

Call for Proposals

Graphic Design of the Critical Ecosystem Partnership Fund's Impact-Annual Report

Opening Date: 20 January 2023

Closing Date: 10 February 2023

Questions Due Date: 3 February 2023

Submission: Proposals should be sent to **cepf@cepf.net** by **5 p.m. (EST)** on the closing date.

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Section 1. Instructions and General Guidance

1.1 Introduction

Conservation International, the Contracting Entity, is soliciting offers from consultants to submit proposals to carry out graphic design of the CEPF Annual/Impact Report.

OBJECTIVES:

In the past, CEPF has produced annually both an [impact report](#) featuring results data from inception of the fund and an [annual report](#) focused on data and events from the most recent fiscal year. Last year, we combined the reports into [one publication](#), and we plan to produce a similar impact/annual report this year.

Objectives of the report include:

- Sharing the impact CEPF grantees have made on biodiversity conservation and other “pillars” of the CEPF program from the start of CEPF grantmaking in 2001 through the end of the last fiscal year (June 30, 2022).
- Making a compelling case for the effectiveness of CEPF grantees/civil society organizations in biodiversity conservation and the importance of their work.
- Making the results of CEPF’s grants clear, both by sharing impact data from inception of the fund and from an annual perspective to reinforce positive relationships with our donors, attract new donors and recognize the good work of our grantees, which may help them gain future donors and further their progress on biodiversity conservation.

1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, cepf@cepf.net.

Offers must be received no later than **5 p.m. EST February 10**. 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

- Conservation International's Code of Ethics (see page 15). **[This document must be signed by the Offerors or (Offerors representative) and submitted with the Offeror's proposal.]**
- Statement of Integrity, Eligibility and Environmental and Social Responsibility (see page 17). **[This document must be signed by the Offerors or (Offerors representative) and submitted with the Offeror's proposal.]**

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

A. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Approach and Work Plan.

The technical proposal should describe 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.

- Part 2: Capabilities, experience, past performance, and 3 client references. Please include a CV, design examples and/or a link to a portfolio that includes similar projects or assignments, and at least three client references.

B. Cost Proposal

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 Conservation International. 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 Conservation International 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. Conservation International 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.

Offeror Proposed Detailed Budget [This document to be filled by the Offerors or (Offerors representative) and must be submitted along with Technical Proposal to Conservation International].

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.

Call for proposals published: 20 January 2023
Deadline for written questions: 3 February 2023
Proposal due date: 10 February 2023

The dates above may be modified at the sole discretion of Conservation International. Any changes will be published/advertised in an amendment to this call for proposals.

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 call for proposals, meets the technical capability requirements, and is determined to represent the most advantageous to Conservation International.

Criteria/maximum points	Applicant score
Quality of design portfolio – 35 pts	
Compatibility with CEPF brand/style – 15 pts	

Experience in design of similar reports – 30 pts	
Appropriateness of cost estimate – 20 pts	

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

2.1. Scope of Work

The “Services” shall consist of, and the successful offeror shall provide, all graphic design services necessary to produce a high-quality report. Pursuant to this call for proposals, the services must meet the following minimum criteria:

- Development of 3 initial conceptual design layouts.
- Refinement of design concept based on CEPF feedback.
- Design of 100-page report (including cover), including text formatting, creating tables, charts and infographics, and incorporation of photography (to be chosen from CEPF’s photo collection).
- Work with CEPF Communications to gather printer estimates.
- Implement all edits provided by CEPF including those from donors.
- Prepare final file and send to printer.
- Work with the printer to ensure printing is completed to specification (including checking colors, making sure photos are clear, ensuring text appears as formatted in design files, etc. – includes proof check).
- Provide to CEPF both low- and high-resolution PDFs of the final version of the report (low-res version for use on website) and inDesign files for the report.

2.2. Deliverables & Deliverables Schedule

#	Activity	Due Date*	Deliverable
1	- 3 initial conceptual design layouts - Refine design selected by CEPF and make edits based on feedback	15 March for initial designs	Design concept approved by CEPF communications director.
2	- Design and production of an estimated 120-page (including cover) report, including text formatting, creating tables, charts and infographics, and incorporation of photography	April 24 <i>*Assumes all content has been handed off to designer no later than March 24. Adjustment to schedule may be needed/approved by CEPF</i>	All content placed in report layout/design, and all edits from CEPF received to date are implemented to produce a draft to be shared with donors.

	(to be chosen primarily from CEPF's photo collection)	<i>if CEPF does not meet that deadline.</i>	
3	- Implement all edits provided by CEPF including those from donors - Prepare final file and send to printer - Work with the printer to ensure printing is completed to specification (including checking colors, making sure photos are clear, ensuring text appears as formatted in design files, etc. – includes proof check)	May 24 <i>*Assumes all content was handed off to designer no later than March 11. Adjustment to schedule may be needed/approved by CEPF if CEPF does not meet that deadline.</i>	All edits requested by CEPF are implemented. All necessary files are supplied to the printer. Proof from the printer is checked for quality control.
4	Provide to CEPF Communications both low- and high-resolution PDFs of the final version of the report (low-res version for use on website) and inDesign files for the report.	May 31	All files provided to CEPF.

**Due dates and other details of deliverables to be finalized in consultation with selected designer.*

Deliverable acceptance criteria

- Design concept approved by CEPF executive director and communications director.
- All report content integrated into the designed document.
- All CEPF-requested edits/changes implemented for report.
- Report completed and printed and associated final files provided by anticipated delivery date or by mutually agreed alternative deadline.

Section 3. Procurement and Contract Standards.

3.1 Conservation International's Service Agreement Template

SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND
[ENTER SERVICE PROVIDER NAME]

Project Title:

This Services Agreement (the 'Agreement') is made and entered into as of **[insert date]** (the 'Effective Date') by and between **[NAME OF THE ORGANIZATION]** (Project Owner) and **[NAME]**, a ('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. Project Owner 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:

#	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 **[ORGANIZATION'S 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, Project Owner 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 Project Owner's acceptance of deliverable No. 1,
- (2) \$_____ upon completion and Project Owner's acceptance deliverable No. 2,
- (3) \$_____ upon completion and Project Owner's acceptance of final deliverable.

Service Provider shall provide invoices to Project Owner containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over **\$40.00**. All amounts will be paid within thirty (30) days after receipt 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.
- b. Acceptance. In the event that a Deliverable meets Project Owner acceptance criteria, Project Owner shall notify the Service Provider via email that such Deliverable has **been** accepted. In the event that a Deliverable does not meet Project Owner's acceptance criteria, Project Owner 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 Project Owner's instructions and deliver the revised Deliverable to Project Owner for review within **[INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS]** business days following receipt by Service Provider of the revision request. Project Owner 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 Project Owner unless authorized in writing by Project Owner.
- c. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in APPENDIX 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

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 Project Owner all deliverables (incl. all embodiments thereof) completed or partially completed up to the effective date of termination to Project Owner in a format and medium specified by Project Owner, and Project Owner 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 Project Owner 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 Project Owner. If Project Owner 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 Project Owner's satisfaction, Project Owner may withhold payment for any such unsatisfactory Services until such Services are performed to Project Owner's satisfaction.
6. Indemnification. Service Provider agrees to indemnify and hold harmless Project Owner, 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 Project Owner and Service Provider. **[CHOOSE (A) OR (B) DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
 - a. **[IF A COMPANY]** Service Provider is not an employee, agent or assign of Project Owner 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. Project Owner 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. **[IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of Project Owner and not as an employee, agent or assign of Project Owner for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, Project Owner shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall Project Owner provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income and all other applicable taxes.**
 - c. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of Project Owner and not as an officer, employee, partner or agent of Project Owner. 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 Project Owner or to bind Project Owner 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 Project Owner'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 Project Owner and shall not influence any governmental act or decision affecting Project Owner. 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

OWNERSHIP – NO LICENSE TO SERVICE PROVIDER All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, "Works"), shall belong solely and exclusively to CI. All Works shall be deemed "works made for hire" within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a "work made for hire," or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI's request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

CI 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

11. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply

with any applicable security regulations provided by Project Owner, 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.
 - a. **[DELETE IF NOT NEEDED]** Travel expenses **[from/to]** for in person meetings, not to exceed **[amount]**. Any travel under this Agreement must be authorized by Project Owner in writing prior to commencement. Expenses for unauthorized travel are not reimbursable. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Period of Performance.
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 Project Owner.
19. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of Project Owner.
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. Project Owner 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: [Name of Service Provider]

Attn: [Name of Responsible Person]

Address: [Service Provider Address]

Email: [Service Provider email]

Phone: [Service Provider Phone Number]

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 Project Owner 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 Project Owner and the Funding Sources and within the time period determined by Project Owner and/or the Funding Sources, and notify Project Owner 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 Project Owner, the Funding Sources, or any party designated by Project Owner 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 Project Owner or the Funding Sources, if so requested by Project Owner 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.

[SERVICE PROVIDER NAME]

[ORGANIZATION NAME]

Name of Responsible Person:

Job Title:

Name of Executive Director:

Date: _____
Month Day Year

Job Title:

Date: _____
Month Day Year

3.2 Code of Ethics

1. 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.

2. 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.

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

FOR GRANTEE:

By: _____

Title: _____

Date: _____

3.3 Statement of Integrity, Eligibility and Environmental and Social Responsibility

1. We recognize 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: _____

Attachment 1: Creative Brief

PROJECT
CEPF Combined Impact/Annual Report (expected length: 120 pages including cover)
PURPOSE
Share the impact CEPF grantees have made on biodiversity conservation and other “pillars” of the CEPF program from the start of CEPF grantmaking in 2001 through the end of the last fiscal year (June 30, 2022).
OPPORTUNITY <i>ultimate impact?</i>
By making the results of CEPF’s grants clear, both from an annual perspective and by sharing impact data from inception of the fund, we can reinforce positive relationships with our donors, attract new donors and recognize the good work of our grantees, which may help them gain future donors and further their progress on biodiversity conservation.
WHAT DOES THE PROJECT WORK TO ACHIEVE?

Making a compelling case for the effectiveness of CEPF grantees/civil society organizations in biodiversity conservation and the importance of their work.

CREATIVE / DESIGN ELEMENTS

WHAT ARE THE FUNDAMENTAL CREATIVE / DESIGN COMPONENTS OF THE PROJECT? I.E. STYLEGUIDES, LOOK AND FEEL, SPECIFIC PRINTED PIECES

Needs to follow the CEPF brand guide

Needs to relay the global reach of CEPF (the biodiversity hotspots around the globe where we work—and therefore the diversity of species and landscapes we work on, and communities we work with)

Should visually communicate a sense of partnership, and CEPF as a key connector between big donors and conservation implementers in the biodiversity hotspots, especially grassroots groups.

The [website](#) and last year's [impact/annual report](#) are good references for look and feel.

Emphasis on use of strong photography primarily from CEPF collection. Should include a balance among species, landscape and people images.

The look should be modern and professional, but not cold.

TARGET AUDIENCE

PROJECT TARGET | *who are we trying to reach?*

Donors, potential donors, government partners (national and regional authorities), and grantees/potential grantees. So it's a pretty broad range—from the Minister of the Environment for France to a grantee working in a village in Vanuatu.

BRAND TARGET | *who does the brand speak to?*

Same.

DESIRED REACTION | *what actions do you wish your market to take?*

- Donors: we'd like them to recognize the importance of biodiversity conservation and the effectiveness of CEPF to the extent that they are proud of their association and recommend it to other donors.

- Potential donors: we'd like them to recognize the importance of biodiversity conservation and the effectiveness of CEPF and become part of the donor partnership.
- Governmental partners: We'd like them to readily understand what CEPF does and how working with CEPF grantees may benefit them and advance their objectives and obligations.
- Grantees: we'd like them to see CEPF as a benevolent and useful partner, gain a better understanding of how CEPF works, its results, and their role.

ATTITUDE

PROJECT TONE | *what traits are we trying convey?*

Collaborative, focused, strategic, effective.

BRAND PERSONALITY | *what characteristics define the brand?*

Collaborative, focused, powerful, hopeful, protective.

COMPETITIVE ANALYSIS

REFERENCES | *research, inspiration, and styles*

- https://downloads.ctfassets.net/tftu3vbfu92u/4cTLFoN9gApSpdA95ngMsW/5adfd111c7b9cb4261a7a1d977f94878/Rewild_Impact_Report_2021_1_.pdf
- https://cicloud.s3.amazonaws.com/docs/default-source/s3-library/publication-pdfs/fy21-annual-report-web.pdf?sfvrsn=22856bc0_3
- https://www.thegef.org/sites/default/files/documents/2022-12/SGP-AMR_21-22-V4.pdf

TAGLINE | *prepared copy, key words, or theme*

Tagline is: Protecting biodiversity by empowering people

Keywords: biodiversity conservation, biodiversity hotspots, civil society, nature-based solutions to climate change, capacity building.

IMAGE REQUIREMENTS

GRAPHICS

We will need an infographic to accompany our executive summary similar to the one found on page 8 of last year's [Report](#). We also need a map spread similar to the one on pages 13–14 in last year's Impact Report, and will have several pie and bar charts and tables similar to those found throughout last year's report.

PHOTOGRAPHY
We typically use a lot of strong photography, mostly from our grantees, our own staff or partners. We try to present a mix of species, landscapes and people images.
WEB
We will need a low-res PDF for use on the website.
SCHEDULE
PROJECTED TIMELINE
See the deliverables.
BUDGET
Estimated \$13,500-\$14,500