Grantee shall submit Progress Reports within thirty (30) days following the end of each **SIX MONTH PERIOD**. These reports shall include an update on progress made against objectives, and shall be submitted in the format specified by CEPF.
 - (2) **Final Report.** The Grantee shall submit a final report ('Final Project Report') within **60** days following the expiration of this Grant. This document shall include a comprehensive, detailed report of activities undertaken and an evaluation of accomplishments/successes under this Grant. This report shall be submitted in the format specified by CEPF.
 - b. **Financial Reports.**
 - (1) **Financial Progress Report.** The Grantee shall submit financial progress reports within thirty (30) days following the end of each calendar quarter. These reports shall be submitted in the format specified by CEPF.
 - (a) Copies of procurement records shall be maintained for all purchases of goods and services in accordance with Attachment 2 and provided to CI or any of the funding sources upon request.
 - (2) **Final Financial Report.** The Grantee shall file a final financial report ('Final Financial Report') within sixty (60) days following the expiration of this Grant. This report shall be submitted in the format specified by CEPF.
 - c. **Annual Project Audit, [IF REQUIRED IN ACCORDANCE WITH RISK ASSESSMENT OR PER DONOR REQUIREMENT; DELETE IF NOT APPLICABLE]**
 - (1) Grantee shall engage independent auditors approved by CI to audit on an annual basis expenses incurred and activities carried out in the performance of this Grant. These audits shall be conducted at the place or places where the accounts of Grantee are normally kept and in accordance with the Project Audit Scope set out in Attachment 3 hereto. All books, accounts, financial records, reports, files and all other papers, things or property belonging to or in use by Grantee, and necessary to facilitate the audit, shall be made available to the person or persons conducting the audit; and full facilities for verifying transactions with any assets held by depositories, fiscal agents, and custodians shall be afforded to such person or persons. All such books, accounts, records, reports, files, paper, and property of Grantee shall remain in the possession and custody of Grantee.
 - (2) Should the audit disclose any instances of noncompliance or indication of fraud, abuse or illegal acts, such information shall be included in an audit report ('Audit Report') along with appropriate recommendations and

a corrective action plan. The Audit Report for each such independent audit shall be provided to CI. Grantee hereby binds itself to respond to all questions raised by the auditors in the course of the above-described audit in a timely and satisfactory manner and to reimburse CI for all disallowed expenditures.

(3) Grantee is responsible for ensuring the compliance of its sub-grantees and sub-contractors with the audit provisions of this Grant.

d. **Other Financial Deliverables. [ADD HERE FROM RISK ASSESSMENT OR DELETE IF NOT APPLICABLE]**

(1) (IF DETAILED TRANSACTION REPORTS ARE REQUIRED) Grantee shall provide a quarterly detailed printout of project expenses that tie to the submitted Financial Progress Reports within thirty (30) days following the close of each calendar quarter during the course of this Grant Agreement.

(2) (IF ORGANIZATIONAL AUDIT & MANAGEMENT LETTER ARE REQUIRED) Grantee shall submit to CI/Washington copies of its audited annual financial statements and management letter, within one hundred twenty (120) days following the close of grantee's fiscal year.

7. **USE OF FUNDS AND RESOURCES**

- a. All funds (including any interest thereon), equipment, property and/or any other thing of value provided under this Grant shall be used only for approved purposes, and for expenses authorized in Attachment 1, Project Proposal and Project Budget. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
- b. The Grantee is responsible for the implementation and monitoring of any required safeguard instrument or other required measures to address Safeguard Policies, as described at <http://go.worldbank.org/WTA1ODE7T0>. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
- c. Grantee may allocate up to 15% of the total Grant between direct cost line items, not to exceed the approved total. Grantee shall request and receive written approval from CI prior to making any changes to the indirect costs line item, other changes to the budget or to the objectives, target areas, methodology, or timeline of the Project. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
- d. Any funds (including any interest thereon) remaining with Grantee at the termination or expiration of the Grant term shall be returned to CI and Grantee shall reimburse CI for any disallowed expenditures. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
- e. All funds provided under this Grant in U.S. Dollars that are exchanged to local currency must be exchanged at the best available rate through the channels authorized by applicable laws and regulations. Transactions must be verified through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
- f. Grant funds (including any interest thereon) shall not be expended to carry on propaganda or otherwise attempt to influence legislation or any public election.

Funds may only be used to engage in activities that are for charitable, scientific, literary or educational purposes. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.

- g. Grant funds shall not be expended for land acquisition, and no expenditures shall be made for activities resulting in the physical relocation of people. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
- h. Grant 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. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
- i. Grant funds (including any interest thereon) 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. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
- j. Grantee 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. law (including the U.S. Foreign Corrupt Practices Act) or other applicable law or regulation in the jurisdiction of Grantee's incorporation or the jurisdiction of any country where Project activities are carried out; (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 Grant. It is Grantee's responsibility to ensure compliance with this clause, and to maintain, and provide at CI's request, documentation demonstrating such compliance. Grantee hereby certifies that no payments or other form of assistance shall be accepted by or made to any government employee or official, including Grantee, (a) to influence any official government act or decision, (b) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or (c) to obtain or retain business for, or direct business to any individual or entity. If Grantee is a government official or employee, Grantee shall recuse himself or 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 made, promised, or offered to any U.S. Federal, State or local employee or official. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
- k. Grantee 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 the Grantee or CI, 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 the Grantee or CI of the benefits of free and open competition fraudulent practices in competing for the contract in question ("Fraudulent Practices"). Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

- I. Grantee 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 Grantee is eligible to apply for refunds on taxes paid, Grantee shall do so. All such reimbursements received by Grantee for taxes paid under this Grant shall be used for Project purposes. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.

8. PROJECT MONITORING

- a. Record Keeping. Grantee shall segregate funds received and expenses incurred under this Grant from other sources of funding, including other CI grants. Grantee shall keep all pertinent records, both financial and technical, relating to this Grant for a period of three years following the termination or expiration of this Grant. CI, its representatives, and assignees, reserve the right to inspect, review or audit any and all records relating to this Grant.
- b. Desk Reviews and Site Visits. CI regards monitoring of project activities as essential to effective grant making. CI, its representatives and assignees, and representatives from each of the Funding Sources, may conduct desk reviews and/or site visits to review project progress and results. To the extent possible, CI shall advise Grantee of any site visit in reasonable advance.
- c. AUDIT. CI reserves the right to require a project or organizational audit of expenses incurred under this Grant. Grantee agrees to reimburse CI, at Grantee's sole expense, the amount of any expenditure disallowed by auditors, through an audit exception or other appropriate means, based upon a finding that such expenditures failed to comply with a provision of this Grant. **[DELETE IF AUDIT IS REQUIRED UNDER SECTION 6 C]**
- d. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

9. Fraud and Corruption.

- a. For the purposes of this paragraph, the terms set forth below are defined as follows:
 - (1) A "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (2) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (3) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

- (4) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (5) An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a World Bank or other Funding Source investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the World Bank’s or other Funding Source’s rights of audit or access to information described in Section 10.

The above practices, as so defined, are referred to collectively as “fraud and corruption”.

- b. Grantee shall comply with paragraph 10 of the Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, a copy of which is attached hereto as Attachment 3 and incorporated by reference.
- c. If CI determines that Grantee has engaged in corrupt, fraudulent, collusive, or obstructive practices in competing for or in executing this Agreement, then CI may suspend payments and terminate this Agreement for cause in accordance with Section 16.
- d. Further, if CI determines that Grantee has engaged in corrupt, fraudulent, collusive, or obstructive practices in competing for or in executing this Agreement, the Grantee shall reimburse CI for the amount of the Grant with respect to which fraud and corruption has occurred.
- e. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement and shall incorporate Attachment 3 into all such sub-contracts and sub-awards.

10. PROCUREMENT OF GOODS AND SERVICES

- a. Grantee shall comply with the **CEPF Procurement Policies and Procedures**, attached as Attachment 2 (the “**Procurement Guidelines**”). Procurement records shall be made available to CI, its representatives and assignees, upon request. Grantee is authorized to purchase goods and services with a total cost equal to or in excess of US\$5000 only with the specific, prior, written approval of CI. This approval shall be deemed to be given if the goods or services are clearly identified in Attachment 1. For all purchases of goods and services in excess of US\$5000 not set forth in Attachment 1 Grantee must submit a written request to the CEPF Director, describing the proposed item, its cost, and the programmatic justification for such purchase. No purchases with total cost in excess of US\$5000 are authorized without written approval from the CEPF Director.
- b. Title to any equipment and other property purchased with Grant funds (including any interest thereon) shall be in the name of Grantee until CI provides permanent disposition instructions at the expiration or other termination of this Grant. Grantee agrees to provide adequate insurance for motorized vehicles and for all equipment with a unit cost equal to or greater than five thousand U.S. Dollars (US\$5,000) purchased with Grant funds. Grantee shall notify CI prior to purchasing any such vehicles or equipment if adequate insurance cannot be

procured. In addition, Grantee agrees to properly maintain all equipment and other property purchased with Grant funds.

- c. Unless otherwise agreed in writing by CI, goods and services shall be dedicated solely to achieve the objectives contemplated by the parties hereunder.
- d. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

12. USE OF GRANT FUNDS AND OTHER VALUABLES BY THIRD PARTY GRANT FUNDS RECIPIENTS; SUB-AWARDS AND SUB-CONTRACTS.

- a. The Grantee is responsible for ensuring that the Project is administered in accordance with the Funding Terms and Conditions and that no Grant funds, interest, equipment, property and/or any other thing of value are disbursed or transferred to any organization or entity ('Third Party Grant Funds Recipients'), whether or not formed by the Grantee, other than as specifically set forth in this Grant or unless specific, prior, written approval has been provided to Grantee by CI.
- b. The Grantee shall enter into legally binding, written agreements ('sub-awards' or 'sub-contracts') with Third Party Grant Funds Recipients, reflecting all Funding Terms and Conditions that Grantee is obliged to include in sub-contracts and sub-awards, including, but not limited to Sections 7, 8, 9, 10, 11 and 14.
- c. Records related to sub-contracts and sub-awards shall be made available to CI, its representatives and assignees, and representatives from each of the Funding Sources upon request.

13. OWNERSHIP OF INTELLECTUAL PROPERTY.

- a. The Parties agree that any non-proprietary information developed under this Grant will be made publicly available by each of the Funding Sources.
- b. Any information gathered by Grantee, and creative work developed by Grantee under this Grant, including without limitation any data, datasets, research, knowledge and all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the 'Work'), shall remain the intellectual property of Grantee, provided however that Grantee hereby irrevocably grants to CI, and each of the Funding Sources and all members of the World Bank Group, if applicable, a perpetual, royalty free, non-exclusive right to copy, distribute, publish, use, and prepare derivative works from the Work for any purpose, in any media, and in any territory for non-commercial use.

14. COMPLIANCE.

- a. Grantee represents and warrants compliance today and throughout the Grant Term, with all U.S. economic sanctions, anti-terrorism laws, and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Asset Control, Executive Order 13224 as if such aforementioned laws and regulations directly reached the activities of the Grantee.
- b. Grantee represents and warrants compliance today and throughout the Grant Term with any laws that apply in the jurisdiction in which Grantee is operating or carrying out Project related activities, including, but not limited to, anti-bribery laws, employment laws and tax laws.

- c. Grantee represents and warrants that it is legally registered, authorized to do business and/or has procured any necessary permits or licenses required to carry out Project related activities in the jurisdiction of Project implementation and to grant CI the rights described in Section 13.
- d. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.

15. ACKNOWLEDGEMENTS/PUBLICATIONS AND LOGO.

- a. Publications. Grantee agrees to provide CI with at least 5 copies of any article, report, media interview or other publication or broadcast relating to activities covered under this Grant. An electronic copy shall be provided, where available, and can be substituted for the 5 hard copies.
- b. Acknowledgements and Logos. Grantee agrees to acknowledge CEPF as detailed in the full Credit and Logo Policy incorporated herein as Attachment 3, 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.

16. TERMINATION AND SUSPENSION.

- a. Termination for Cause. In the event of CI's determination of (i) Grantee's failure to comply with any Funding Terms and Conditions, or (ii) Grantee's involvement in illegal acts including, without limitation, fraud and corruption as defined in Section 9, abuse, embezzlement and/or theft, CI may terminate the Grant, in whole or in part, by giving written notice to Grantee. Such notice shall become effective upon receipt.
- b. Termination for Convenience. Either party may terminate this Grant for convenience, by providing written notice to the other party. Such notice shall become effective thirty (30) days after its receipt.
- c. Upon the effective date of termination, Grantee shall stop work, immediately terminate any sub-grants or other obligations that it may have entered into involving Grant funds provided under this Grant, and shall settle all outstanding liabilities and all claims resulting from such termination.
- d. Expenses after Termination for Convenience. Following termination for convenience, Grant funds may be used only for payment of non-cancelable obligations for expenditures identified in Attachment 1 or for which CI's written approval has been obtained by Grantee prior to incurrence. In such event, Grantee shall submit written proof to CI that such obligations could not be canceled. All other expenditures incurred subsequent to the effective date of termination are unallowable.
- e. Expenses after Termination for Cause. Following termination for cause, Grant funds may be used only for payment of expenditures for which CI's written approval has been obtained by Grantee prior to incurrence. All other expenditures incurred subsequent to the effective date of termination and all expenditures with respect to which fraud and corruption has occurred are unallowable.
- f. Within thirty (30) days of any termination under this Section, the Grantee shall (i) return to CI the Final Project Report and the Final Financial Report, as defined in Section 6 of this Agreement, as well as any unexpended Grant funds that are not obligated by a legally binding transaction, and (ii) reimburse CI for any disallowed expenditures. CI may take all actions necessary to recover such Grant funds and disallowed expenditures, at Grantee's expense.

- g. Suspension. In the event of CI's determination of (i) Grantee's failure to comply with any Funding Terms and Conditions, or (ii) Grantee's involvement in illegal acts including, without limitation, fraud and corruption as defined in Section 9, abuse, embezzlement and/or theft, CI may suspend payments to the Grantee in whole or in part.
17. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended, supplemented, or modified in any respect except by written agreement of each of CI and the Grantee, duly signed by their respective authorized representatives.
18. INDEMNIFICATION. To the extent permitted by law, Grantee agrees to indemnify CI and its officers and directors, including the cost of defense, for any claim made against them arising out of Grantee's performance under this Grant.
19. NO LIABILITY. CI shall not be liable for losses, damages, claims, or other liabilities arising out of Grantee's activities. It is expressly understood that CI, by making this Grant, has no obligation to provide other or additional support to Grantee for the purposes of this project or any other purposes.
20. RELATIONSHIP OF THE PARTIES. Nothing in this Grant shall be construed to create a relationship between the parties of agency, partnership, or joint ventures, or to render either party liable for any debts or obligations incurred by the other. Neither party is authorized to make representations on behalf of the other, or to bind the other in any manner whatsoever.
21. GOVERNING LAW. This Grant shall be governed by and interpreted in accordance with the laws of the District of Columbia, United States of America
22. COUNTERPARTS AND FACSIMILE SIGNATURES.
- a. It is the intention of each of the parties 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 Grant shall be binding between the Parties whether or not hard copies of this Grant are ever exchanged between them.
- b. This document 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
23. 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 Grant, but this Grant 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.
24. NO THIRD-PARTY BENEFICIARIES. Except as expressly set forth herein, neither party intends that this Grant shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Grantee and CI.
25. NON-ASSIGNMENT. This Grant shall not be transferred or assigned by Grantee without CI's prior written consent.
26. COMPLAINT MECHANISM. CI, as administrator of CEPF, provides written feedback to all Grantees during the Grant Term on the Project's implementation progress as part of its focus on building civil society capacity. Grantees are encouraged to contact the relevant Regional Implementation Team or CEPF Grant Director if they have additional questions about CEPF decisions made about this Grant. If the Grantee is not satisfied

with the response, a grievance may be submitted to the CEPF Executive Director at cepfexecutive@conservation.org or by mail to the address in Section 31.

- 27. ARBITRATION. It is the Grantor's policy to make every reasonable effort to resolve all issues or disputes that may arise under this Grant fairly by negotiation, if practicable. Any dispute arising out of or relating to this Grant, which is not settled by agreement of the parties, shall be settled by binding arbitration, in accordance with the UNCITRAL Arbitration Rules in force at the time of commencement of the arbitration, before a sole arbitrator. The arbitration shall take place in Washington, DC, and the results thereof shall be final, non-appealable and binding on each party, and enforceable in any court of competent jurisdiction.
- 28. WAIVER. Either party may specifically waive any breach of this Grant by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One party's consent or approval of any act by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act by the other party.
- 29. ENTIRE AGREEMENT. This Grant, including Attachments 1, 2, 3, 4, (and 5) constitutes the entire understanding between the parties with respect to its subject matter hereunder, is intended as a complete and exclusive statement of the terms of their agreement, and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereunder.
- 30. ORDER OF PRECEDENCE. Any inconsistency between this Grant and any Attachments hereto shall be resolved in the following order: a) Grant Agreement; b) Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, c) CEPF Procurement Policies and Procedures; d) Project and Budget; e) CEPF Credit and Logo Usage Policy; and f) any other Attachments.
- 31. NOTICES. Notice under this Grant shall be deemed to have been sufficiently given either when served personally, sent by U.S. First-Class Registered or Certified Mail or by expedited delivery service with return receipt requested, addressed to the parties at the addresses set forth below.

If to Conservation International Foundation
 Attn:
 Address:
 Phone:
 Fax:

If to Grantee:
 Attn:
 Address:
 Fax:
 Phone:

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Grant as of the date indicated below:

Conservation International Foundation

[GRANTEE]

By: _____
 Title: _____

By: _____

Title: _____

[SVPs/+ or those designees holding a formal Power of Attorney issued by the COO.]

Date: _____

Month Day Year

Date: _____
Month Day Year

Attachment 1: Project Proposal and Budget

Attachment 2: CEPF Procurement Policies and Procedures

Attachment 3: Guidelines On Preventing and Combating Fraud and Corruption in Projects
Financed by IBRD Loans and IDA Credits and Grants

Attachment 4: Critical Ecosystem Partnership Fund Credit and Logo Usage Policy

[if applicable:] Attachment 5: Project Audit Scope

ATTACHMENT 1
PROJECT PROPOSAL AND PROJECT BUDGET

ATTACHMENT 2

CEPF PROCUREMENT POLICIES AND PROCEDURES

Prior to undertaking any purchases of goods or services with CEPF funds, Recipient 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 criteria such as efficiency, quality, reliability, reputation, cost, delivery and payment terms. **No employee, officer, or agent of Recipient may participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved.** Such a conflict exists when an employee, any member of his immediate family, his or her partner, or an organization which employs or is about to employ any of the aforementioned parties, has a financial or other interest in the firm selected for the award. Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from providers of goods/services or parties to sub-agreements.
- B. Recipient is responsible for ensuring that all equipment is received in good condition. Recipient 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, including contractual provisions that allow for contractual or legal remedies, in the event of a breach of contract terms.
- D. 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.

II. PROCUREMENT PROCEDURES

- A. Purchases of goods and services with a total cost of less than US\$5,000 may be made 'off the shelf.' No specific number of bids is required.

Procurement records must reflect at a minimum:

- Purchase/consulting/services agreements (and title documents, as applicable); and
- delivery receipts.

Such procurement records must be made available upon request by any of the funding sources.

- B. Purchases of goods with a total cost equaling, or in excess of, US\$5,000 but less than US\$50,000 must be based on written quotations received from at least three potential suppliers. Quotations must respond to all requirements in the request for bids and include the description and quantity of the goods, as well as the delivery time and place.
 - i. Recipients are advised to initially request more than three quotations.
 - ii. The request for bids shall provide for a clear and accurate description of the technical requirements for the goods to be procured, including a description of the functions to be performed or performance required (e.g., acceptable characteristics, minimum acceptable standards).
 - iii. If there are at least three sources for the goods, at competitive prices, in Recipient's country, Recipient may purchase locally without requesting quotations from foreign entities.
 - iv. If this is not the case, then Recipient must request quotations from suppliers in at least two different countries, including the country where Recipient's main office is located. Quotations for foreign goods offered by a firm located in Recipient'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.

- v. Procurement records must reflect at a minimum:
 - the product specifications;
 - the list of firms invited to bid;
 - all quotations received;
 - the rationale for the selection of the firm by means of bid comparison on the basis of criteria such as fitness for purpose, efficiency, reliability, quality, delivery time, price, and maintenance;
 - purchase agreements (and title documents, as applicable); and
 - delivery receipts
 - CEPF approvals, where applicable.

Such procurement records must be made available upon request by any of the funding sources.

- vi. Prior approval: Recipient must obtain written approval from CEPF prior to purchasing a vehicle. Recipient will request approval after bids have been requested and reviewed. Recipient's rationale for selection shall be submitted in the format specified by CEPF.

- 2. Failure to obtain written approval prior to the purchase of a vehicle will result in a declaration of disallowance.

- C. Purchases of Services equaling, or in excess of, US\$5,000 but less than US\$50,000 must be based on written statements of interest and CVs received from at least three potential firms or individuals. Statements of interest must respond to all requirements in the terms of reference.

- i. Terms of reference shall be well defined, specifying in detail the necessary subject area qualifications and expected outputs. They shall further include requirements, which the firm or individual must meet and other factors used to evaluate the Statement of Interest.
- ii. All purchases of services must be memorialized in writing, with fixed outputs and specific payment terms.
- iii. Fees may be paid on an 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 the procurement records.
- iv. Procurement records must reflect at a minimum:
 - the list of individuals or firms invited to bid
 - the statements of interest and CVs;
 - salary/fee history;
 - rationale for selection of the firms/individual by means of bid comparison on the basis of criteria such as qualifications, reputation, efficiency, reliability, time of completion, and fees; and
 - consulting/services agreements.
 - CEPF approvals, where applicable.

Such procurement records must be made available upon request by any of the funding sources.

- D. Purchases of goods and services with a total cost equaling, or 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 equaling, or in excess of, US\$50,000 are authorized, CI shall provide Recipient with detailed instructions on bidding requirements that Recipient shall comply with.
 - iii. Procurement records must be made available upon request by any of the funding sources.
- E. Purchases of goods and services on the basis of sole source selection: All purchases of goods and services equaling, or in excess of, US\$5,000 must be approved in writing by CEPF prior to the purchase. Recipient shall submit a justification to CEPF for the sole source selection in the format specified by CEPF.
 - i. Failure to obtain written approval prior to purchasing a good or service on the basis of sole source selection will result in a declaration of disallowance.
- F. In extremely urgent cases, quotations for civil works may be requested in the form of unit rate prices (if needed quantities are available with a reasonable degree of reliability), "cost plus fee" arrangements (when quantities cannot be reasonably determined in advance), or in the form of a lump sum based on cost estimates developed by the Recipient, or, if not possible, by the contractors.

ATTACHMENT 3

**GUIDELINES On Preventing and Combating Fraud and Corruption in Projects Financed by
IBRD Loans and IDA Credits and Grants Dated October 15, 2006 and Revised in January,
2011**

ATTACHMENT 4

Critical Ecosystem Partnership Fund **Credit and Logo Usage Policy**

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

All Web sites created with CEPF support or publicizing lists of Grantee's donors (including CEPF funding sources) or materials arising from a CEPF grant shall also include a link to the CEPF Web site, www.cepf.net.

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 l'Agence Française de Développement, Conservation International, the European Union, 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:

- French: "Le Fonds de partenariat pour les écosystèmes critiques est une initiative conjointe de l'Agence française de Développement, Conservation International, **Union européenne**, 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 Agência Francesa de Desenvolvimento, da Conservação Internacional, União Europeia, 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".
- Spanish: "El Fondo de Alianzas para los Ecosistemas Críticos es una iniciativa conjunta de La Agencia Francesa de Desarrollo, la Conservación Internacional, la Unión Europea, 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 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 or broadcasts shall be provided to CEPF. In the case of professionally printed publications for distribution, at least 5 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; electronic copies also can be substituted for the requested 5 hard copies.

ATTACHMENT 5

Terms of Reference: Project Audit

Objective

The objective of the audit of the audit is to enable the auditor to express an opinion on the financial position of the project based on funds received and expenditures reported.

The audit shall be conducted annually ("Audit Period").

Scope

The audit will be conducted in accordance with International Standards on Auditing as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants, with special reference to ISA 800 (Auditor's Report on Special Purpose Audit Engagements) and will include such tests and controls as the auditor considers necessary. The auditor must bear in mind, that for the establishment of the audit opinion, s/he has to carry out a compliance audit and not a normal statutory audit.

The preparation of the financial reports is the responsibility of the Grantee. The financial information has to be established in accordance with consistently applied Accounting Standards and the underlying grant agreement.

The auditor's opinion, established in the audit opinion report, will explicitly state whether:

- a) The payments out of the project funds have been made in accordance with the conditions of the agreement. Where ineligible expenditures are identified, these should be noted separately.
- b) The funds have been maintained in accordance with the provisions of the agreement. This also comprises interest earned from balances.
- c) Expenditures are supported by relevant and reliable evidence. All supporting documents and records with respect to the statements of expenditures submitted as the basis for cash requests have been made available.
- d) The audited financial reports can be relied upon to support the related cash requests. Clear linkage should exist between the financial reports, the cash requests presented to CI and the accounting records.
- e) Goods and services financed have been procured in accordance with the agreement and the {funding source/donor's rules and regulations}..

Reports

The **audit report(s)** should be received by CI no later than three months after the end of the period covered. The audit report(s) will include all aspects specified in the preceding paragraph ("Scope"). In this/these report(s) the auditor shall also provide a schedule showing receipts and disbursements during the Audit Period and the balance of the separate account(s) and all sub-accounts (if any) at the beginning and the end of the Audit Period. In addition, the auditor shall appraise and quantify the consequences of specific deficiencies, if any.

The auditor will in addition prepare a "management letter," in which the auditor will:

- a) give comments and observations on the accounting records, systems and controls examined during the course of the audit (as far as necessary for the understanding of the financial reports);
- b) identify specific deficiencies and areas of weakness in systems and controls of the Grantee that have come to the auditor's attention, especially with regard to procurement and payments, and make recommendations for their improvement;
- c) report on actions taken by the management of the Grantee to make improvements with respect to deficiencies and areas of weakness reported in the past;
- d) bring to the Grantee's attention any other matter that the auditor considers pertinent.