



Contract Number:	CBELIZ-010920
Accounting Information –	
Project Name:	FISHERIES CR BELIZE CLIFOS
Project-Award-Activity Number:	P117502 A103618 - DOS CFS LARO 0
Source of funds:	Multi-Bi-Lateral Org. <input type="checkbox"/> US Gov't <input checked="" type="checkbox"/> Private as Gov't Match <input type="checkbox"/> Private Foundation <input type="checkbox"/> Private <input type="checkbox"/>

CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit corporation (“TNC), through the following office:

TNC Business Unit:	Belize Country Office
Contact:	James Foley, Fisheries Specialist
Address:	4245 North Fairfax Drive, Suite 100 Arlington, VA 22203
Telephone:	(501) 822-0274
Email Address:	james.foley@tnc.org

and the following person or entity (“Contractor”):

Name of Contractor:	Blue Ventures Conservation
Contact:	Jennifer Chapman, Legal Representative
Address:	Level 2 Annex, Omnibus Business Centre, 39 - 41 North Road London, N7 9DP, United Kingdom
Telephone:	+44 (0) 20 7697 8598

1. **Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the “Services”), in accordance with the “Standard Terms and Conditions” attached as **Exhibit B** and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. In the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, including any other Exhibit or Attachment, such other terms will control. If any of the Services are to be performed on property that is not owned by Contractor or TNC, Contractor must obtain the property owner’s permission before entering upon such property. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.

2. **Payments.** TNC will compensate Contractor for the Services as follows:

- (a) **Contract Fee.** For all of the Services, TNC will pay Contractor a fixed fee (the “Contract Fee”) of **USD** _____ in accordance with the terms of Exhibit A, which is inclusive of VAT, if applicable, as well as any other applicable taxes.
- (b) **No Expense Reimbursement.** Unless explicitly stated otherwise in this Contract, Contractor will not be reimbursed for any expenses it incurs in performing the Services. Furthermore, TNC shall not pay any expenses to third parties on behalf of the Contractor.


(c) Invoices and Payments. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice summarizing the work performed during the invoice period. Invoices will be subject to review and approval by TNC and TNC may deny payment of requests received more than sixty (60) days after the final deadline for completion of the Services. TNC will make all payments by wire transfer. Any applicable currency conversion will be calculated at market rates at the time of payment.

3. **Contract Commencement and Expiration**. Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than **August 31, 2020** or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Exhibit A** may be extended only with TNC's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by TNC has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided herein.


4. **Additional Terms and Conditions**. This Contract is further subject to the additional terms and conditions set forth in the Attachments selected below:

- Additional Service Terms and Conditions Attachment
- Government Laws and Regulations Attachment
- Private Funder Terms and Conditions

BLUE VENTURES CONSERVATION

By: 
Name: Jennifer Chapman
Title: Legal Representative
Date: 25 February 2020

THE NATURE CONSERVANCY

By: 
Name: Julianne Stockbridge
Title: Belize Legal Representative
Date: 22 February 2020

DESCRIPTION OF SERVICES**A. SCOPE OF WORK**

Contractor shall designate one of its employees to serve as the Belize Spiny lobster Fishery Improvement Project (FIP) Coordinator who shall provide detailed coordination among all FIP stakeholders to move the various elements of the Belize Spiny lobster FIP + FDM (Fishery Development Model) workplan forward. Contractor shall work closely with TNC Belize and Future of Fish (FoF) to progress, track, and report on all elements of the workplan described herein and associated budget, including:

- Provide local ongoing support to FIP participants in execution and coordination of their tasks within the FIP work plan, including fishers, NGOs, government, cooperatives, as well as FIP Taskforces and FIP Steering Committee.
- Ensure effective internal and external communications that support FIP implementation, serving as intermediary between FIP Steering Committee and Taskforces.

B. SERVICES & WORK PLAN

1. Support for FIP stakeholders and steering committee					
Objectives	#	Services	Measures	Contract Deliverables	Deadline
Provide local ongoing support to FIP participants in execution and coordination of their tasks within the FIP work plan, including fishers, NGOs, government, cooperatives, as well as FIP Task Forces and FIP Steering Committee	1.1	Organize, arrange logistics for, and attend FIP Steering Committee meetings; work with TNC to review and disseminate minutes to SC members.	FIP Steering Committee meetings held on schedule and attendance is assured through adequate communication and planning.	Deliverable 1(a): Photos, attendee lists, key action items from FIP SC Meetings	Ongoing through 15th August 2020
	1.2	Present a proposed task force structure and assignment process to Steering Committee re. membership, roles and coordination mechanisms of Task Forces.	Task force structures and ToRs presented, approved by Steering Committee	Deliverable 1(b): PowerPoint presentation of Task Force structures and ToRs	5th March 2020
	1.3	Outreach to assigned Task Force members re: structure, membership and roles and coordination mechanisms of Task Forces (remotely)	Task Forces created, schedule for Task Force Co-design Workshop established.	Deliverable 1(c): Task Force Co-design Workshop scheduled	5th March 2020
	1.4	Create organization-specific sub-work plans and distribute to signed FIP participants within each Task Force (remotely). Follow-up calls to ensure they clearly understand how their activities fit in the wider context of the FIP work plan.	FIP participants have reviewed and understand their roles in the FIP work plan, in readiness for relevant task force meetings.	None	23rd April 2020

	1.5	Facilitate Task Force Co-Design Workshop 1st-2nd April to critically review Task Force and organization-specific sub-work plans with participants and create realistic and agreed implementation strategies with estimated budgets.	Task Forces' work plans and implementation proposals collated and presented to Steering Committee for review and approval. Task Forces will present their presentations to the Steering Committee members present during the co-design workshop.	Deliverable 1(d): Task force work plans, Task Force Co-Design Workshop attendee lists, minutes, photos.	30th April 2020
	1.6	At Task Force Co-Design Workshop, facilitate Task Force breakout groups to identify and collate gaps in participation, and economic/human resource gaps for existing participants; present to Steering Committee to determine appropriate measures.	Presentation on gaps and proposed solutions to Steering Committee. Solutions discussed and relayed back to Task Force leads.	Deliverable 1(e): Signed Task Force Membership Agreements for all Task Forces; Presentations on gaps and proposed solutions.	30th April 2020
	1.7	Develop an awareness of appropriate funding opportunities to support budget needs and other gaps in FIP activities, bringing these to attention of relevant Task Forces, aiding them in aligning their funding proposals to enable them to produce competitive proposals.	Task Forces aware of appropriate funding opportunities; Task Forces have produced funding proposals that are aligned with these opportunities.	Deliverable 1(f): Presentations of potential opportunities to Task Forces. Minutes, photos, attendee lists of Task Force meetings.	Task Force presentation - 4th SC Meeting - 18th June 2020 Report of findings - 15th August 2020
	1.8	Support Task Forces to ensure regular meetings, implementation of Task Force work plans and track budgets, as described in Section 2.6.	Task Forces implementing Task Force work plans and tracking budgets effectively.	Deliverable 1(g): Quarterly Task Force reports indicating progress with implementation and budget tracking.	15th August 2020
	1.9	Organize and attend FIP Participant AGM in August 2020 - establish agenda, presentations on implementation, budgets, successes, challenges etc.	FIP participants aware of progress made by each Task Force in implementing their respective activities.	Deliverable 1(h): Minutes, photos, attendee lists, key action items, Presentation on FIP coordination progress.	15th August 2020
2. Project communication					
Objectives	#	Services	Measures	Contract Deliverables	Deadline
Ensure effective internal and external communications that support FIP implementation,	2.1	As member of Communications Task Force, assist with development of internal Communications Strategy.	Presentation of conceptual communications strategy for consideration by Communications Task Force and for approval by Steering Committee.	Deliverable 2(a): PowerPoint presentation of conceptual Communications Strategy	5th March 2020

serving as intermediary between FIP Steering Committee and Task Forces.	2.2	To prompt, collate and organize work plan-specific queries from FIP participants and relay to appropriate Task Forces (or Steering Committee if necessary), and sharing feedback.	Task Force meeting minutes detailing queries and feedback loops.	None	Ongoing through 15th August 2020
	2.3	Facilitate an engagement strategy for previously unengaged named FIP participants to the FIP process.	Previously unengaged named FIP participants are signed onto the FIP Participant Agreement and Communications Policy as appropriate and integrated into relevant Task Forces. Task Forces will submit signed agreements to FIP Coordinator.	None	30th April 2020
	2.4	As a member of Marketing & Finance Task Force, assist with development of internal budget tracking strategy.	Presentation of overall budget tracking strategy created by Marketing & Finance Task Force and presented to Steering Committee for their consideration.	Deliverable 2(b): Presentation of budget tracking strategy.	30th April 2020
	2.5	Establish branding guidelines and templates for internal and external communications	Branding guidelines presentation to Steering Committee and Task Forces. All FIP participants have access to and adhering to branding guidelines.	None	27th February 2020
	2.6	Track and review (during task force meetings) ongoing expenses through development and upkeep of Task Force budgets.	Task Force budgets continuously up to date.	Deliverable 2(c): End-of-contract budget report (as part of Section 1.8)	15th August 2020
	2.7	As a member of the Communications Task Force, prepare and submit FIP progress updates and support the Communications Task Force to hold quarterly FIP stakeholder virtual summits, as per the Communications Strategy.	FIP stakeholders and participants aware of FIP progress. Quarterly FIP stakeholder virtual summits occurred and documented by Communications Task Force.	Deliverable 2(d): Quarterly 2-page glossy newsletter summarizing key activities & accomplishments. Monthly FIP progress updates - internal to FIP participants	Ongoing Monthly & Quarterly through 15th August 2020
	2.8	Actively solicit best practices and ideas from other FIPs globally, including BV lessons learned in Madagascar Octopus FIP, to cultivate generation of new ideas.	Present best practices and ideas to Task Forces/Steering Committee as appropriate for integration into Belize FIP.	None	Ongoing through 15th August 2020

	2.9 Development of project progress database as central repository of reporting materials for Fisheryprogress.org and other reporting purposes. Preparation and submission of FIP progress updates to Fisheryprogress.org	FIP progress updates organized in central database repository, and uploaded to Fisheryprogress.org	Deliverable 2(e): Central database repository Fisheryprogress.org up to date	As per specific activity deadlines in FIP work plan through 15th August 2020
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* For all photos where there are identifiable individuals, the Contractor shall obtain the individuals' signature on the photo release form found in Exhibit D.

C. PAYMENT SCHEDULE

TNC shall pay the Contractor in accordance with the following schedule:

1. **USD** _____ upon the signature of the Contract by both Parties and TNC's acceptance of Contractor's invoice. This is an advance payment for the successful completion of the Services. In the event the Contractor fails to complete the Services, it shall return any unearned portions of the advance to TNC.
2. **USD** _____, upon receipt and approval by TNC of Deliverables 1(b), 1(c), 1(d), 1(e), 2(a) and 2(b) as well as TNC's acceptance of Contractor's invoice.
3. **USD** _____ upon receipt and approval by TNC of Deliverables 1(a), 1(f), 1(g), 1(h), 2(c), 2(d) and 2(e) as well as TNC's acceptance of Contractor's invoice.

[End of Exhibit A]

STANDARD TERMS AND CONDITIONS

1. **Conflict of Interest Determination.** Contractor represents that to the best of its knowledge the information it has provided on TNC's Disclosure Form, attached herein as Exhibit E, now or up to two years prior to the commencement date of this Contract, is true and correct.
2. **Independent Contractor.** The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party. Contractor and its employees are not entitled to any benefits that TNC provides to its employees. Each party confirms it is acting on its own behalf and not for the benefit of any other person or entity.
3. **Performance of Work.** Contractor represents that it is qualified and willing to perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
4. **Assignment; Subcontract.** Contractor may not assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be withheld in TNC's sole discretion. TNC's consent to the use of a particular subcontractor or subcontractors may be provided to Contractor by email. Contractor is responsible for the complete performance of the Services notwithstanding the use of any permitted subcontractors or work performed by anyone else under Contractor's direction or control.
5. **Termination.** TNC may, in its sole discretion, terminate this Contract at any time upon two weeks' notice to Contractor. Upon receipt of such notice, Contractor must cease all work immediately and TNC will pay Contractor for any Services satisfactorily completed, as determined by TNC, as of the termination date. If Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if TNC determines at any time that the Services cannot be performed in accordance with applicable law or TNC's policies or operating procedures, then TNC may immediately terminate this Contract by notice to Contractor. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under applicable law, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages. Regardless of the reason for termination under this Section, any advance payments by TNC for Services not satisfactorily completed by Contractor as of the date on which Contractor receives notice of termination must be promptly returned to TNC.
6. **Liability and Indemnification.** Contractor acknowledges that it is entering into this Contract and performing the Services entirely at its own risk. To the fullest extent allowable under applicable law, Contractor agrees to indemnify and hold TNC, its employees and its affiliates harmless from and against all claims and all direct, indirect or consequential liabilities (including, without limitation, loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by, TNC as a result of or in connection with the following:
 - A. any alleged or actual infringement, whether or not under U.K. law, of any third party's Intellectual Property Rights (as defined in Section 8) or other rights arising out of the use or supply of any products of the Services [as specified in Exhibit A];
 - B. any claim against TNC made by any third party to the extent that such liability, loss, damage, injury cost or expense was caused by, relates to or arises from Contractor's provision of the Services;
 - C. any actual or alleged claim by any employee of Contractor against TNC on the basis that, notwithstanding anything in this Contract to the contrary, such employee is an employee of TNC; and/or
 - D. Contractor's breach, negligence, failure or delay in performing the Services.

The provisions of this Section will survive the expiration or earlier termination of this Contract.

7. Insurance. Before commencing any work under this Contract and throughout the term of this Contract, Contractor must have and maintain Professional Indemnity Insurance in an appropriate amount and if requested by TNC must produce evidence that such cover is in effect.

8. Intellectual Property Rights.

- A. For purposes of this Contract, "Intellectual Property Rights" means any and all registered and unregistered copyrights, patents, design rights, database and compilation rights, names, brands, logos, trademarks, service marks, trade names and domain names (and in each case, related goodwill), trade secrets and other intellectual property rights, howsoever arising and in whatever media, and any applications for their protection or registration and all renewals and extensions thereof, anywhere in the world.
- B. Contractor hereby assigns to TNC, by way of a present and future assignment, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in any reports, studies, photographs, software, drawings, designs, writings or other works or documents produced under this Contract, in any medium, along with all drafts, versions and other material created in whole or in part in connection therewith (collectively, the "Works").
- C. At its own expense, Contractor shall, and shall use all reasonable endeavors to ensure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract, including securing for TNC all right, title and interest in and to any Intellectual Property Rights and all other rights assigned to TNC in accordance with subparagraph "A." above.
- D. Contractor shall obtain waivers of any moral rights in the Works to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- E. Upon request from TNC, Contractor shall deliver to TNC (i) all tangible copies (including digital copies) of any Works, supporting data or material not delivered to TNC as part of the Services, and (ii) any further documentation of TNC's ownership or other rights in and to the Works as provided herein. Contractor may use the Works, supporting data and material only with the prior written approval of TNC, and any such use shall include an acknowledgment that the material used is the property of TNC.
- F. Contractor warrants and covenants to TNC that the Works are original to Contractor and that Contractor will not infringe any Intellectual Property Rights of others in performing the Services. Contractor agrees to indemnify and hold harmless TNC and its affiliates and representatives from and against any and all demands, claims, damages, losses, and expenses, including legal fees, arising out of or resulting from any action by any third party against TNC or its affiliates or representatives arising from the infringement or alleged infringement of the Intellectual Property Rights or relating to the Works, supporting data or materials.

9. Use of TNC Name and Logo. Contractor may not use TNC's name, logo or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to the extent reasonably necessary in order to perform the Services; (b) in order to deliver invoices or other notices to TNC; and (c) if and to the extent otherwise explicitly stated in this Contract.

10. Confidential Information; Materials supplied by TNC; Data Protection.

- A. For purpose of this Contract, "Confidential Information" means all confidential information, data, drawings, experience, concepts, trade secrets and know-how whether or not recorded in documentary form or in any medium relating to the previous, current and future business affairs of TNC which is directly disclosed to Contractor by TNC or any person authorized by TNC, whether orally or in writing and whether before or after the date of this Contract or which is marked as confidential and directly or indirectly acquired by Contractor from TNC or any person authorized by TNC for this purpose, and shall include, without limitation, confidential information or data relating to TNC's products, design methodology, evaluation methodology and criteria, manufacturing processes and related equipment, suppliers, Companies, business plans and financial situation and any notes, memoranda, summaries, analyses, derivatives, compilations or any other writings relating thereto prepared by TNC or on its behalf.
- B. In performing the Services, Contractor might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating to TNC and its programs that are intended for internal use only. Contractor may not, without TNC's prior written consent, use, publish, or divulge any such information to any person, firm, or corporation, or use it in any advertising or promotion regarding Contractor or Contractor's

services, unless (i) otherwise specified in this Contract, (ii) required to do so by law or by a court of competent jurisdiction, or (iii) such information becomes part of the public domain. Contractor must return to TNC promptly upon completion of the Services any and all TNC confidential information Contractor has in its possession.

D. Any materials, equipment, tools, drawings, specifications and data supplied by TNC to Contractor under this Contract will be and remain the exclusive property of TNC. Contractor must keep all such materials in good and safe condition until returned to TNC.

E. Each party will comply with its obligations under the General Data Protection Act of 2018.

11. Taxes. Contractor is responsible for filing and payment of any income taxes and national insurance and other similar contributions or taxes which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable by TNC under this Contract. Contractor shall also be responsible for all filings related to VAT.

12. Compliance with Laws. Contractor represents, warrants and agrees that:

A. Contractor can lawfully work in the country or countries in which the work under this Contract will be performed;

B. Contractor will obtain at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits, or licenses required for Contractor's services under this Contract;

C. Contractor will comply with all applicable laws and regulations, including but not limited to all laws and regulations in the country or countries in which it works and all applicable anti-bribery or anti-corruption laws and regulations, including but not limited to the General Data Protection Act 2018, the UK Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and any similar or equivalent laws in any jurisdiction ("**Applicable Laws**"). Contractor will not take any actions that might cause TNC to be in violation of any Applicable Laws and will have in place and maintain its own policies and procedures to ensure its compliance with all Applicable Laws;

D. If Contractor is an individual person: (i) Contractor is not a Government Official or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official; (ii) in performing any activity in connection with this Contract, Contractor: (a) will not pay, give, or authorize the payment or giving of, any money or anything of value to any Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of TNC in any respect, and (b) will not pay, give or authorize the payment or giving of any money or anything of value to any third party knowing or having reason to know that such third party will in turn give all or any portion of the payment or the item(s) of value, directly or indirectly, to a Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of TNC in any respect; (iii) Contractor will promptly notify TNC in writing if, during the term of this Contract, Contractor (a) becomes a Government Official, or (b) receives a request to take any action which would or might violate its obligations under this section; and (iv) Contractor has not made or authorized any payment, gift or transfer prohibited in subparagraph (D)(ii) above, and (b) has not been accused of, indicted for, or convicted of, making or authorizing any payment, gift or transfer prohibited in subparagraph (D)(ii) above;

E. If Contractor is a corporate or other legal entity: (i) none of its directors, officers, employees or agents is a Government Official or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official, and that no Government Official is, directly or indirectly, an owner of or investor in Contractor; (ii) in performing any activity in connection with this Contract, neither Contractor nor any of its directors, officers, employees, agents, owners or shareholders will: (a) pay, give, or authorize the payment or giving of, any money or anything of value to any Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of TNC in any respect, or (b) pay, give or authorize the payment or giving of any money or anything of value to any third party knowing or having reason to know that such third party will in turn give all or any portion of the payment or the item(s) of value directly or indirectly to a Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of TNC in any respect; (iii) Contractor will promptly notify TNC in writing if, during the term of this Contract (a) any director, officer, employee, or agent of Contractor or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of any of the foregoing becomes a Government Official, (b) any Government Official becomes, directly or indirectly, an owner of or investor in Contractor, or (c) Contractor receives a request to take any action which would or might violate its obligations under this Section of the Contract; and (iv) neither Contractor nor any of its directors, officers, employees, agents, owners or shareholders (a) have made or authorized any payment, gift or transfer prohibited in subparagraph

(E)(ii) above, or (b) have been accused of, indicted for, or convicted of, making or authorizing any payment, gift or transfer prohibited in subparagraph (E)(ii) above; and

- F. Anyone assisting Contractor with performing the Services (e.g., permitted subcontractors) will sign a written agreement containing the same or equivalent representations, warranties and agreements as those contained in this Section, and Contractor shall be directly liable to TNC for any breach thereof by such other parties.

For purposes of this Contract, a "Government Official" includes any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

- 13. Limitation of third-party rights.** Persons who are not party to this Contract shall have no rights under the *Contracts (Rights of Third Parties) Act 1999* (the "Act") to enforce any term of this Contract. This provision does not affect any right or remedy of any person that exists or is available otherwise than pursuant to the Act.
- 14. Preventing Terrorist Financing - Implementation of E.O. 13224.** Contractor must 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 (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the U.N. Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- 15. Notices.** Any formal notice, request, or demand made by one of the parties pursuant to this Contract (each, a "Notice") must be in writing and given to the respective named contact above by at least one of the following delivery methods: (a) in person, (b) certified mail (return receipt requested, postage prepaid), (c) nationally recognized next day delivery service, or (d) electronic mail ("email"). A Notice will be deemed given: (1) immediately, if delivered in person; (2) if sent by certified mail, on the earlier to occur of: (i) the date of first attempted delivery; or (ii) the third business day after being deposited in the mail; (3) if sent by next day delivery service, on the following business day; and (4) if sent by email, on the date it is transmitted, unless the transmission is completed on a non-business day or after 5:00 p.m. in the recipient's time zone, in either of which cases it will be deemed given on the next following business day.
- 16. Binding Effect; Amendments.** This Contract will become binding when signed by both parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire agreement between the parties relating to the activities described in this Contract. No amendment will be effective except in writing signed by both parties.
- 17. Governing Law.** This Contract and claims relating to this Contract, whether based on contract, tort, or other law, will be interpreted, construed and governed by the laws (excluding choice of law provisions) of the country in which the TNC Business Unit set forth on the first page of this Contract is located, and such other U.K. laws as are applicable.
- 18. Jurisdiction.** Each party irrevocably agrees that the courts of the country in which the TNC Business Unit set forth on the first page of this Contract is located shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including, without limitation, non-contractual disputes or claims).
- 18. Arbitration.** Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be [one/three]. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England. The parties agree that in so far as any provision contained in the LCIA Rules relates to the nationality of any arbitrator(s) (including, for the avoidance of doubt, Article 5.5 and Article 6 of the current version of the LCIA Rules), that provision, or relevant part of that provision is to be excluded.
- 19. Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under applicable law.

- 20. Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
- 21. Counterparts; Facsimile Signatures.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete agreement between the parties. Facsimile or scanned signatures on this Contract and any related documents (other than those to be recorded, if any), and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract.

[End of Exhibit B]

ADDITIONAL TERMS AND CONDITIONS - CLIFOS

This Contract is entered into by and between the Parties under a Project between TNC and U.S. Department of State Grant Award Number S-LMAQM-16-GR-1290. Although the funds to be used under this Contract will come ultimately from U.S. Department of State, Contractor acknowledges that U.S. Department of State is not a party to this Contract and shall have no obligations directly to Contractor. Notwithstanding the above, Contractor shall be subject to and shall comply with the terms and conditions contained in this Exhibit.

1. **Confidential Information.** Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy shall be regarded as confidential. Additionally, TNC requires written advanced notice of at least 45 calendar days of the Contractor's intent to release findings of studies and research which contain confidential information and have the possibility of adverse effects.
2. **Financial Management System (FMS) Requirements.** Contractor must adhere to the Code of Federal Regulations (2 CFR 200, Subpart D) standards for financial management systems including, but not limited to, methods for making payments; rules for satisfying cost sharing and matching requirements; accounting for program income; budget revision approvals; conducting audits; determining allowability of costs; and establishing the availability of funds.
3. **Acknowledgement.** Any work product resulting from the Contract must (a) acknowledge the support of TNC and the U.S. Department of State, (b) include the TNC logo and the standard rectangular U.S. flag in a size and prominence equal to (or greater than) any other logo or identity, and (c) include a disclaimer of official endorsement as follows: "This [*insert description of work product (ex. "article")*] was funded by The Nature Conservancy and the United States Department of State. The opinions, findings and conclusions stated herein are those of the author(s) and do not necessarily reflect those of The Nature Conservancy or the United States Department of State." Contractor must ensure that this disclaimer is included on all brochures, flyers, posters, billboards, reports or other products that are produced under the terms of the Contract.
4. **Travel.** All domestic and international air transportation under the Contract must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extent that service by those carriers is available.
5. **Certification Regarding Lobbying.** Contractor agrees that none of the funds provided under this Contract shall be used to lobby for or against abortion. Contractor further certifies that:
 - a) No U.S. Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any U.S. federal contract, the making of any U.S. federal cooperative agreement, the making of any U.S. federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any U.S. federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than U.S. federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c) Contractor shall include this certification in any subcontracts or other agreements under this Contract.
6. **Section 504 of the Rehabilitation Act.** Contractor may not discriminate against, exclude from participation, or deny any benefits of the Contract to any individuals solely because of his/her disability. Contractor must

provide programs and services in a manner that does not discriminate based on the individual's disability and ensures equal access and opportunity for people with disabilities. An individual with disability means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such impairment.

7. **Faith-Based and Community Organizations.** Contractor may not discriminate against any individuals or groups based on religion or belief. Accordingly, in providing services supported in whole or in part by this Contract, or in its outreach activities related to such services, Contractor may not discriminate against current or prospective beneficiaries based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Unless specifically authorized by the TNC, entities that engage in explicitly religious activities, including activities that involve overt religious content such as **worship, religious instruction, and proselytization**, must perform such activities and offer such services at a different time or location from any programs or services directly funded by this Contract, and participation by beneficiaries in any such explicitly religious activities must be voluntary. Faith-based organizations shall not be discriminated against based on their religious character of affiliation and shall be eligible to receive benefits under this Contract.
8. **Religious Persecution.** Contractor must ensure that its personnel takes into account in the work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.
9. **Prohibition on Abortion-Related Activities.** Contractor agrees that none of the funds provided by this Contract shall be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.
10. **Minority Business Participation, Executive Order 12432.** If subcontracting is permitted, Contractor is encouraged to utilize minority business enterprises in the performance of the Contract. When contracting for any supplies, services, research, or construction under this Contract, Contractor must make its best efforts to solicit bids, proposals, or quotations from minority business enterprises.

A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: African-Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans.

11. **Trafficking in Persons.** Contractor must inform TNC immediately of any information it receives from any source alleging a violation of one of the following prohibited activities. Contractor must include this clause in all subcontracts paid with these Contract funds. Contractor may not:
 - i. Engage in severe forms of trafficking in persons during the Contract Term;
 - ii. Procure a commercial sex act during the Contract Term; or
 - iii. Used forced labor in the performance of the Contract.
12. **Anti-Terrorism.** Contractor should be aware of Executive Order 13224 and the names of the individuals and entities designated thereunder. A list of these names can be found in the exclusions section of the SAM.gov. The website is: <http://www.sam.gov>. Contractor is reminded that U.S. Executive Order and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

- 13. Accounts and Records.** Contractor agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Contract funds (collectively the "Records") to the extent and in such detail as will properly reflect all costs and expenses under this Contract. The Records shall be maintained for a period of three years after the expiration of the Contract Term. Contractor shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Services for inspection, review and audit by TNC and U.S. Department of State, and their authorized representatives.
- 14. Non-Discrimination.** Contractor agrees to abide by U.S. laws with regards to non-discrimination against U.S. citizens or legal residents employed using Contract funds.
- 15. Debarment and Suspension.** The non-Federal entity certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this award.

[End of Exhibit C]



**GENERAL CONSENT AND RELEASE
FOR USE OF
PHOTOGRAPHS AND VIDEOS**

Date: _____ Location: _____

Photographed: _____

I, the undersigned, hereby grant to The Nature Conservancy, its affiliates and their respective successors, assigns, agents, and licensees, on behalf of myself and any minors named below, the irrevocable and perpetual right to record and use, as The Nature Conservancy may desire in its sole and absolute discretion, all recordings and reproductions or depictions of my name, likeness, voice, persona, words, actions, and/or biography, which The Nature Conservancy may make, including without limitation, the right to use such recordings, reproductions, or depictions in or in connection with the production, exhibition, distribution, and exploitation of a commercial(s), training video(s), or still photography for any legitimate purposes, including for advertising, publicity, trade and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world.

I hereby release, indemnify and hold harmless The Nature Conservancy and its officers, directors, agents and employees from any and all claims that I may now or hereafter have against any of the aforementioned parties arising out of or in connection with such uses, including without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation, and any other personal and/or property rights or any other rights of any kind. I, and the minor named below (if applicable), agree that we shall have no right of approval, no claim to any further compensation, and no claim arising out of the use, alteration, distortion or illusionary effect or use in any recording or broadcast of my name, likeness, voice, persona, words, actions, and/or biography. I acknowledge that The Nature Conservancy is proceeding with the production, distribution and exploitation of the materials in reliance upon and induced by this release.

I acknowledge that all of the above rights are granted without any restriction or reservation of any kind or nature whatsoever and without any right to enjoin or interfere with the production, distribution, or exploitation of the content. I represent that I am at least 18 years old and have the legal authority to execute this release. All of the rights granted above are assignable by The Nature Conservancy to any third party without restriction. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Print Name:	Telephone:
Address:	Signature:
	Signature Date:

IF SUBJECT IS NOT OF LEGAL AGE: I represent that I am the parent/guardian of the below-named person. I hereby consent to the foregoing in my own behalf, and on his/her behalf, relinquish and assign all rights, title and interest, if any, in said videos, and release, indemnify and hold harmless The Nature Conservancy and its officers, directors, agents and employees from any and all claims which may result at any time by reason of their use. This release shall be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.

Print Minor's Name:	Print Parent/Guardian Name:
Parent/Guardian Address:	Parent/Guardian Signature:
Parent/Guardian Telephone:	Parent/Guardian Signature Date:

[End of Exhibit D]