



Wildlife Conservation Society

Request for Proposal:

**UNDERSTANDING CURRENT AND FUTURE HYDROLOGICAL RISKS WITHIN
THE PANJ-AMU RIVER BASIN**

WCS Inner Asia Regional Program

PROPOSAL DEADLINE: July 23rd, 2020
PROPOSALS DELIVERED TO: Wildlife Conservation Society

**** PLEASE NOTE:** Prospective Proposers should complete and sign the **vender's registration form Page 7 subsection "I" and Appendix A-1**, and submit it to wcsafghanistan@wcs.org in order that amendments to the RfP or other communications can be sent directly to you. Any prospective proposer who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted via email. Please note, Appendix B attached with the RfP is only for the detailed information to the proposers, at this stage ******

1. SYNOPSIS OF REQUEST FOR PROPOSAL

WCS/Inner Asia invites qualified vendors to submit quotes for understanding current and future hydrological risks within the Panj-Amu River Basin:

1. RfP No.	RfP # WCS-IA-AFG-0001
2. Issue Date	Jun 24th, 2020.
3. Title	Understanding current and future hydrological risks within the Panj-Amu River Basin
4. Issuing Office & Email/Physical Address for Submission of Quotes	Attn: Procurement Department, wcsafghanistan@wcs.org Shahr-e-Naw, Madina Bazaar Main road of Qala-e-Fathullah Khan Street 3 on the right, House No. 25 on the left Kabul, Afghanistan.
5. Confirmation of intent to bid	Please submit questions to: wcsafghanistan@wcs.org by 5:00 pm GMT, July 8th, 2020
6. Deadline for Receipt of Questions	Please submit questions to: hgrantham@wcs.org copying to wcsafghanistan@wcs.org by 5:00 pm GMT, July 8th, 2020.
7. Deadline for Receipt of Proposals	Please email proposals by July 23rd, 2020 at 5:00 pm GMT local time to the email address wcsafghanistan@wcs.org
8. Point of Contact	Regional Grants Manager : Dr. Hedley Grantham, Director, Conservation Planning hgrantham@wcs.org copying to wcsafghanistan@wcs.org
9. Anticipated Award Type	WCS anticipates issuing its Service Agreement (SA) (Annex B). Issuance of this RfP in no way obligates WCS to award a Contract or Service Agreement and Proposers will not be reimbursed for any costs associated with the preparation of their proposal.
10. Basis for Award	An award will be made to the responsible bidder whose proposal is responsive to the terms of the RfP and is most advantageous to WCS, considering total cost and acceptability requirements for technical/non-cost factors described in this RfP.
11. Compliance with terms and conditions	Proposers shall be aware of the general terms and conditions for an award resulting from this RfP. The selected Proposer shall comply with all Representations and Certifications of Compliance listed in Annex B - FUNDING SOURCE(S)



2. INVITATION

The Wildlife Conservation Society (WCS) is seeking proposals from qualified consultants, consulting firms or non-governmental organizations to develop current and future hydrological models (HMs) for the Panj-Amu River Basin region. The HMs must depict water availability (in terms of run-off and discharge), water quality, and other parameters associated with climate change vulnerability. The HMs should include an evaluation of the current and expected future extents of key hydrological features, including glaciers, wetlands, and inland waters. The HMs will be integrated into a broader climate vulnerability assessment (“Vulnerability Assessment”) for the Panj-Amu River Basin, led by WCS, and ongoing training of project partners improving their hydrological models in the future. This Request for Proposals (RfP) provides detailed information as to the project requirements and the desired qualifications of Proposers.

3. BACKGROUND AND OBJECTIVES OF PROJECT

WCS is a not-for-profit organization dedicated to saving wildlife and wild places through, science, conservation action, education, and inspiring people to value nature.

The project is being funded by the European Union (EU) and implemented by WCS-Afghanistan and the Aga Khan Foundation-Afghanistan, and is subject to technical and programmatic requirements as indicated in “Scope of Services and Desired Qualifications” below. Further, all work must be completed in compliance with applicable regulations set forth in Appendix A to C, attached and made a part hereof. WCS is exempt from sales tax in certain states, including New York, and may be exempt in certain foreign jurisdictions.

Project scope of work details are included in section 6 of this RfP and made a part hereof. The project duration is expected to be one year with project deliverables having variable deadlines within that timeframe.

4. PROPOSAL ADMINISTRATION

This RfP sets out the rules for the submission of proposals and selection of Proposers, in conformity with WCS’s procurement policy.

Please email confirmation of your intent to submit a proposal to wcsafghanistan@wcs.org no later than **5 pm, July 08th, 2020**.

All requests for clarification and questions concerning this RfP must be submitted in writing no later than **5 pm, July 08th, 2020**, via email to Dr. Hedley Grantham, Director, Conservation Planning, hgrantham@wcs.org copying to wcsafghanistan@wcs.org with the email subject line: “current and future hydrological risks within the P-ARB RfP_WCS-IA-AFG-0001”. Responses, if determined appropriate by WCS, will be issued in writing to all known Proposers.

A copy of the proposal in electronic version (MS Word or PDF format) plus attachments, exhibits or appendices are to be submitted to: wcsafghanistan@wcs.org.

A virtual interview may be requested of any proposer. Such a request for an interview does not constitute a contract award.

Proposals must be received no later than **5:00 PM GMT July 23rd, 2020**.

Key Dates:

Confirmation of intent to bid	July 08 th , 2020
Last day to submit questions	July 08 th , 2020.
Proposals due	July 23 rd , 2020.
Notice of Award	August 20 th , 2020

5. CONDITIONS FOR PARTICIPATION

Proposer must comply with European Commission Regulatory Requirements, as laid out in Annex A of the RfP.

Proposer must demonstrate it has the necessary financial capacity and financial management capability to perform the services and to meet the deadlines for the deliverables. The Proposer is requested to submit one or more of the following documents:

- A) Appropriate statements from banks and evidence of relevant professional risk indemnity insurance;
- B) Independently audited financial statements or their extracts for a period equal to or less than the last 3 years for which accounts have been closed;

6. DESCRIPTION OF SERVICES AND DESIRED QUALIFICATIONS

6.1 Description of services

WCS is an Implementing Partner for the EU-funded project “Improving participatory management and efficiency of rangeland and watershed focusing on Wakhan, Yakawlang, Kahmard, and Sayghan Districts”. WCS is leading the development of a climate change Vulnerability Assessment for the Panj-Amu River Basin. The selected vendor will have the overall responsibility to develop hydrological models that support the Vulnerability Assessment, through the development of current and future hydrological models (HMs) for the region. The HMs need to depict water availability (in terms of run-off and discharge), water quality, and other parameters associated with vulnerability. The HMs should include an evaluation of the current and expected future extents of key hydrological features, including glaciers, wetlands, and inland waters. The vendor will work closely and in collaboration with WCS and its national and international project partners such as Columbia University's Center for Climate Systems Research (CCSR) - responsible for developing flexible, tailored climate risk information framework that will support the climate Vulnerability Assessment for the region, long term monitoring, and models to understand future climate impacts on ecosystems and people - to provide this information for the Panj-Amu River Basin (PARB), Afghanistan (the location of the Project).

Objectives

The goal of this work to support WCS activities and partners by developing current and future hydrological models as input into a climate Vulnerability Assessment for the region, long term monitoring, and models to understand future impacts on hydrological resources for ecosystems and people in the region. The vendor will utilize existing datasets, including climate models and best available data from hydrological data loggers, including data from Afghanistan government, to create current and forecasted hydrological models for the PARB. Models will include spatially-explicit hydrological data related to water availability, droughts, floods, and additional variables, to be used to create hazard, risk, and vulnerability assessments under climate change. The vendor will work in close coordination with WCS and other project partners via regular communication, participation in teleconferences/webinars, attendance at major project meetings (including Afghanistan and potentially adjacent countries), and joint publications.

Responsibilities:

1. Compile a database of historical and current hydrological data: (1) Time series up until current day showing hydrological information of in situ observations throughout the study region, collected by government agencies, other project partners, or other publicly available sources; and (2) existing hydrological models representing current hydrological conditions throughout the study region, developed by government agencies and/or project partners through the use of in situ observations. The vendor will engage with government of Afghanistan and non-government agencies to obtain and compile hydrological datasets in Afghanistan.
2. Create current and future hydrological models using *in situ* observations and downscaled climate models: Current and projected future hydrological models representing several key hydrological variables including, but not limited to, water availability (run-off, discharge), water quality, and other parameters associated with vulnerability. The vendor will engage WCS and local stakeholders to determine appropriate climate variables to produce. The vendor will use *in situ* observations compiled in Activity 1 to develop current models, and will use downscaled climate models from the project to develop future models. This will require the vendor to determine appropriate climate models and variables for model development. The hydrological models will be developed at a spatial and temporal resolution that is compatible with other datasets and models in the climate Vulnerability Assessment.
3. Hydrological risk information for vulnerability assessment and long term monitoring: Projected changes to key hydrological variables and indicators that have been identified as affecting priority ecosystems and societal sectors for the project. The vendor will develop stakeholder-friendly hydrological risk information and engage stakeholders to build capacity around the sustained application of these datasets (see #5 below). Analyze uncertainties within historical and future hydrological datasets to distinguish between areas with a strong signal and areas with uncertainties. This will be based on using multiple climate models representing different broad climate scenarios.
4. Participate in expert engagement: Engage as part of a sustained process with other relevant researchers collaborating on the project (e.g., WCS Conservation Solutions staff). Participate in major project workshops and events, both remotely and via travel to Afghanistan (if needed accommodation will be provided by WCS) and/or neighboring countries such as Tajikistan, India, Kirgizstan, Dubai and Uzbekistan (flights and accommodation cheapest economy as

per WCS's Rule). These meetings will be attended by project partners and government scientists. Attend and represent WCS at 1-2 expert science workshops to present the findings.

5. Assist and/or lead with training and capacity building related to hydrological risk information and integrated impact and adaptation analysis. Update hydrological risk information throughout the project as major new datasets and relevant model outputs become available. The vendor will develop comprehensive training of trainer's curriculums/materials and also assist WCS in developing presentations for its donors. These will be targeted towards (1) WCS-Afghanistan staff, (2) government staff, and (3) national universities to increase their understanding of hydrological risk, the datasets used in risk assessments, and the procedures for interpreting risk information.

Deliverables:

1. Database of historical and current hydrological data: (1) Time series up until current day showing hydrological information of *in situ* observations throughout the study region; and (2) updated existing hydrological models representing current hydrological conditions throughout the study region, provide detail list and the raw datasets accessed and databased (Delivery date: December 2020 to be incorporated into Vulnerability Assessment).
2. Current and future hydrological model results: Current and projected future hydrological models representing several key hydrological variables including water availability, run-off, discharge, water quality, and additional parameters associated with vulnerability as determined by the vendor in consultation with WCS and government staff (Delivery date: December 2020 to be incorporated into Vulnerability Assessment).
3. Hydrological risk information for vulnerability assessment: Projected changes to key hydrological variables and indicators that have been identified as affecting priority ecosystems and societal sectors for the project with supporting documentation. Document to be formatted in the same writing and format as other parts of the Vulnerability Assessment (Delivery date: December 2020 to be incorporated into Vulnerability Assessment).
4. Final hydrological model incorporating predicted climate change impacts and links to hazards for ecosystems and people: Final results to support long-term monitoring and modeling and to support government decision-making around hydrology and hand over of final data and models to government (Delivery date: April 2021).
5. Final report interpreting hydrological models and describing hydrological vulnerability: Report should include an introduction to hydrological issues in the PARB, the methodology of hydrological development, results of the hydrological models, and discussion focused on providing policy recommendations for Afghanistan government agencies (Delivery date: April 2021).
6. Provide training and capacity building, including:
 - a. Ideally face to face trainings. If not permitted by institution, powerpoint presentations and online or recorded webinars summarizing the project outputs and providing guidance on maintaining, updating, managing, and interpreting outputs and draft recommendations, aimed towards (1) WCS-Afghanistan staff, (2) government staff, and (3) national Partner's staff (Delivery date: 2-3 trainings to be concluded by September 2021)

b. Short documents including brochures, posters, and leaflets that are less technical and summarize the project. These documents will describe water management issues and how to use hydrological data information, and will showcase the products developed within the project, suitable for a broad range of stakeholders including project partners and government (Delivery date: September 2021).

6.2 Technical Capability / Desired Qualifications

- Proven experience creating current and forecasted hydrological models, which include spatially-explicit hydrological data related to water availability, droughts, floods, and additional variables, that have been used to create hazard, risk, and vulnerability assessments under climate change
- Proven track record of hydrological modeling in mountainous regions, similar to Himalaya, Hindu Kush, Pamirs, Kunlun and Andes, and preferably in Central Asia
- Experience conducting trainings with project stakeholders to build capacity to understand, maintain, and manage hydrological models
- Proficiency with projects of comparable size and complexity, including working with multiple non-profit organizations, stakeholders, and government agencies
- Familiarity with climate vulnerability assessments and quantifying hydrological vulnerability
- Experience summarizing results for diverse audiences, including technical audiences (e.g., in scientific publications and technical reports), government (e.g., policy briefings and recommendations), and the general public (e.g., informal educational materials, brochures, posters, etc.)

7. PROPOSAL CONTENT

Proposals should be clear and concise, and should address in detail and with appropriate documentation each of the items listed below. Proposals that fail to do so may be disqualified as non-responsive. WCS may request clarification of any proposal during the evaluation process, but it is not bound to do so, and Proposers should not assume they will have any further opportunity to clarify their proposals subsequent to the proposal due date.

Each proposer must submit, on or before the submission deadline, a word or PDF document containing its proposal addressing the following items in the order listed:

A. GENERAL INFORMATION

On a single cover sheet, please provide:

- 1. Vendor Registration Number:**
- 2. Legal Company Name (Not trade name or DBA name):**
- 3. The vendor(s) contact person:**
- 4. Address:**
- 5. City:**
- 6. State:**
- 7. Postal Code:**

8. Country:

9. Phone Number:

10. Email Address:

11. Company Website:

12. Country of establishment

13. Year vendor established:

14. What is your annual Turnover in Euro and Number of full time Employees:

15. List of proposed staff and expertise assigned to this project:

16. Signature of Principal and date of the signature.

B. THE PROJECT

a) Description of the project

<insert text here>

Note: Provide a description of the proposed project, including all the information requested below, referring to the overall objective(s)/impact and specific objective(s)/outcome, possible intermediary outcomes, outputs described in the concept note:

- i. State how the project will inform the situation of the target areas and improve the technical and management capacities of project stakeholders identified in point number 4 and 5 of the deliverables:
- ii. Identify and describe in detail each activity (or work package) to be undertaken to produce results, justifying the choice of activities and where applicable specifying the role of each co-applicant(s) and affiliated entity(ies) in the activities. The vendor will be responsible to manage and quality assurance of any work undertaken by the co-applicant(s) and affiliated entity(ies). Demonstrate coherence and consistency of project design. In particular, list any publications proposed.

b) Methodology

<insert text here>

Note: Describe in detail:

- i. the methods of implementation and rationale for the proposed methodology;
- ii. where the Project continues a previous project, describe how the project is intended to build on the results of the previous project (give the main conclusions and recommendations of any evaluations carried out). The vendor is expected to leverage existing applicable projects where feasible.
- iii. The methods for data sourcing, data collection, and data use permissions
- iv. the organizational structure and the team proposed for the implementation of the project (by function the name the individuals, their bios and commitments during the life of the project);
- v. the planned activities in order to ensure the visibility of the project.

c) Staffing Plan

<insert text here>

Note: List the principals and key employees who will carry out the work, including their experience with same, identifying the proposed project manager and staff members. A resume/CV of each key member of the project team should also be included, indicating that member's responsibilities for the project and relevant experience. Please provide a summary in the format below.

Upon award of the contract, substitutions of personnel will not be allowed without the prior written consent of WCS. Please confirm your agreement.

Key Staff

Name	Proposed position	Years of experience	Educational background	Specialist areas of knowledge	Status (employee or other)

d) Timetable/Schedule

Note: Elaborate or expand of the schedule that in section 5 by outlining critical milestones for the work. Schedule should include the following elements:

- Dependencies
- Definition and relevancy of specific milestones
- Deliverables submission timeline with in the deadlines set in section 5 of this RfP.

Year 1													
	Half-year 1						Half-year 2						
Activity	Month 1	2	3	4	5	6	7	8	9	10	11	12	Implementing body
Example	example												Example
Preparation Activity 1 (title)													co-applicant and/or affiliated entity
Execution Activity 1 (title)													co-applicant and/or affiliated entity
Preparation Activity 2 (title)													co-applicant and/or affiliated entity
Etc.													

e) Sustainability of the Project

Note: Provide **all the** information requested below:

- i. Describe a dissemination plan and the possibilities for replication and extension of the Project outcomes (multiplier effects), clearly indicating any intended dissemination channel.
- ii. Provide a detailed risk analysis and contingency plan. This should include a list of risks associated with each proposed activities, accompanied by relevant mitigation measures. A good risk analysis will include a range of risk types including physical, environmental, political, economic and social risks.
- iii. Describe the main preconditions and assumptions during and after the implementation phase.
- iv. Explain how the project will be made sustainable after completion. This may include necessary follow-up activities, built-in strategies, ownership, communication plan, etc. Distinguish between four types of sustainability:
 - a. Financial sustainability: e.g. financing of follow-up activities, sources of revenue for covering all future operating and maintenance costs.
 - b. Institutional sustainability: e.g. structures that would allow the results of the Project to continue to be in place after the end of the Project, capacity building, agreements and local ‘ownership’ of Project outcomes.
 - c. Policy level sustainability: e.g., where applicable, structural impact (improved legislation, consistency with existing frameworks, codes of conduct, or methods).
 - d. Environmental sustainability: what impact will the Project have on the environment

f) Past Performance / References

Note: provide examples of up to five (5) similar projects, recently completed or in progress, with the following information for each (please use the below table):

(i) Experience in similar Projects in the past 3 years: Please provide a detailed description of project in the same sector and of a comparable scale to the one for which an RFP is being requested managed. WCS receives the right to contact any of the projects listed below for reference

Maximum 1 page per Project and max. 5 Projects

(ii) Experience in other Projects in the past 3 years: Please provide a detailed description of other Projects managed by:

Max. 1 page per Project and max. 5 Projects.

References may be contacted directly by WCS.

(i) Experience in similar Projects in the past 3 years (Maximum 1 page per Project)

Name of the organization:				
Lead applicant <input type="checkbox"/>		Co-applicant <input type="checkbox"/>		Affiliated entity <input type="checkbox"/>
Project title:		Sector:		Name and Contact details of the contractor:
Location	Cost of the Project (Euro)	Role: Coordinator, co-beneficiary, affiliated entity	Project Client	Dates (from.to) dd/mm/yyyy
...
Objectives and results of the Project				



(ii) Experience in other Projects in the past 3 years (Max. 1 page per Project and max. 10 Projects)

Name of the organization: Lead applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Affiliated entity <input type="checkbox"/>				
Project title:			Sector:	
Location	Cost of the Project (Euro)	Role: Coordinator, co-beneficiary, affiliated entity	Project Client	Dates (from.to) dd/mm/yyyy
...
Objectives and results of the Project				

(iii) Provide a relevant publication list

C. FEE PROPOSAL

Note: Provide detailed budgets aligned with the proposer’s methodology for the project using the following budget categories but not limited to:

i. Staff/Consultant Expenses (including benefits (please provide details of benefit) excluding overheads)

Deliverables #	Activity	Name	Title	Net salary	Benefits	Unit	Rate	# of Units	Total cost (EUR)
1									
	Activity 1 SUBTOTAL								
Deliverables #	Activity	Name	Title	Net salary	benefits	Unit	Rate	# of Units	Total cost (EUR)
2									
	Activity 2 SUBTOTAL								
Deliverables #	Activity	Name	Title	Net salary	benefits	Unit	Rate	# of Units	Total cost (EUR)
3									
	Activity 3 SUBTOTAL								
Deliverables #	Activity	Name	Title	Net salary	benefits	Unit	Rate	# of Units	Total cost (EUR)
4									
	Activity 4 SUBTOTAL								
Deliverables #	Activity	Name	Title	Net salary	benefits	Unit	Rate	# of Units	Total cost (EUR)
5									
	Activity 5 SUBTOTAL								
Deliverables #	Activity	Name	Title	Net salary	benefits	Unit	Rate	# of Units	Total cost (EUR)
6									
	Activity 6 SUBTOTAL								
Grand Total									

Work efforts to be funded by this proposal

Name	Title	Total Commitment	
		Months*	Total EUR**

(Add lines and items as required)

Please confirm the number of hours in the daily rate and the billing increment for partial days.
Please confirm the validity period for the quoted rates.

ii. Travel

Deliverables #	Activity	Name	Title	Unit	Rate	# of Units	Total cost (EUR)
6							
	Activity 1 SUBTOTAL						
Grand Total							

iii. Other Direct Expenses

iv. Overhead (vendors' overheads should not exceed 3% of the direct cost)

Total of Items I, II, III and IV: EUR _____

Please clearly state all costs you feel are required for the successful completion of the services. Your proposal should also factor any applicable taxes in Afghanistan, include a breakdown of any applicable taxes.

Please confirm that any re-work or expedited effort required to meet an agreed deliverable or deadline not caused by WCS will not be charged.

Note: I Staff/Consultant (including benefits) shall cover:

- the remuneration actually paid to the experts concerned per working day or working month
- administrative costs of employing the relevant experts, such as leave, insurances and security arrangements and other employment benefits accorded to the experts by the Vendor

II. Travel

- Travel related costs for in country short term technical assignments

III. Other Direct Expenses:

- any other expenditure which is needed to implement the contract and which is not covered elsewhere

IV. Overhead

- Rate covering the Proposer's overhead costs

D. SUPPORTING DOCUMENTATION

- Proof of nationality
- Declaration certifying that the proposer does not fall into any of the exclusion situations cited under sections 2.3.3.1 and 2.3.3.2 of the PRAG (See Appendix A-1).
 - Appropriate statements from banks and, evidence of relevant professional risk indemnity insurance;
- B) Independently audited financial statements or their extracts for a period equal to or less than the last 3 years for which accounts have been closed.

8. CRITERIA FOR SELECTION

i. Selection Process:

- WCS will review and evaluate all proposals to determine each proposer's Technical Rating. This evaluation may include a request by WCS to interview Proposers and visit their offices for purposes of clarifying their proposals.
- The proposer with the best combination of Technical Qualifications and Fee Proposal will be selected for the award. WCS may reject any and all proposals if, in its sole opinion, no proposal satisfies its criteria.

ii. Evaluation Criteria:

	Criteria	Reference	Weight	Max Points
1	Technical Capability / Desired Qualifications			
	Technical capability to provide the services: <ul style="list-style-type: none"> • Proven experience creating current and forecasted hydrological models, which include spatially-explicit hydrological data related to water availability, droughts, floods, and additional variables, that have been used to create hazard, risk, and vulnerability assessments under climate change • Proven track record of hydrological modeling in mountainous regions, similar to Himalaya, Hindu Kush, Pamirs, Kunlun and Andes, and preferably in Central Asia • Experience conducting trainings with project stakeholders to build capacity to understand, maintain, and manage hydrological models 	Section 6.2 of the RfP <i>(Technical Capacity / Desired Qualification)</i>	20%	20

	<ul style="list-style-type: none"> • Proficiency with projects of comparable size and complexity, including working with multiple non-profit organizations, stakeholders, and government agencies • Familiarity with climate vulnerability assessments and quantifying hydrological vulnerability • Experience summarizing results for diverse audiences, including technical audiences (e.g., in scientific publications and technical reports), government (e.g., policy briefings and recommendations), and the general public (e.g., informal educational materials, brochures, posters, etc.) 			
2	Methodology			
	<p>Proposed methodology for executing the scope of work:</p> <ul style="list-style-type: none"> • understanding of the objectives of this RfP; • description of the methods to be used to achieve those objectives; • technical quality assurance; • general management practices for comparable projects; • Proposed schedule. 	Section (7 B), subsection (B) Methodology	30%	30
3	Proposed staff			
	<p>Project related experience of the proposed staff:</p> <ul style="list-style-type: none"> • Staffing Plan; • Expertise of key staff; • Experience of key staff in comparable projects; • Commitment to staff continuity. 	Section (7 B), subsection (c) (Staffing Plan)	20%	20
4	Client References			
	<p>Client references/ Past performance:</p> <ul style="list-style-type: none"> • Size and complexity of the project; • Success factors; • Measurable impact; • Cost or time over-runs. 	Section (7 B), subsection (f) (i), (ii) and (iii) (Past Performance/ References)	10%	10
5	Fee Proposal			
	<ul style="list-style-type: none"> • Pricing model; • Economies of scale; • Rate validity period 	Section (7 C) of the RfP (fee proposal)	20%	20
Total Score			100%	100

9. GENERAL CONDITIONS OF PROPOSAL SUBMISSIONS

The following general conditions apply to all proposals submitted in response to any RfP issued by WCS.

- ***Non-Binding:***
WCS's solicitation of proposals in response to any RfP does not commit WCS to award a contract, and this RfP is not an offer to enter into a contract for the services to be provided as described herein.
- ***Proposal Materials and Costs:***
WCS is not liable for any costs incurred in the preparation, submission or negotiation of a response to its RfP or incurred for any other purpose or reason in connection with the RfP. No materials submitted with this RfP will be returned.
- ***Confidentiality:***
All information and material contained in any WCS RfP or issued by WCS or any of its agents as part of any WCS RfP process is confidential and is the exclusive property of WCS.
- ***Modifications:***
As a condition of award, WCS may request any proposer to make revisions, additions, or deletions to its proposal.
- ***Subcontractors:***
After award of contract, WCS will have no obligation, financial or otherwise, to any subcontractor of the awardee. Nevertheless, any subcontract will be required to be subject to and consistent with the prime contract between WCS and the awardee, and WCS may require any subcontract to include specific terms and conditions.
- ***Reserved Rights:***
WCS at any time in its sole discretion may, without notice and without liability to any proposer or any other party for their expenses incurred in the preparation of the responses hereto or otherwise, do any and all of the following:
 - o Amend or withdraw this RfP;
 - o Accept or reject any and all proposals received in response to this RfP;
 - o Award the contract to a proposer other than the proposer/vendor offering the lowest fee;
 - o Request additional materials and clarification or modification of any submitted proposal;
 - o Extend the time for submission of all proposals after notification to all prospective Proposers;
 - o Terminate negotiations with a selected proposer and select another proposer;
 - o Take such action as WCS deems appropriate if negotiations fail to result in a signed agreement within a reasonable amount of time;
 - o Terminate or modify the solicitation and selection process at any time and re-issue the solicitation to whomever WCS deems appropriate.



A proposer whose proposal is accepted by WCS will be required to execute a written agreement with WCS, in accordance with the terms set forth herein, including the provisions attached in Appendices B and C hereof, effective upon the date the written agreement is executed by both WCS and the proposer.

APPENDIX A

EUROPEAN COMMISSION REGULATORY REQUIREMENTS

The project is being funded by the European Commission and is subject to all relevant European Commission regulations, including but not limited to Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for external action (CIR), as well as Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March laying down the rules on nationality and origin.

PARTICIPATION

Nationality

Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium - of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR). Entities established in an OECD¹ member are also eligible.

Evidence to be provided for the purpose of verifying compliance with the nationality rules:

- natural persons must state the country of which they are nationals, and provide proof of nationality;
- legal persons must state the country in which they are established and provide evidence of such establishment by presenting the documents required under that country's law.

Exclusion criteria

Natural or legal persons are not entitled to participate in this RfP or be awarded a contract if they are in any of the situations mentioned in Sections 2.3.3.1 or 2.3.3.2 of the Practical Guide (Version 2016.0 - 15 January 2016). Should they do so, their tender will be considered unsuitable or irregular, respectively.

Evidence to be provided:

A) Declaration on honor

Each tenderer must sign and submit a declaration, in the form attached as Appendix A-1, certifying that it does not fall into any of the exclusion situations cited under sections 2.3.3.1 and 2.3.3.2 and,

¹ Australia, Austria, Belgium, Canada, Chile, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Israel, Japan, Korea, Luxembourg, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom and United States of America.

where applicable, that it has taken adequate measures to remedy the situation. The European Single Procurement Document (ESPD) as an alternative to the declaration will be accepted.

B) Documentary evidence

Following the notification of award, the selected tenderer shall provide satisfactory evidence that it is not in one of the situations described in sections 2.3.3.1 of the PRAG. As satisfactory evidence for:

- a), c), d) or f) of section 2.3.3.1 (Exclusion criteria from participation in procurement procedures), WCS will accept a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of establishment showing that the requirements are satisfied;
- a) or b) of section 2.3.3.1 (Exclusion criteria from participation in procurement procedures), WCS will accept a recent certificate issued by the competent authority of the State concerned.

Where the certificate is not issued in the country concerned it may be replaced by a sworn/solemn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.

The documents may be originals or copies; however, originals must be made available to WCS upon request.

The date of issuing of the documents provided must be no earlier than one year before the date of submission of the tender. The selected tenderer must certify that the situation has not altered since the date of issue of the evidence.

Appendix A-1

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or	<input type="checkbox"/>	<input type="checkbox"/>

<p>control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in Appendix A (nationality) of the RfT;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 5.4.3 of the RfP;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 5.4.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	



The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

APPENDIX B

WCS CONTRACT TERMS AND CONDITIONS

The selected vendor will be expected to enter into a contract with WCS reflecting its proposal, this RfP, including any written questions and answers, the requirements for performance of this project, substantially in the form below:

10. WILDLIFE CONSERVATION SOCIETY

11. SERVICES AGREEMENT

The following named individual or entity (the “Contractor” or “you”) hereby agrees to provide the services (the “Services”) described below to the Wildlife Conservation Society (“WCS”) in exchange for the fee (the “Fee”) stated below and agrees to comply with the WCS Standard Terms and Conditions for Services Agreements (“Standard Terms and Conditions”) which are attached to this cover sheet (“Term Sheet”). This Term Sheet, the Standard Terms and Conditions, and all other attachments hereto or thereto are incorporated into one agreement (this “Agreement”).

Term Sheet:

1. Name of Contractor: _____
2. Check one: Individual: Corporation: Partnership: Other:
3. Address: _____
4. Telephone: _____ Fax: _____ E-mail: _____
5. *If entity:* Country (for non-US entity) or State (for US entity) of Incorporation : _____
If individual: Country of Citizenship: _____
6. Date of this Agreement: as of _____
7. Services to be performed (*Cross-reference Annex A if more space is needed*): _____
8. Location where Services will be performed: _____
9. Term of Agreement (*date through date*): _____ through _____
10. Fee: *If fee is fixed, list Total Fee:* _____
If fee is variable, list rate: _____ and Total Fee not to exceed amount: _____ Currency _____
11. Payment schedule (*Cross-reference Annex A if more space is needed*): _____
Payments will be made within 45 days of the date of the Contractor’s invoice, once approved.
12. Pay expenses? Yes: No: Total expenses not to exceed: _____
(*If Yes, give detail in Annex A*): _____
13. Required to submit report(s)? (*If Yes, specify detail here or in Annex A*): _____
14. Funding Source(s) other than unrestricted funds: Yes: No: (*If Yes, complete Annex B.*)
15. Insurance: See Paragraph 8 and Annex C for requirements. Approval of Risk Management and Insurance is required to vary requirements. Check here and obtain Risk Management and Insurance signature below if permission has been obtained to vary requirements for this Contractor:
16. Contact Person at WCS: _____ Tel: _____ E-mail: _____
Fax: _____ Address: _____



17. Contractor's Project Manager/Contact: _____ Tel: _____ E-mail: _____
Fax: _____ Address: _____

18. Additional or special conditions or restrictions: Yes: No:

(If Yes, specify relevant provisions in Annex A or include as separate exhibit to the Agreement.)

**Accepted and Agreed:
Wildlife Conservation Society**

By: _____

Name:

Title:

Date:

Cost Center: G/L:

Dept.:

HR Approval (if required):

Name: Date:

If Contractor is an entity:

(Entity's Full Legal Name)

By: _____

Name:

Title:

Date:

If Contractor is an individual:

Name:

Date:



STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENTS

Defined terms in this set of terms and conditions, unless the context requires otherwise, have the same meanings as defined in the Term Sheet or elsewhere in the Agreement. Because this is a standard form, some terms (such as those relating to employees, contractors or agents of the Contractor, creation of computer programs, payment of expenses or presence of Contractor personnel on WCS premises) may not apply in all instances.

1. **Performance of Services.** As an independent contractor, you will be expected to work on your own. You will, however, be expected to confer with WCS, and all your work must meet with the approval of WCS. You agree to perform the Services (i) in accordance with this Agreement, including the attached exhibits (where applicable), and generally accepted professional standards of performance and ethical standards of conduct, and (ii) in compliance with applicable law.
2. **Responsibility.** You are solely responsible for your own health and safety and for taking all appropriate and recommended precautions to safeguard you, your employees, agents and subcontractors during the course of performing Services, including, without limitation, obtaining recommended vaccinations and malaria prophylaxis, if applicable. **Neither WCS nor any of its trustees, officers, employees or other agents is liable to you or anyone related to you, or any of your employees, independent contractors or agents for damages due to illness, injury, or death connected in any manner with this Agreement or arising out of this relationship.**
3. **Compensation; Invoices.**
 - (a) You will be compensated for Services satisfactorily completed in accordance with this Agreement after receipt of acceptable documentation. WCS may withhold payment for deficient performance or breach of this Agreement. Your total compensation for the Services shall not exceed the Total Fee specified herein, except as otherwise approved in advance in writing by WCS, and shall be subject to applicable deductions and withholdings pursuant to Paragraph 4 below. If you are a U.S. citizen or resident, you agree that WCS must receive your completed and signed W-9 form before WCS can make any payments to you under this Agreement.
 - (b) You will submit invoices and/or activity reports for your work, describing the work performed and the agreed upon Fee for Services, in a form acceptable to WCS, to your contact for review and approval. You shall also furnish supporting expense documentation describing the expenses requested to be reimbursed. Payment under this Agreement is subject to WCS's satisfaction with the Services and approval of your invoice and, as applicable, report, deliverable, or other supporting documentation as set forth in Annex A. Payment will be made within forty-five (45) days following the date of your invoice and supporting documentation, once approved unless otherwise expressly agreed in Annex A. Payment will be made by electronic funds transfer, unless otherwise agreed with WCS.
 - (c) Payment by WCS is conditioned upon WCS's receipt and approval of invoices, activity reports or other documentation acceptable to WCS regarding your work and level of effort. If WCS disputes an invoice or documentation or part thereof or if an invoice or documentation is prepared or submitted incorrectly in any respect, WCS shall notify you of the item disputed, specifying the reason therefor. WCS may withhold, from any monies which become payable under the Agreement, the amount that WCS considers is related to the subject of the dispute. On settlement of any dispute, you shall submit an invoice for sums due as agreed. Payments by WCS, including advance payment, if any, shall not be deemed acceptance of the Services or deliverables and you shall promptly refund to WCS payments

made by WCS if WCS rejects the Services or deliverables within 90 days after completion of the Services or submission of the deliverables or if you fail to deliver the Services in compliance with the terms and conditions of this Agreement.

(d) You shall retain financial records, supporting documents, statistical records and all other records pertinent to the Agreement for a period of at least three (3) years from the date of settlement of the final invoice, or for such longer period as WCS may notify to the Contractor in writing. Original records shall be retained; however, copies may be substituted if approved by WCS.

(e) WCS and/or WCS's Funding Source as applicable, shall have the right to audit your relevant books and accounts in relation to items and/or services paid for under the Agreement at any time. You shall refund any incorrect payments made by WCS adjusted in accordance with the findings of said audit. For avoidance of doubt, the following parties shall have timely and unrestricted access to any of your books, documents, papers and other records (both hard copies and electronic) that are pertinent to the Agreement for the purpose of making audits, examinations, excerpts, transcripts and copies: (i) WCS; (ii) the Funding Source; (iii) if the Agreement is funded under a United States Federal award or contract, the Federal agency, the cognizant Inspector General, and the U.S. Comptroller General; and (iv) duly authorized representatives of any of the foregoing parties (including independent accountants engaged for the purpose). This right shall also include timely and reasonable access to your personnel for the purpose of interview and discussion related to the records covered by this Paragraph 3. The rights of access provided for in this paragraph are not limited to the required record retention period, but shall last as long as the records are retained.

4. **Taxes.**

(a) You are responsible for paying all income, corporation, revenue or similar taxes howsoever described, and interest thereon duly assessed on the income, profits and gains accruing to you in the performance of the Agreement. You may be required to pay applicable direct or indirect taxes, charges or duties due in respect of the Services or of any payment made by WCS to you under this Agreement, and are responsible for informing yourself of applicable tax laws. You are also responsible for paying all taxes including income taxes and social security costs assessed, levied or payable against or on account of wages, salaries, or other emoluments, benefits, or deemed benefits paid to your employees, contractors or agents, as applicable. You agree to and hereby do indemnify and defend WCS and its trustees, officers, employees, independent contractors and agents against any claim relating to such taxes and statutory deductions.

(b) If you are a U.S. taxpayer, you will be paid without deductions for income taxes or social security. In such case, even though income tax or social security deductions are not made by WCS, you should be aware that WCS may be obligated by United States Treasury regulations to report total annual amounts paid to you to the Internal Revenue Service for informational purposes.

(c) If the Services are being performed outside the United States, WCS may withhold from the Fee or recover from amounts already paid to you under this Agreement, any income, business, and/or other taxes and charges, including Value Added Tax, that are required to be paid by WCS as the recipient of Services under this Agreement pursuant to applicable law or the rules, orders or directives of any competent taxing authority. Unless otherwise expressly stated in this Agreement, deductions will be made to the Fee as necessary in accordance with this Paragraph 4(c), and WCS shall not be required to make any additional payment or top-up to account for such taxes and charges.

5. **Compliance.** You are responsible for observing and complying with all laws, rules and regulations applicable to your obligations and performance of the Services under this Agreement, including,

without limitation, labor, worker's compensation, environment, safety and health, tax and other requirements. Unless otherwise agreed with WCS in writing, you are solely responsible for obtaining all authorizations, permits, licenses and permissions, including, if applicable, entry visas and work permits, in order to perform the Services. Unless otherwise agreed in writing with WCS, you are solely responsible for the payment of all customs duties, excise duties, occupation and other like taxes assessed or levied with respect to the import and/or export of equipment, material or services in connection with the Services.

6. **Out of Pocket Expenses.** If so provided on the Term Sheet to this Agreement, WCS will reimburse you, at cost and in accordance with WCS's expense guidelines, for all reasonable and necessary out-of-pocket expenses actually incurred by you and directly related to the provision of the Services up to a total designated by WCS, as the case may be. WCS will not be liable for your expenses unless, with each request for reimbursement of expenses, you promptly submit expense documentation evidencing the expenses in a form acceptable to WCS, and in any event not later than thirty (30) days from the termination or expiration of this Agreement. Payment will be made within forty-five (45) days from receipt of Contractor's expense reimbursement request and WCS's acceptance of Contractor's supporting documentation.
7. **Independent Relationship.** Your relationship to WCS under this Agreement is that of an independent contractor. Nothing in this Agreement will be deemed to constitute a relationship of employer-employee, joint venture, partnership, agency, or legal representative between you and WCS for any purpose. Because you are an independent contractor, neither you nor, as applicable, any of your employees, officers, representatives, independent contractors or agents will receive the sick leave, vacation, pension or related benefits associated with regular employment at WCS. Unless authorized in writing, you may not represent or assume to represent WCS or bind WCS in any manner.
8. **Insurance.**
 - (a) **Health and Travel-related Requirements for Individuals.** If you are an individual, you must comply with the insurance requirements listed in Annex C for Individuals, unless exempt from one or more of these requirements as may be set forth in Annex C.
 - (b) **Insurance Requirements for Entities.** If you are a corporation, partnership or other legal entity ("Entities"), you must comply with the insurance requirements listed in Annex C for Entities, unless exempt from one or more of these requirements as may be set forth in Annex C.
 - (c) **Proof of Insurance.** You must furnish proof of insurance reflecting required coverages upon execution of the Agreement and before the performance of Services. If you are an individual, said proof of insurance must include the contact information for the insurance company, the underlying levels of insurance, and emergency contact and beneficiary information.
9. **Termination.**
 - (a) Unless otherwise stated expressly in this Agreement, WCS may terminate this Agreement without cause by furnishing at least 30 days' written notice to you. In such event, you will be paid only for Services actually rendered prior to termination and deemed satisfactory by WCS.
 - (b) If either party breaches any material term of this Agreement, the non-breaching party may give the other party written notice of its intent to terminate this Agreement. If the breaching party does not cure the breach (if it can be cured) within ten (10) business days after receipt of the notice, the non-breaching party may terminate the Agreement immediately. In addition, WCS may terminate this Agreement immediately upon written notice to you (i) upon termination or non-funding of all or part of the Funding



Source for this Agreement, or (ii) upon instruction by the Funding Source (if any) to terminate all or part of this Agreement. Such notice may be given by email and/or fax directed to your contact listed on the Term Sheet, and will be effective when the email and/or fax is received.

(c) You will not incur any additional expenses between the date of notice of termination and the date of termination without the prior written consent of WCS. Upon any termination of this Agreement, the parties will cooperate to bring their relationship to an orderly conclusion.

10. **Conduct.** You are required to comply with WCS policies and procedures to the extent you perform Services at WCS's facilities, on sites under WCS's management or control, using or having access to WCS equipment (including vehicles, boats, and aircraft), or act as WCS's agent. You agree to comply with all directives of WCS regarding conduct on those premises and/or using those facilities, such as safety rules and regulations, and, as applicable, shall instruct your employees, representatives, agents and/or sub-contractors accordingly. WCS will give you notice of such directives. You will also comply with any security restrictions imposed by WCS while performing the Services. You are solely responsible for the safety and conduct of yourself and, as applicable, any of your staff or of any person that you may retain to carry out the Services in this Agreement. WCS shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by you or your employees, representatives, sub-contractors or agents.

11. **Confidentiality.** You warrant that you will maintain in strict confidence Confidential Information (as defined below) to which you have access during the term of this Agreement. You will treat Confidential Information with the same standard of care that you use in maintaining your own Confidential Information, provided that that standard is not negligent. You will use Confidential Information only as is required by this Agreement, and you will not reveal it to a third party without the prior written consent of WCS. "Confidential Information" means information concerning the affairs, activities, research, proposals, projects, employees, members, donors, finances, property or method(s) of operation, trade secrets, know-how and similar information of WCS, its affiliates, as well as any third party and its affiliates with which WCS may collaborate. Confidential Information does not include information which (a) is already known through lawful means to you before disclosure by or on behalf of WCS, (b) after disclosure, becomes generally known to the public through no breach or fault by you, (c) you receive from a third party who is free to make such disclosure without breaching any legal obligation to WCS, (d) you develop independently as evidenced by your own written records, or (e) is required to be disclosed by judicial or administrative process, in which case you will notify WCS of the obligation and cooperate reasonably with WCS's effort to bar or seek a modification of the order.

As applicable, you will advise your employees, directors, officers, representatives, sub-contractors and agents that Confidential Information may be treated only as provided herein and cause such employees, directors, officers, representatives, independent contractors and agents to comply with these requirements.

12. **Intellectual Property.**

(a) Unless otherwise stated expressly in this Agreement, any work developed or performed by you, or materials delivered by you, for WCS is being created at the insistence of WCS and shall be deemed "work made for hire" under applicable law. These materials, whenever and wherever created, are referred to collectively in this Agreement as the "Work" or "Works." You agree that all original Work submitted by you as part of the Services or as part of the process of creating the Work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, programming aids, and deliverables shall be the property of WCS whether or not WCS uses such material. No rights are reserved by you.

(b) Unless otherwise stated expressly in this Agreement, you hereby grant, assign, and convey to WCS all rights, title, and interest in and to the Works, all inventions, works of authorship, and other proprietary data, and all other materials (as well as any U.S. and foreign copyrights, patents, trade secrets, or other intellectual property rights attendant thereto) conceived, reduced to practice, authored, developed, or delivered by you or your employees, agents, consultants, contractors, and representatives either solely or jointly with others, during and in connection with the performance of the Services under this Agreement with WCS. You agree that you will not seek, and that you will require your employees, agents, consultants, contractors, and representatives not to seek, patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works or authorship, proprietary data, or other materials. You agree that you shall do and that you will require your employees, agents, consultants, contractors, and representatives to do, at WCS's expense, all things and execute all documents as WCS may reasonably require to vest in WCS or its nominees the rights referred to herein and to secure for WCS or its nominees all patent, trademark, or copyright protection. Except if or as expressly permitted hereunder, you may not use the Work for any purpose except as needed to carry out the Services without the prior written consent of WCS.

13. **Warranties.** You represent and warrant to WCS that (i) you have the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder, (ii) you, and those performing Services on your behalf, have necessary knowledge, qualifications, licenses, permits, ability and expertise to perform Services set out in this Agreement to the standard of care and technical professional expertise required by WCS, (iii) your entering into this Agreement and performing the Services will not conflict with any agreement between you and any other party, (iv) each of the Works is original and you are the sole author of each of the Works and the owner of all rights assigned in this Agreement to WCS, (v) no part of the Works will defame or libel, or infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party, (vi) any part of the Works or other material(s) furnished but not created by you do not infringe upon or violate any personal or property rights of others and you have the right to furnish such material(s) to WCS, (vii) the media containing any digital program which is included in the Works will be free from defects in material and workmanship and any such computer program will contain no virus or disabling device or content that could interfere with continuous performance of such computer program, (viii) any digital program, database and other element of the Works is fit for the purpose for which it is has been prepared or developed and will be able accurately to recognize, record, present, store, and process data (including dates and date-related data), and (ix) as applicable, you will provide WCS with all source code, programmer documentation, and other materials necessary for WCS to maintain and modify any computer program developed by you under this Agreement.
14. **Indemnification.** Without limiting any of the foregoing indemnities set forth elsewhere in this Agreement, you agree to indemnify and defend WCS and its affiliates, and their respective trustees, officers, employees, independent contractors and agents against any and all third party claims that arise as a result of (a) any act or omission by you or any of your employees, sub-contractors, or agents in or arising out of the performance of this Agreement, (b) any breach of any provision of this Agreement, or (c) any infringement of copyright, trademark or other proprietary rights, violation of privacy rights or publicity rights, and libel or violation of any other law with respect to the Work.
15. **Force Majeure.** You agree to inform WCS without delay of any event(s) that could affect the timely or satisfactory performance of this Agreement and will provide any necessary details regarding the circumstances for a delay or suspension of Services. In the event that circumstances arise that are beyond the control of you or WCS which may significantly delay or prevent performance under this Agreement (“Force Majeure Events”), either party may terminate this Agreement, without penalty or

liability upon written notice to the other party. Examples of Force Majeure Events include Acts of God, acts (including delay or failure to act) of any governmental authority, civil unrest, natural phenomena, including, but not limited to, extreme weather conditions, floods, earthquakes, or epidemics, serious illness of key personnel or any other cause or causes beyond the reasonable control of WCS or you.

16. **Jurisdiction.** Unless otherwise stated expressly in this Agreement, this Agreement shall be governed by the laws of the State of New York, disregarding New York's choice of law rules. However, this paragraph is not intended to modify or affect the applicability of labor and employment laws of the United States or other jurisdictions, which may or may not apply to the professional relationship memorialized in this Agreement based on particular facts and circumstances. The parties hereby agree that, in the event of any dispute, controversy or claim between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions. If not resolved within 60 days of notification of a dispute, and your principal place of business is in the U.S., then the parties hereto consent to the exclusive jurisdiction of any state or federal court located in the State of New York and County of New York empowered to enforce this Agreement and waive any objection thereto on the basis of personal jurisdiction or venue or any other basis. Nothing in this Paragraph 16 shall limit the right of WCS to seek injunctive or other equitable relief in any court of competent jurisdiction and to this extent you irrevocably consent to the non-exclusive jurisdiction of any court having competent jurisdiction over you or your assets for purposes of seeking injunctive and equitable relief. If your principal place of business is outside the U.S., then the parties agree that the dispute, controversy or claim will be settled by binding arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, conducted in the English language before a panel of three (3) arbitrators appointed in accordance with the aforementioned rules. The decision of the arbitrators shall be final and binding upon the parties and their respective successors and assigns.
17. **Government Officials and Employees.** WCS is bound by U.S. laws and regulations that prohibit making corrupt payments, directly or indirectly, to any government official. You hereby represent and certify that, in performing the Services pursuant to this Agreement, you and your directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government. WCS may terminate this Agreement immediately if you fail to comply with the conditions stated in this Paragraph 17.
18. **Preventing Terrorist Financing; Other U.S. Sanctions and Export Controls.**
- (a) WCS is bound by U.S. laws and regulations that prohibit having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror. By entering into this Agreement, you represent, certify and agree that (i) you do not engage in or support, directly or indirectly, acts of terror and (ii) you shall not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) and the United Nations Security Council's ISIL (Da'esh) and Al-Qaida Sanctions List (online at: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). Further, you represent, certify and agree that you are implementing, and over the course of this Agreement will continue to implement, reasonable monitoring and oversight to assure continuing compliance



with these representations, certifications and agreements and that, on request, you will provide documentation of the monitoring and oversight of these efforts. WCS may terminate this Agreement immediately if you fail to comply with the conditions stated in this Paragraph 18. This provision must be included in all subcontracts issued under this Agreement.

(b) All transactions funded under this Agreement shall comply fully with all applicable U.S. economic and trade sanctions, including (without limitation) those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, as well as export restrictions administered by the U.S. Government. Without limiting the generality of the foregoing, you certify and agree that you have not and shall not use any funds or services provided under this Agreement, whether directly or indirectly, to (1) engage in, support, or otherwise facilitate a transaction in which an individual, entity or country designated by OFAC has an interest of any nature whatsoever, direct or indirect, in violation of U.S. law or regulations, including, without limitation, those administered by OFAC; or (2) export or re-export items or purchase items to export or re-export in violation of U.S. law or regulations, including, without limitation, the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce.

19. **Survival.** Upon any termination or expiration of this Agreement, the provisions of this Agreement that by their context are intended to survive the expiration or termination of this Agreement shall survive, including, without limitation Paragraphs 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 16, 19, 20 and 21.
20. **Entire Agreement.** This Agreement (including the Term Sheet and all exhibits attached to this Agreement, all of which are incorporated in and made a part of this Agreement) constitutes the entire agreement between you and WCS and may be altered only by subsequent mutual agreement in writing. WCS represents and warrants that this Agreement has been duly executed on its behalf by its authorized agent or agents. You represent and warrant that this Agreement has been duly executed by you or on your behalf by your authorized agent or agents. The provisions of this Agreement shall be read together and applied in a manner consistent with the purpose of this Agreement to the maximum practicable extent. In the event of any apparent conflict or inconsistency between or among the provisions of the Term Sheet, the Standard Terms and Conditions and any Annex attached to this Agreement, you shall have an affirmative duty to notify WCS and obtain guidance before interpreting them. You agree to be bound by the interpretation determined by WCS and shall be held liable for any interpretation inconsistent with WCS' position if you fail to notify WCS. This Agreement may not be assigned by you without the prior written agreement of WCS, and any purported assignment made in violation of this prohibition will be null and void.
21. **Counterparts.** This Agreement may be executed electronically (i.e., PDF format), by facsimile and in one or more counterparts, each of which shall constitute an original document and all of which taken together will constitute one instrument.



ANNEX A – SCOPE OF SERVICES AND OTHER CONDITIONS

I. Scope of Work [include list of deliverables and deadlines and Budget, if applicable]

II. Payment Schedule

Payments will be made within 45 days of the date of your invoice, once approved. See Paragraph 3(b), Standard Terms and Conditions.

III. Payment Method – Unless otherwise agreed by the Parties, WCS may use any means, including electronic payment

Account information for electronic fund transfers:

Bank Name: _____

Bank Address: _____

Fed ABA#/Routing Code (*For Payments to US Banks Only*): _____

Swift/BIC Code (*For Payments to non-US Banks Only*): _____

Bank Account Number/IBAN: _____

Beneficiary Name: _____

Beneficiary Address: _____

Email Address (*For Payment Notices Only*): _____

Special Instructions (if any): _____

IV. Additional or Special Conditions or Restrictions [for Funding Source conditions or restrictions, see Annex B]

The Contractor shall disclose to WCS any ethical, legal, financial issue and any conflict of interest, real or apparent, and any breach of this Agreement that may arise in the course of the implementation of the Services. The Contractor shall (i) perform the services with due respect for Human Rights principles, obey human rights laws, and respect the cultures, structures and customs of the communities and countries in which it is implementing the Services; and (ii) shall not tolerate any form of human trafficking (i.e., the act of recruiting, transporting, transferring, harboring or receiving a person through use of force, coercion or other means for the purpose of exploiting them) or any form of physical or emotional abuse, sexual abuse, neglect, exploitation or any other activity that could result in harm to the health, safety, survival, development or dignity of any individual. Should the Contractor receive witness or receive a complaint of any harm done to communities or vulnerable groups or individuals in the implementation of the Services, it shall immediately report it to WCS.

ANNEX B – FUNDING SOURCE(S)

I. Funding Source(s):

Name of Funding Source/Donor: European Commission

Title of Agreement: _____

Date of Agreement: _____

Title of Project: _____

If there are any amendments to the funding source agreement, list them here: _____

Check here if there are no amendments:

If the above agreement is a subaward or subcontract, provide the same information as above with respect to the prime award or contract:

Check here if there is no prime award or contract:

If there other funding source(s), provide the same information as above.

Check here if the only funding source is listed above:

II. Funding Source Requirements

The Contractor acknowledges that this Services Agreement (the “Agreement”) is funded, in whole or in part, by the European Union (hereinafter referred to as the “Funding Source”) and that WCS is bound by the terms and conditions of the funding agreement (“Funding Agreement”) between WCS and the Funding Source for the Project (the “Action”). The Contractor agrees to comply with the applicable terms and conditions of the Funding Agreement as if the Contractor was named in place of WCS, including but not limited to the provisions below.

In the event of uncertainty, ambiguity, apparent conflict or inconsistency between or among the provisions the Agreement and its Attachments and additional requirements of the Funding Source, the Contractor shall have an affirmative duty to notify WCS and obtain guidance before interpreting them and the Contractor shall be bound by the interpretation determined by WCS. If the Contractor fails to notify WCS, the Contractor shall be bound by the interpretation determined by WCS.

All communications from the Contractor regarding this Agreement shall be with WCS only. The Contractor shall not communicate directly with the Funding Source in connection with this Agreement unless instructed in writing by WCS.

Article 1 - Data Protection:

1.4. The Contractor must process personal data under this Agreement in compliance with applicable EU and national law on data protection (including authorization and notification requirements). The Contractor shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Agreement and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.

Article 2 - Performance:

1.5. The Contractor shall implement the Services with the requisite care, efficiency, transparency and diligence in line with the principle of sound financial management and with the best practices in the field. The Contractor shall inform WCS of any event likely to affect or delay the performance of this Agreement and of any change in the legal, financial, technical, organisational or ownership situation, name, address or legal representative of the Contractor.

Article 3 - Liability

3.1. WCS and the Funding Source (including their representatives, directors, trustees, officers, employees or agents) cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Contractor while performing this Agreement or as a consequence of the Services. WCS and the Funding Source cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

3.2. The Contractor shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in connection with, or as a consequence of, the performance of the Services or this Agreement. The Contractor shall discharge WCS and the Funding Source (including their representatives directors, trustees, officers, employees or agents) of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Contractor or its employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 3 employees of the Contractor shall be considered third parties.

Article 4 - Conflict of Interest and Code of Conduct 4.1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. 4.2. Any conflict of interests which may arise during performance of this Agreement must be notified in writing to WCS without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it. 4.3. WCS reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary. 4.4. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Agreement, the Contractor shall replace, immediately and without compensation from WCS or the Funding Sources any member of its staff in such a situation.

4.5. The Contractor shall at all-time act impartially and ethically in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Services. It shall not make any commitment on behalf of WCS or the Funding Sources clear to third parties.

4.6. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The Contractor shall also inform WCS of any breach of ethical standards or code of conduct as set in the present Article. In case the Contractor is aware of any violations of the abovementioned standards it shall report in writing within 30 days to WCS.

4.7. The Contractor and its staff shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards (e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour).

4.8 The Contractor or any related person shall not abuse of its entrusted power for private gain. The Contractor or any of its subcontractors, if permitted, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from performing any act relating to the performance of the Agreement or for showing favour or disfavour to any person in relation to the Agreement. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

4.9. The payments to the Contractor under the Agreement shall constitute the only income or benefit it may derive in connection with the Agreement, with the exception of revenue generating activities. The Contractor and its/their staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Agreement.

4.10. The execution of the Agreement shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out documentary or on-the-spot checks they deem necessary to find evidence in case of suspected unusual commercial expenses

4.11. The respect of the code of conduct set out herein constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the Agreement. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions, including exclusion from participation in future contract award procedures.

Article 6 - Visibility

The Contractor may not use the name, logo, and emblem of WCS, and/or the Funding Source unless expressly authorized in advance in writing by WCS. The Contractor may not publish or use any work product resulting from this Agreement, publicize its participation in the Services or the Action without prior written authorization from WCS.

If any such prior authorization is granted by WCS or if WCS expressly instructs the Contractor in writing, the Contractor shall take all appropriate measures as instructed by WCS to (i) credit and acknowledge WCS and/or to (ii) credit and acknowledge that the Services have been funded from the Funding Source as follows (clauses 6.1. through 6.4):

6.1. The Contractor shall all necessary steps to publicise the fact that the European Union has financed or co-financed the Services. Such measures shall comply with the Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission, that can be found at: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en or with any other guidelines agreed between the European Commission and WCS.

6.2. The Contractor shall submit a communication plan for the approval of WCS and the European Commission and report on its implementation.

6.3. In particular, the Contractor shall mention the Services and the European Union's financial contribution in information given to the final recipients of the Services, in its internal and annual reports, and in any dealings with the media. It shall display the European Union logo wherever appropriate.

6.4. Any notice or publication by the Contractor concerning the Services, if permitted, including those given at conferences or seminars, the Contractor shall specify that the Services have been funded with European Union funding. Any publication by the Contractor, if permitted, in whatever form and by whatever medium, including the internet, the Contractor shall include the following statement: 'This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of < the Contractor's name > and can under no circumstances be regarded as reflecting the position of the European Union.'

6.5. The Contractor authorises WCS and the Funding Source to publish its name and address, nationality, the purpose of the Agreement duration and location as well as the amount of the Agreement. Derogation from publication of this information may be granted if it could endanger the Contractor or harm its interests.

Article 16 - Accounts and Technical and Financial checks:

16.1. The Contractor shall keep accurate and regular accounts of the implementation of the Services using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the Contractor's regular system;
- b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
- c) shall enable income and expenditure relating to the Services to be easily traced, identified and verified.

16.2. The Contractor shall ensure that any financial report as required under this Agreement can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Contractor shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

16.3. The Contractor shall allow verifications to be carried out by WCS or any of the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by the Funding Source. The Contractor has to take all steps to facilitate their work

16.4. The Contractor shall allow the above entities to:

- a) access the sites and locations at which the Services are performed;
- b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Services;
- c) take copies of documents;
- d) carry out on-the-spot-checks;
- e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Services.

16.5. Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the European Commission.

16.6. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor authorised by the contracting authority carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

Record keeping

16.7. The Contractor shall keep all records, accounting and supporting documents related to this Agreement for five years following the latest of (i) the payment of the balance or (ii) the termination of the Funding Agreement and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Contractor shall inform WCS and the Funding Source of their precise location.

16.8. All the supporting documents shall be available either in the original form, including in electronic form, or as a copy.

16.9. In addition to the reports mentioned in this Agreement the documents referred to in this Article include:

- a) Accounting records (computerised or manual) from the Contractor's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
- b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
- c) Proof of commitments such as contracts and order forms;

- d) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc;
- e) Proof of receipt of goods such as delivery slips from suppliers;
- f) Proof of completion of works, such as acceptance certificates;
- g) Proof of purchase such as invoices and receipts;
- h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
- i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
- j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
- k) Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff (if the Action is implemented in Europe) analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.

16.10 Failure to comply with the obligations set forth in Article 16.1 to 16.9 constitutes a case of breach of a substantial obligation under this Agreement. In this case, WCS may in particular suspend the Agreement, payments or the time-limit for a payment, terminate the Agreement and/or reduce the payment.

ANNEX C – INSURANCE REQUIREMENTS

For the entire term of the Agreement and at any time the Contractor is providing services to WCS, the Contractor agrees to obtain and maintain insurance as described and in amounts not less than those set forth below, covering Contractor’s operations and those of any subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, in connection with the services provided. Check the boxes as appropriate. Approval from WCS’s Risk Management and Insurance Department is required for any deviations.

INDIVIDUALS: (Natural persons or individuals engaged through a corporation, partnership or other type of entity where that individual is the sole worker at the corporation, partnership or entity) Individuals are required to have the following insurance coverages and to ensure that any subcontractors have the same level of insurance; if a listed exception applies, check the appropriate box:

- Health (coverage provided either by private insurance or, in some jurisdictions, under a national health system)
- Travel Accident insurance with a minimum limit of US\$250,000 (or equivalent local currency), covering Emergency Medical Evacuation and including Repatriation of Remains.
Pre-authorized exceptions (check if applicable):
 1. Local national or legal resident Contractor providing services in-country:
 - a. where services involve no travel (including in-country travel) is not required to have travel, medical evacuation or repatriation of remains insurance coverage (note: health insurance remains required):
 - b. who is covered by national in-country health system or equivalent is not required to have separate health insurance coverage:

CORPORATIONS, PARTNERSHIPS AND OTHER LEGAL ENTITIES (collectively, “ENTITIES”):

Entities are required to have the following insurance coverages and to ensure that any subcontractors have the same level of insurance; if a listed exception applies, check the appropriate box:

- Public/Third Party General Liability
Minimum Limits:
\$ 1,000,000 per occurrence
\$ 2,000,000 aggregate
- Excess/Umbrella Liability
Minimum Limits:
\$ 2,000,000 per occurrence
\$ 5,000,000 aggregate
- Automobile Liability
In accordance with local law.
Pre-Authorized Exception: Contractor’s services do not involve use of their own or leased vehicles or will use WCS vehicles:
- Worker’s Compensation/Employer’s Liability (or equivalent insurance covering employees injured in the course of employment duties)



Limits- Statutory Limits

Employer Liability Limits:

- \$ 1,000,000 – each accident
- \$ 1,000,000 disease – policy limit
- \$ 1,000,000 disease – each employee

- Professional Liability (Errors & Omissions)

Limits: \$1,000,000 per claim

Pre-Authorized Exception: Contractor’s services do not involve professional services (i.e. services requiring specialized training in the arts or sciences, involving the exercise of discretion and judgement, and sometimes requiring professional licenses, such as architects, auditors, engineers and doctors):

- Additional Requirements for Entities:

- All policies will include a waiver of subrogation for the benefit of WCS.
- Wildlife Conservation Society will be included as an Additional Insured under the General Liability, Excess Liability, and Auto Liability policies (unless any such coverage is not required).
- Contractor’s policies shall be primary, and any insurance maintained by WCS is excess and noncontributory.
- Contractor specifically agrees to provide WCS at least 30 days’ notice of any termination, cancellation or material modification of any of the above insurance policies.
- A Certificate of Insurance shall be provided to WCS in advance of the term and sent to:
Wildlife Conservation Society
2300 Southern Boulevard
Bronx, NY 10460
Attn: Risk Management and Insurance Certificate of Insurance Processing
Email: dholtsclaw@wcs.org; lasbaty@wcs.org