

**SERVICE AGREEMENT
BETWEEN
CONSERVATION INTERNATIONAL FOUNDATION
AND
SOSTENIBILIDAD DE BOSQUES PARA EL DESARROLLO Y CAMBIO CLIMATICO**

Service Agreement Number: 6008711

Project Title: Assessments to mobilize local action partnerships for sustainable coffee production landscapes

This Services Agreement (the 'Agreement') is made and entered into by and between Conservation International Foundation ('CI'), a nonprofit public benefit corporation organized under the laws of the State of California and **Sostenibilidad de bosques para el desarrollo y cambio climático EIRL, a corporation** ('Service Provider'). The Agreement comes into effect on the Agreement Start Date, (the 'Effective Date').

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

Step	Activities	Deliverables To be submitted through the platform:
#1 Preparation	a. Compose the team that will conduct the assessment in accordance with the LandScale requirements (See section 1.1 of the assessment guidelines) b. Develop a basic understanding of the human rights issues through a desk-based study⁴ c. Map key stakeholders and consult identified stakeholder groups and experts <i>This phase is linked to, and may be conducted in coordination with, Step 1 of the LandScale assessment guidelines (Preparation).</i>	● Assessment team composition (i.e., registration of all team members on the platform) and a brief description of how each member fulfills the required qualifications. Supporting documentation should be provided to demonstrate such qualifications (e.g., CVs, resumes, courses certifications, or other suitable evidence) ● Objectives of the assessment ● Stakeholder engagement plan ● Landscape goals (if the assessment team chooses to include them)
#2 Boundary selection	a. Analyze the information collected during the stakeholder consultation from the previous phase b. Determine the severity of human rights issues in the landscape and select the applicable indicators <i>This phase is linked to, and may be conducted in coordination with, Step 3 of the LandScale assessment guidelines (indicator selection)</i>	● Landscape overview ● Landscape boundary in .shp or .kml format ● Size of the landscape (in square km) ● A brief narrative rationale for the proposed landscape boundary ● Limitations of the selected boundary
#3 Indicator & Metric Selection	a. Understand the root causes of actual and potential adverse human rights impacts and identify the enabling conditions that need to be in place at landscape level to address these impacts b. Design performance metrics for the most relevant enabling conditions the most important of these enabling conditions and design performance metrics to measure the status of, or progress toward, achieving these enabling conditions to prevent, mitigate, and remediate human rights issues <i>This phase is linked to, and may be conducted in coordination with, Step 4 of the LandScale assessment guidelines</i>	● Identification of all core, landscape-dependent, and optional indicators to be included in the assessment ● Appropriate justification for any required indicators to be deferred, inclusive of core indicators and applicable or inconclusive landscape-dependent indicators; Documentation of the process used to determine and justify the applicability of landscape-dependent indicators, including any stakeholder consultation or desk-based research as indicated in the applicability ● Identification of human rights indicators according to the Human Rights Assessment Guidance and adequate documentation of this process ● Selection of all required metrics as well as all recommended metrics that the assessment team has chosen to include for each selected indicator ● If any alternate metrics are proposed in lieu of required metrics, a description of the alternate metric along with a justification of why the required metric is not feasible and/or why the alternate metric provides

Step	Activities	Deliverables To be submitted through the platform:
		a superior measure of the given indicator, including its fulfillment of the four criteria in Section 1.2 • Description of any user-defined metrics and documentation of their suitability; Specification of landscape targets and milestones, if completed • If any optional indicators or landscape-dependent indicators not demonstrated to be applicable were included in the assessment scope, a brief statement explaining the rationale for including these.
#4 Data Evaluation & Metric Assessment	a. Assess the selected performance metrics b. Report and validate results with key stakeholders, especially rights holders This phase is linked to, and may be conducted in coordination with, Step 4 (Metric Selection & Assessment) and Step 5 (Reporting Results) of the LandScale assessment guidelines.	• Documentation of the data suitability evaluation • Documentation of the local review process and forms of engagement with local reviewers, as per the guideline for Activity 2 of the preceding section on Local Review Scope and Process • Documentation of how the assessment team resolved each issue raised through the local review or the first LandScale review according to the respective resolution options detailed in the prior section • Final assessment results (and associated limitation statements and documentation) reflecting any of the above-mentioned changes • Landscape report appendix with the list of reviewers and the indicator(s) that they reviewed
#5 Reporting & Publishing Reports	a. Reporting Results of Landscape	• Landscape report with data visualizations of assessment results; Landscape report appendices • Successful final LandScale Validation of assessment results • LandScale report in English

During the Agreement Term (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from **Niels Haak, Director Sustainable Coffee Partnerships** or his/her designee, as authorized in writing.

2. Term. The Agreement Start Date is October 6, 2022 The Agreement End Date is January 31, 2023 unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
3. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:
 - a. Fixed Price Contract. A Fee for Services not to exceed \$17,480 which is based on payment against deliverables as described in Section 4 and outlined in the deliverables schedule attached as Appendix 1 This Fixed Price Contract excludes withholding tax and/or VAT which shall be payable by Service Provider.
 - i. The Fee for Services set forth above:

(A) is inclusive of all expenses.
 - b. All activities and expenditures must occur during the Term to be reimbursable.

4. Payment Terms.

- a. Payment shall be made on receipt and acceptance of the deliverables in accordance following schedule:
- (1) \$ 1,748 upon completion and CI's acceptance of deliverable No. 1,
 - (2) \$ 6,992 upon completion and CI's acceptance of deliverable No. 2 and No.3
 - (3) \$ 8,740 upon completion and CI's acceptance of deliverable No. 4 and No.5

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

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

5. Acceptance of Deliverables; Time is of the essence.

- a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the acceptance criteria defined in Appendix 1, which may be revised and supplemented from time to time during the Term to accommodate successful performance of the Services ("Acceptance Criteria").
- b. Acceptance. In the event that a Deliverable meets CI's Acceptance Criteria, CI shall notify the Service Provider that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's Acceptance Criteria, CI shall advise the Service Provider as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions and deliver the revised Deliverable to CI for review 15 business days following receipt by Service Provider of the revision request. CI may request that this process be repeated as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet Acceptance Criteria may not be charged to CI, unless authorized in writing by CI. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has not met CI's Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.
- c. Time is of the essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.

6. Termination.

- a. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (including all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider's failure to perform any of the Services to CI's satisfaction,

CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI's satisfaction.

- b. **Termination for Force majeure.** 'Force majeure' is an unavoidable event (e.g. natural disaster, outbreak of diseases and epidemics, serious un-rest, war or terrorism) which is unforeseeable by human judgement and experience, cannot be avoided or rendered harmless by reasonable economic means and under application of the utmost care, and which prevents one of the Parties' from fulfilling any of their obligations under this Agreement. If an event originates from the sphere of responsibility of one of the Parties', this shall not constitute an event of force majeure. Neither Party to this Agreement shall be held liable for a breach of its obligations under this Agreement if it is prevented from fulfilling such obligations by reason of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and sought out reasonable alternative measures with the objective of carrying out the terms and conditions of this Agreement as applicable.

A Party affected by an event of Force Majeure shall notify the other Party of this as soon as possible and no later than fifteen (15) days upon becoming aware of the implications of the occurrence of the event on the Project measure, providing evidence of the nature and cause of the event, which shall include information about the possibility of returning to normal conditions as soon as possible.

7. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Service Provider's employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.
8. Relationship of CI and Service Provider
Service Provider is not an employee, agent or assign of CI for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation and social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
9. Government Officials and Employees.
- a. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official
- i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;
- ii. without the express consent of the government for which the employee or official works; and
- iii. that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to

ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance.

- b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
 - i. to influence any official government act or decision.
 - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
 - iii. to obtain or retain business for, or direct business to any individual or entity.
10. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.
11. Intellectual Property
- All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer data bases, and all other memoranda (collectively, "Works"), shall belong solely and exclusively to CI. All Works shall be deemed "works made for hire" within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a "work made for hire," or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title and interest in and to the Works, including moral rights. Upon CI's request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.
- CI shall have the sole right to copyright the Works. Service Provider hereby grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI. Service Provider guarantees that the Works are not subject to any copyright or other third party rights that would prejudice the

use of the Works by CI to the extent described above. Service Provider shall indemnify and hold CI harmless against any third party claims that may arise from the Works and shall reimburse CI for any reasonable costs incurred in connection with the legal defense to such claims.

12. Publications. Service Provider shall not make any public statement or press release regarding this Agreement.
13. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security guidance provided by CI, and acknowledges that s/he shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement.
14. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Term. Where applicable, any individual contractors employed or engaged by Service Provider, assigned with international travel under the terms of this Agreement or engaged in a high risk activity, agree to release and to waive any claim against CI as provided in Appendix 3, Release and Waiver.
15. 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.
16. Compliance with Law; CI Code of Ethics; Sexual Exploitation, Abuse and Harassment (SEAH).
 - a. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing and equal employment opportunity, as well as all the generally accepted standards applicable to such work), as if such aforementioned laws and regulations directly reached the activities of the Service Provider. All forms of corruption are prohibited. In connection with the performance of the Services, Service Provider (1) may not offer or give any gifts or advantages either directly or through third parties and may not accept or demand such gifts or advantages for itself or for others; (2) is obliged to undertake suitable and appropriate measures to prevent and fight corruption; (3) may only enter into contractual or business relations and/or maintain such relations with third parties that are reliable and to whom no statutory ban on doing business or entering into contracts applies; and (4) shall comply with any embargoes or any other trade restrictions issued by the United Nations, the EU and/or the Federal Republic of Germany in carrying out the Services Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance

with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.

- b. Service Provider shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in any conduct substantially equivalent to Sexual Exploitation, Sexual Abuse, and Sexual Harassment (as defined in CI's Policy on Prevention of Sexual Exploitation, Sexual Abuse, and Sexual Harassment, available at <https://www.conservation.org/about/our-policies/prevention-of-sexual-exploitation-sexual-abuse-and-sexual-harassment>) in carrying out Services hereunder.
 - c. In performing the Services, Service Provider shall respect the local conditions in the relevant country, as well as the customary trading practices and legal provisions, ordinances and official regulations. Service Provider shall also comply with all applicable tax regulations and shall take into account the associated general, special and social impacts.
 - d. Service Provider shall perform the Service in compliance with international standards and multilateral agreements, in particular international human rights conventions, the International Labour Organisation (ILO) declaration of 1998 and to ensure the protection of children; the prevention of violence, abuse and exploitation of any kind; non-discrimination, especially with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability; as well as the promotion of equal opportunities for all genders.
 - e. Service Provider shall perform the Services in compliance with applicable national and international environmental law, minimize emissions of greenhouse gases and avoid any action that could increase the vulnerability of the population and/or ecosystems. Service Provider shall perform the Services in a way that avoids or reduces unintended adverse impacts on the environment, climate protection, adaptation to climate change, human rights, contexts characterized by fragility and violence, and gender equality by implementing attributable mitigation measures. It also undertakes to harness potential for promoting gender equality.
 - f. Service Provider shall comply with the applicable data protection regulations of the EU and of National legislation when processing personal data in connection with this Agreement. Service Provider shall provide its employees access to any data only to the extent absolutely necessary for performing the Services and shall require its relevant employees to maintain data confidentiality. Personal data shall be treated confidentially by Service Provider in all circumstances. Service Provider shall implement technical and organizational security precautions appropriate to the risks arising from data processing and to the type of personal data concerned, if any.
17. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law. In its performance of the Services, Service Provider shall not make available, either

directly or indirectly, any funds or other economic resources under this Agreement to third parties that are on a sanctions list issued by the US, United Nations and/or the EU. Service Provider shall inform CI of the occurrence of any event that results in Service Provider, any member of its personnel or its management bodies or other governing bodies or any of its shareholders or contractual partners appearing on a sanctions list issued by the US, the United Nations Security Council, the EU or the Federal Republic of Germany.

18. Conflicts of Interest. Service Provider shall at all times act in an impartial and loyal manner. A conflict of interest may arise in particular from economic interests, political affinities or national ties, family or friendships or other ties or interests. During the performance of the Services, Service Provider shall not conclude any contract where a conflict of interest is to be anticipated due to the nature of the contract or due to Service Provider's personal or financial connections with a third party. In the event that a conflict of interest or a potential conflict of interest arises in the course of performing the Services, Service Provider must disclose such event to CI without undue delay and consult and reach agreement with CI on any further steps to be taken.
19. 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.
 - c. 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.
20. 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.
21. No Third-Party Beneficiaries. Except as expressly set forth herein, neither party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Service Provider and CI.
21. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
22. 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.
23. 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.

24. Notices. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service

Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

If to Service Provider:

Att: Santiago Bermúdez Dobbertin
Sostenibilidad de bosques para el desarrollo y
cambio climático EIRL
Phone: 51 977786151
Email: sbermudez@sosbosques.org

If to CI:

Attn: Niels Haak/Denisse Moreno
Conservation International Foundation
2011 Crystal Drive, Suite 600
Arlington, VA 22202
Phone: 703.341.2400
Email :nhaak@conservation.org /
dmoreno@conservation.org

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

**Sostenibilidad de Bosques para
Desarrollo y cambio
climático EIRL**



**Santiago Bermúdez Dobbertin
CEO Sostenibilidad de bosques
para el desarrollo y cambio climático EIRL**

Date:

Conservation International Foundation



**Bambi Semroc
SVP, Sustainable Lands and Waters**

Date: October 6, 2022

Appendix 1: Delivery Schedule

Appendix 2: Code of Ethics

Appendix 3: Release, Waiver of Liability and Consent to Medical Treatment

APPENDIX 1

DELIVERY SCHEDULE

Step	Activities	Deliverables To be submitted through the platform:	Acceptance Criteria	Due Date	
#1 Preparation	a. Compose the team that will conduct the assessment in accordance with the LandScale requirements (See section 1.1 of the assessment guidelines) b. Develop a basic understanding of the human rights issues through a desk-based study c. Map key stakeholders and consult identified stakeholder groups and experts <i>This phase is linked to, and may be conducted in coordination with, Step 1 of the LandScale assessment guidelines (Preparation).</i>	- Assessment team composition (i.e., registration of all team members on the platform) and a brief description of how each member fulfills the required qualifications. Supporting documentation should be provided to demonstrate such qualifications (e.g., CVs, resumes, courses certifications, or other suitable evidence) - Objectives of the assessment - Stakeholder engagement plan - Landscape goals (if the assessment team chooses to include them)	Screenshots LandScale landing page for landscape + step 1 page with the 6 sub-steps marked as “approved” (see example below table) Proof of participation of assessment team in LandScale training steps 1, 2 and 3	October 7, 2022	10% paid after submission of #1
#2 Boundary selection	a. Analyze the information collected during the stakeholder consultation from the previous phase b. Determine the severity of human rights issues in the landscape and select the applicable indicators <i>This phase is linked to, and may be conducted in coordination with, Step 3 of the LandScale assessment guidelines (indicator selection)</i>	- Landscape overview - Landscape boundary in .shp or .kml format - Size of the landscape (in square km) - A brief narrative rationale for the proposed landscape boundary - Limitations of the selected boundary	Screenshots LandScale step 2 page with the 5 sub-steps marked as “approved” (see example below table)	October 21, 2022	40% after submission of #2 and #3
#3 Indicator & Metric Selection	a. Understand the root causes of actual and potential adverse human rights impacts and identify the enabling conditions that need to be in place at landscape level to address these impacts b. Design performance metrics for the most relevant enabling conditions the most important of these enabling conditions and design performance metrics to measure the status of, or progress toward, achieving these enabling conditions to prevent, mitigate, and remediate human rights issues <i>This phase is linked to, and may be conducted in coordination with, Step 4 of the LandScale assessment guidelines</i>	- Identification of all core, landscape-dependent, and optional indicators to be included in the assessment - Appropriate justification for any required indicators to be deferred, inclusive of core indicators and applicable or inconclusive landscape-dependent indicators; Documentation of the process used to determine and justify the applicability of landscape-dependent indicators, including any stakeholder consultation or desk-based research as indicated in the applicability - Identification of human rights indicators according to the Human Rights Assessment Guidance and adequate documentation of this process - Selection of all required metrics as well as all recommended metrics that the assessment team has chosen to include for each selected indicator - If any alternate metrics are proposed in lieu of required metrics,	Screenshots LandScale step 3 page with the 2 sub-steps marked as “approved” (see example below table)	November 11, 2022	

Step	Activities	Deliverables To be submitted through the platform:	Acceptance Criteria	Due Date	
		a description of the alternate metric along with a justification of why the required metric is not feasible and/or why the alternate metric provides a superior measure of the given indicator, including its fulfillment of the four criteria in Section 1.2 • Description of any user-defined metrics and documentation of their suitability; Specification of landscape targets and milestones, if completed • If any optional indicators or landscape-dependent indicators not demonstrated to be applicable were included in the assessment scope, a brief statement explaining the rationale for including these			
#4 Data Evaluation & Metric Assessment	a. Assess the selected performance metrics b. Report and validate results with key stakeholders, especially rights holders This phase is linked to, and may be conducted in coordination with, Step 4 (Metric Selection & Assessment) and Step 5 (Reporting Results) of the LandScale assessment guidelines.	• Documentation of the data suitability evaluation • Documentation of the local review process and forms of engagement with local reviewers, as per the guideline for Activity 2 of the preceding section on Local Review Scope and Process • Documentation of how the assessment team resolved each issue raised through the local review or the first LandScale review according to the respective resolution options detailed in the prior section • Final assessment results (and associated limitation statements and documentation) reflecting any of the above-mentioned changes • Landscape report appendix with the list of reviewers and the indicator(s) that they reviewed	Screenshots step 4 page on LandScale platform showing all metrics as “completed” and “submitted” (see example below table) Proof of participation of assessment team in LandScale training steps 4 and 5	January 13, 2023	50% after submission of #4 and #5
#5 Reporting & Publishing Reports	a. Reporting Results of Landscape	• Landscape report with data visualizations of assessment results; Landscape report appendices • Successful final LandScale Validation of assessment results • LandScale report in English • (co)present report to select stakeholder group (i.e. ICO taskforce)	Screenshots step 5 page on LandScale platform indicating completion of report, ready for publication Copy of report and summary slide deck	January 31, 2023	

EXAMPLES OF VALIDATION STEPS

Step 1: Preparation

Complete or update the basic landscape information, build your assessment team, and (optionally) characterize the landscape partnership.

Overview	Approved	+
Objectives	Approved with comments	+
Assessment team	Approved	+
Stakeholder engagement	Approved with comments	+
Frequency of assessment (optional)	Approved	+
Goals (optional)	Approved	+

Template Version: September 29, 2021

Step 3: Indicator & Metrics

Select applicable and optional indicators. Then, select applicable and optional metrics that provide the measurement of the indicators. Optionally, create custom indicators and metrics.

LandScale guidance provides directions for determining which indicators are required and which are optional. This step may be revisited after data screening and evaluation in step 4 if certain metrics and indicators have been determined to be data deficient and, therefore, deferred to a later assessment when data may become available.

You may assign indicators and metrics tasks to team members below as overall leads for these tasks but to assign leads to specific areas of the framework you must first navigate to the appropriate pillar and goal on the following screens.

Select indicators

Approved

+

Select metrics

Approved

+

Step 4: Data Tasks & Results

Identify, screen, and evaluate data suitable to measure the metrics from step 3. Start either with individual metrics or with candidate datasets. Thoroughly read the step 4 guidance before beginning these tasks.

Progress report
[DOWNLOAD XLSX](#)

Metrics are considered complete when the result value, result year, methods, and limitations are provided.

Current milestone

Holistic + milestone

Pillars	Required metrics	Metrics to complete	Metrics completed	Submit
Ecosystems	15	8	7	☐
Human Well-Being	13	1	12	☐
Governance	9	6	3	☐
Production	5	0	6	Submitted

STEPS

✓ Preparation

! Boundary

✓ Indicator & Metrics

! Data & Results

Report & Publish

Step 5: Report & Publish

This step provides you with the tools needed to build your standard Landscape Report based on the milestone submitted at the end of Step 4 and optionally publish that report. You may also upload a custom report once your Landscape Report has been published. The report is generated in HTML format and will be viewable to others as web content. A PDF is also generated that allows for download of your report. After building your report, you may view how it will appear and revise it as needed. After completing the report, it will undergo review by LandScale, and after deemed satisfactory, you may choose to publish it.

1

Framework version

Need Help?

- Open guidelines
- Community of Practice
- Contact us
- Reference library
- Download results
- Image gallery
- Landscape profile

TASKS	ASSIGNED TO	TASK TYPE	STATUS
Build Report		REQUIRED	IN PROGRESS
View and download draft (PDF)			
Publish report		LOCKED	

TERMS OF REFERENCE (pdf Document)

APPENDIX 2

ETHICS STANDARDS

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

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

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

Integrity:

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

Transparency:

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

Accountability:

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

Confidentiality:

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

Mutual Respect and Collaboration:

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

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

FOR SERVICE PROVIDER:



By: Santiago Bermúdez Dobberty

Title: **CEO Sostenibilidad de bosques para el desarrollo y cambio climático EIRL**

APPENDIX 3

Instructions: 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 Agreement Term. This Appendix 3 serves as a notice of risk as well as a release and waiver of liability where international travel or a high risk activity under the terms of this Agreement is planned or required.

Each individual contractor employed or engaged by Service Provider assigned with international travel under the terms of this Agreement must complete the information requested, sign and return to CI. A Consent to Medical Treatment is provided for below.

RELEASE, WAIVER OF LIABILITY

Coronavirus, COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 are **extremely contagious** viruses that spread easily through person-to-person contact. Authorities recommend social distancing, face coverings and hand sanitation as a means to prevent the spread of the virus. **Coronavirus, COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Participating in Conservation International programs or accessing Conservation International facilities could increase the risk of contracting Coronavirus, COVID-19. Conservation International in no way warrants that Coronavirus, COVID-19 infection will not occur through participation in Conservation International programs or accessing Conservation International facilities.

CDC and other governmental guidelines are continually being updated regarding individuals who may be more susceptible to contracting viruses or who may suffer more severe consequences as a result of having a virus. I understand that I and/or other members of my family may have underlying conditions that place us at a higher risk of serious consequences from contracting virus and I willingly consent and agree to participate with full knowledge and understanding of this increased risk.

Initial _____

I, Santiago Bermúdez Dobbartin, have voluntarily agreed to participate in [program name, destination, trip dates], which may include training courses, workshops, field trips, day trips, field work, or any other activities associated with Conservation International Foundation's (CI) projects, activities, or programs (the "Program").

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.
2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.

3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program, whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.
4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program.
5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.
6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.
7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other insurance coverage to insure against the risks and dangers assumed by me.
8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.
9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.
10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.
11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.

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



Signature: _____ Date: September 26th 2022

Printed Name: Santiago Bermúdez Dobbartin

Consent for Emergency Medical Treatment

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



Signature: _____ Date: September 26th 2022

Printed Name: Santiago Bermúdez Dobbartin