



WORLD  
RESOURCES  
INSTITUTE

# Proposal Submission Request for Consulting Firms

Process No. *CF-04*

Operation: *Proyecto "Uso de Soluciones Basadas en la Naturaleza para Mejorar la Resiliencia a Eventos Climáticos Extremos en la Región Atlántica de Centroamérica" o REFORES*

Hiring Entity: *World Resources Institute (WRI)*

Country: *BELIZE*

Issuance on: *August 5th, 2025*

## Section 1. Invitation Letter

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### **“Development and implementation of a methodology to qualitatively and quantitatively assess the involvement of local stakeholders in restoration and adaptation in Belize, through a local organization”**

*Formally: Desarrollo e implementación de metodología para evaluar cualitativa y cuantitativamente el involucramiento de actores locales en restauración y adaptación en Belize, a través de una organización local*  
N.º - CF-04

**July 28, 2025**

The *World Resources Institute (WRI)* (hereinafter referred to as "the Borrower") has received resources from the Central American Bank for Economic Integration (hereinafter "CABEI" or the "Bank") to implement the Project *"Use of Nature-Based Solutions to Increase Resilience to Extreme Climate Events in the Atlantic Region of Central America"* or REFORES.

The *World Resources Institute (WRI)*, the implementing agency of the Contractor, intends to use a portion of the proceeds of this project to make eligible payments under the Contract for which this Request for Proposal is issued, for which the Borrower invites you to submit proposals to provide the following consulting services for "Development and implementation of methodology to qualitatively and quantitatively evaluate the involvement of local actors in restoration and adaptation in Belize, through a local organization." Further details on the services required are provided in the Terms of Reference.

1. A firm will be selected in accordance with the Qualifications Comparison method for consulting firms established in Norms for the Application of the Procedures for the Procurement of Goods, Works, Non-Consulting and Consulting Services, which can be found at the following website: <https://adquisiciones.bcie.org/en/policies-and-norms/procurement-policies-and-norms>.
2. The Borrower makes available to all interested parties all the documentation related to this process: Terms of Reference, Evaluation Criteria, Proposal Forms, Contract Model necessary for the preparation of the proposal. This information will be available at no cost:

**For download:** <https://initiative20x20.org/adaptacion-Belize>

3. The deadline for making inquiries or **requesting clarifications is until August 21, 2025, 5:00 p.m.** (official time of the Republic of Belize-6 UTC). Clarifications will be posted on **August 22, 2025**, on: <https://initiative20x20.org/adaptacion-Belize>
4. Consulting firms are invited to express their interest in submitting the requested services for which they must send the proposal no later than:

**a) Date: September 3, 2025**

**b) Time: before 17:00 hours (official time of the Republic of Belize-6 UTC)**

**c) Address: [Initiative20x20@wri.org](mailto:Initiative20x20@wri.org)**

**d) Submission through other channels will result in the proposal being rejected.**

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## **Section 2. Terms of Reference**

### **2.1 Introduction**

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The World Resources Institute (WRI) is a global technical organization that turns big ideas into action: We make links between environmental conservation, economic opportunity, and human well-being.

Founded in 1982, WRI has nearly 1,800 employees worldwide, with national offices in Brazil, China, Colombia, India, Indonesia, Mexico and the United States and regional offices in Africa and Europe.

We work on various issues to achieve systemic change globally and in focus countries, such as Cities, Climate, Energy, Natural Resources, Food, Water and the Ocean. We strengthen the impact of our programs by analyzing and designing solutions with governance, finance, business, economics, and gender perspectives.

We work with leaders and decision-makers to trigger actions, policies, and projects. We scale our actions through knowledge management, capacity building, and public advocacy. We measure, transform, and scale.

This Terms of Reference document is the property of WRI, and its contents may not be reproduced by mechanical or electronic means or redistributed without the consent of the Institution.

Reciprocally, WRI agrees not to disclose, copy or disclose the information provided by bidders in response to this public bidding.

These Terms of Reference do not oblige any natural or legal person to submit a proposal. In the same way, the submission of proposals by the bidders does not oblige the WRI to finalize any contract.

These Terms of Reference, as well as the technical and economic proposal submitted by the selected bidder, will be part of the annexes of the contract to be signed for the required services.

### **2.2 Background**

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The project "Use of Nature-Based Solutions to Increase Resilience to Extreme Climate Events in the Atlantic Region of Central America" or REFORES, financed by the Adaptation Fund, has the Central American Bank for Economic Integration (CABEI) as its Executing Entity, with WRI and CATIE as Co-Executing Entities. The project will be implemented in three areas along the Amatique Bay in Belize, Honduras, and Guatemala, including an area in Belize that has a significant population of Garifuna and Q'eqchi' ethnic groups. This region is at the center of a hurricane corridor, where tropical storms and hurricanes are increasingly damaging ecosystems, settlements, and livelihoods. The aim of the project is to strengthen regional policies and empower local communities to implement Nature-based Solutions, like forest and landscape restoration, in order to improve resiliency and increase adaptation to climate change. The project also seeks to ensure women's participation in decision-making at the community level and reinforce their leadership role within communities.

More specifically, the REFORES team seeks to deploy nature-based programs and gender-sensitive forest and landscape restoration efforts by providing communities access to tools and training, by supporting the development of local/community early warning systems, and by implementing a regional approach that enhances the potential to scale up ecosystem restoration as an adaptation measure in the Gulf of Honduras. The collection of lessons and experiences will be an important advancement that could be used by CABI to replicate the project throughout the region.

## 2.3 Consultancy Scope and Objectives

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This consultancy will help to fill information gaps in the design, planning and development stages of the REFORES project in the Monkey River watershed of Belize. With support from CATIE, the consultant will first identify and map key stakeholders in the territory, including local community groups, that are currently implementing restoration or that could implement restoration in the future. Following this mapping exercise, the consultant will develop a decision-making tool to assess the readiness of each actor to scale restoration efforts in areas with high climate risks. The results of this assessment will enable WRI, CATIE, and CABI to deploy finance to actors on the ground who are best positioned to absorb capital and implement nature-based solutions in a way that maximizes environmental and social impacts in the short and long term.

More specifically, the primary objectives of the consultancy are to:

- Identify and map key stakeholders in the territory who are active in the restoration ecosystem. This list of stakeholders will complement a preliminary list compiled by CATIE (to be shared with the consultant).
- Compile the list of stakeholders in a database and sort them by the type of restoration they are implementing (or could implement) and the risks this restoration addresses (e.g., erosion). The database should also include information on their contributions to gender and social equity.
- With input from WRI, develop a set of criteria that will form that basis of a decision-making tool to evaluate which actors are best suited to receive additional resources to implement restoration for adaptation on 500ha of land in the Monkey River watershed. These criteria must examine, at a minimum, the following elements:
  - **Monitoring capacity:** Organization's ability to accurately measure, report, and verify their impact according to REFORES standards and indicators.
  - **Organizational and management capacity:** Organization's technical or human resources and ability to implement restoration actions. Ability to manage projects and adhere to the terms of formal agreements.
  - **Community involvement:** Organization's openness and connection to the community, including their ability to host community dialogues or integrate community input into their restoration activities.
  - **Environmental and social safeguard compliance:** Organization's ability to comply with and carry out the REFORES project's environmental and social safeguard protocols.

- **Gender alignment:** Organization's adherence to the REFORES project's gender and social (GES) equity standards and commitment to incorporating GES considerations into their restoration actions.
- Deliver recommendations to WRI and CATIE on which organizations to invest in; what types of restoration they can implement based on the REFORES framework (see table below; what resources are readily available to them; and what monitoring and evaluation standards they are capable of adopting. These recommendations will inform the potential scope of collaboration and terms of engagement with each organization and outline each actor's potential roles and responsibilities. Additionally, the recommendations will provide guidance on the next steps for contracting, operational planning, and long-term involvement.

Table. Summary of specific location and costs of the restoration activities.

Site	Restoration activity	Total area (ha)	Remarks
Belize	Recovery of denuded or degraded riparian areas on both sides of the Monkey River lower delta	350	Areas identified through the assistance of the MRDWA.
	Mangrove recovery at the mouth of the Monkey River	5	Areas identified through the assistance of the MRDWA.
	Revegetation of border areas with banana and other agricultural plantations	145	Areas identified through the assistance of the MRDWA.
Guatemala	Reforestation of degraded forest areas on northeastern slopes in the Cerro San Gil and Rio Dulce basin	1000	As identified through the high-resolution analysis (shown as highly susceptible to landslides or in flood prone areas) and GFW historical degradation analysis.
	Reforestation of denuded areas on northeastern slopes in Cerro San Gil and the Rio Dulce basin.	700	As identified through the high-resolution analysis (shown as highly susceptible to landslides or in flood prone areas) and GFW historical degradation analysis.
	Other restoration areas including of coastal vegetation	100	As identified with the assistance of FUNDECOR
Honduras	Reforestation of degraded forest areas on northeastern slopes in the Cusuco Park and buffer area	800	As identified through the high-resolution analysis (shown as highly susceptible to landslides or in flood prone areas) and GFW historical degradation analysis.
	Reforestation of denuded areas on northeastern slopes in the Cusuco Park and buffer area	900	As identified through the high-resolution analysis (shown as highly susceptible to landslides or in flood prone areas) and GFW historical degradation analysis.
	Other restoration areas including of coastal vegetation	100	As identified through the local consultation process
Total			

## 2.4 Resources for the Consultant

The following resource materials are available to applicants, or will be available to the consultant awarded the contract:

- [Project Proposal Document](#) “*Use of Nature-based Solutions to Increase Resilience to Extreme Climate Events in the Atlantic Region of Central America*”
- WRI Working Paper: [Locally Led Climate Adaptation](#)
- Progress towards activity 3.1.1, which identifies restoration activities that can be used for adaptation in the area of interest. **To be shared with the consultant awarded the contract.**
- Progress towards activity 3.1.2, which is focused on producing detailed risk assessments and a results framework for the planned interventions. As part of this activity, CATIE will produce a geospatial assessment determining the types and levels of risks. **To be shared with the consultant awarded the contract**
- Progress towards activity 3.1.3, which aims to produce a cost-benefit evaluation to support the development of restoration activities. This may include: a survey of potential restoration actions; a cost-benefit analysis of selected activities at the pre-feasibility level; an assessment of restoration needs for climate adaptation, including specific field practices;

and an analysis of associated costs, such as nursery maintenance and other related expenses. ***To be shared with the consultant awarded the contract.***

## 2.5 Activities

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The consulting organization is expected to undertake the following activities in order to deliver the desired outputs:

### Planning

- **Activity 1 – Create a workplan:** Develop a workplan reflecting the methodologies for defining and implementing the decision-making tool. Define a Gantt chart indicating estimated dates for delivery of intermediate and final products.
- **Activity 2 – Identify actors:** Building on WRI's and CATIE's analysis and their experience in the territory, identify key actors for the implementation of restoration actions within the area of interest in Belize. These may include local and national government agencies, non-governmental organizations, community groups, development committees, private companies, academic institutions, minority groups and women, among others.

### Development of a proposed decision-making tool for implementing restoration actions

- **Activity 3 – Finalize prioritization criteria:** Working with WRI and CATIE, define priority areas for restoration within the Monkey River watershed based on their vulnerability to floods and landslides. Jointly identify evaluation criteria to assess local organizations and actors to carry out restoration activities under a functional financing scheme within the project's framework.
- **Activity 4 – Develop a decision-making tool** to objectively assess local actors' potential to implement restoration for adaptation within a functional financing scheme. The minimum evaluation criteria the tool should incorporate are as follows:
  - Legally registered incorporation in Belize, including tax registration
  - Experience in the implementation restoration as a nature-based solution
  - Resource management capacity and financial transparency
  - Ability to monitor performance and impacts of the actions to be implemented
  - Expertise in mitigating flood and landslide risks
  - Experience implementing equitable restoration
  - Management capacity through community dialogue mechanisms and strength of organization offer, including integration of gender considerations and other social and environmental aspects.
- **Activity 5 – Submit proposed tool:** Submit the proposed tool to WRI, CATIE, and CABEL. The submission should include a sample analysis of a subset of actors against the selection criteria to assess their potential to implement restoration and their compliance with the project's environmental and social safeguards.

## Implementation of decision-making tool

- **Activity 6 – Implement the decision-making tool** and assess relevant actors within the priority area. Evaluate the organizations' potential to achieve the project's desired impacts. Develop a participant plan and set of recommendations based on the results of the evaluation.

## Transparency

- **Activity 7 – Create a database to track findings:** To ensure accurate data and reliable assessments using the decision-making tool, maintain an open, up-to-date database and archive containing the contact information, profiles, and capacities of local organizations and actors in the prioritized areas.
- **Activity 8 – Document findings:** Document the process of assessing local organizations and actors through meeting minutes, participant registrations, photos, videos, and any other relevant resources.
- **Activity 9 – Disseminate results:** Communicate evaluation results and share lessons learned with implementing entities, local communities, and other relevant stakeholders.

## Project integration

- **Activity 10 – Validate Results:** Support the organization and facilitation of workshops to validate the participation plan and to measure the inclusion of Indigenous communities. Take part in introductory workshops and trainings on the gender-conscious social engagement methodology in Belize, in coordination with the gender specialist and country coordinator from CATIE-WRI.

## 2.6 Deliverables

The consultant will be expected to submit the following deliverables according to the specified timeline:

Deliverables	Due date
<b>Deliverable 1</b> <ul style="list-style-type: none"><li>• Workplan detailing the methodology for developing the decision-making tool.</li><li>• Tentative schedule of potential visits and meetings with communities, local governments, potential implementers, and other relevant stakeholders.</li></ul>	One week after contract is signed
<b>Deliverable 2</b> <ul style="list-style-type: none"><li>• Progress report and map of key actors involved in restoration in the project's target area.</li><li>• Reviewed and validated version of the decision-making tool.</li></ul>	30 days after contract is signed



<b>Deliverable 3</b> <ul style="list-style-type: none"> <li>Progress report, including a database of the results of the application of the decision-making tool and a diagnosis of stakeholder needs and priorities.</li> </ul>	60 days after contract is signed
<b>Deliverable 4</b> Final report including: <ul style="list-style-type: none"> <li>The final decision-making tool</li> <li>The results of the tool outlining actors with capacity to implement restoration and areas and interventions to prioritize</li> <li>List of recommendations for investment and terms of engagement for each actor selected through the decision-making tool</li> </ul> <p>The final report should be accompanied by an archive with geospatial inputs and products, documentation from meetings and interviews, reports from workshops held, and any other additional documentation that supports the activities of the consultancy.</p>	150 days after contract is signed and 30 days before end of consultancy

Note: All products must be delivered in English, in PDF and editable Word files allowing for comments and tracked changes.

More details about each deliverable are found below.

### Workplan

The consultant must present a workplan outlining the steps they will take to complete all subsequent deliverables (i.e., creation of a decision support tool/methodology, mapping of key actors, and construction of a database and a plan to share the = captured information), according to the established timeline. The workplan should identify which team members are responsible for each activity and denote any activities that require support or input from CATIE and WRI. The components of the workplan must be well-justified, and the consultant must show how each component contributes to the project activities and its relevance to producing the necessary information within the framework of the expected goal.

The workplan must include a clear methodology for developing the decision-making tool. This methodology will be reviewed by WRI and CATIE to ensure that all necessary information and criteria are in place to guide the selection of local entities to lead restoration-for-adaptation efforts in the identified sites of interest. The methodology should also incorporate inputs from CATIE's work and include steps to establish a functional connection with the project coordinators.

### Stakeholder Map

The consulting team members will produce a registry of community stakeholders, organizations, or potential members involved in restoration in the priority area. Actors in this registry will be evaluated using the decision-making tool to assess their potential to receive investment from the project to implement additional restoration activities on 500ha in the Monkey River watershed.



## Decision-making Tool and Selection Criteria

The consultant will deliver a decision-making tool to identify areas and actors that could potentially receive investment to implement restoration as an adaptation measure. To this end, the consultant must take into account site conditions and liaise with key stakeholders and local organizations identified, complementing the work of CATIE and country representatives. The tool must consider criteria such as the financial and technical capacity of the stakeholders leading the restoration; their ability to enter into and comply with contractual and financial agreements; and their ability to keep detailed, accurate financial records, to manage field activities, to report results, and to carry out project safeguards and gender and social equity measures. The tool should also allow for a GAP analysis and a SWOT analysis (Strengths, Opportunities, Challenges, and Threats analysis) of the organizations, communities, or companies subject to evaluation. The tool will require data collection, which will be compiled into an accompanying database.

The decision-making tool will be developed in two phases:

**Phase 1:** The consultant must create an initial proposal presenting the criteria to be evaluated and a preliminary outline of how the tool will function. This first version will be reviewed by a technical group composed of members from the implementing entities to ensure that it includes the essential components needed to guide restoration investment decisions in the identified sites.

**Phase 2:** The revised tool will be applied to local stakeholders involved in restoration efforts in the priority area. As part of this process, the consultant will keep detailed records documenting stakeholders' perspectives and demonstrating how they fare against each element of the criteria.

Throughout the process, the contracted organization must maintain close and continuous communication with the implementing entities and country representatives. This collaboration is essential to ensure that the criteria integrated into the tool align with the project's objectives and context. The successful implementation of the decision-making tool in the target areas will be critical for developing a restoration investment plan focused on climate adaptation.

## Database of Stakeholders Selected for Additional Investment

The database will house information about the stakeholders the consultant recommends receive additional investment for restoration. These recommendations will be based on the results of the decision-making tool. At a minimum, the database must include a profile of each stakeholder profiles, their geospatial information, an overview of their organizational capacities (e.g., financial capacity), their proposed investment plan, an evaluation of their access to inputs such as seeds or other materials, and other critical data to be determined by the implementing entities.

## Progress Reports

The consultant will submit regular reports that summarize progress against key activities and towards each output, such as the decision-making tool, database, and stakeholder mapping. These reports must also identify any opportunities or risks affecting the consultancy or the overall project. A follow-up meeting will be held after each report to address any major issues.

- The **first and second reports** will present a summary of the criteria assessed using the decision-making tool, highlighting capacity gaps among local stakeholders related to restoration, resource management, or technical challenges.
- The **third report** will include a needs assessment and list of priority actions based on the results of the decision-making tool.

- The **final report** will summarize all activities, present the final decision-making tool, describe the selection process for stakeholders reviewed using the tool, and outline the recommended investment path based on stakeholder selection.

## 2.7 Required (General) Applicant Organization Experience

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The **applicant organization or consulting firm** must meet the following requirements in order to be considered:

- a. Organization has presence in Belize, with involved personnel based in or familiarity with the project's target region
- b. At least 5 years of experience consulting on themes or projects related to the REFORES program's specific goals (e.g., restoration, adaptation, local stakeholder engagement, climate change resiliency, sustainable land management)

## 2.8 Required (Specific) Team Experience

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The consulting team or entity must be composed of experts who will lead the delivery of specified activities. For your consideration, the minimum professional qualifications required for each of the team's technical experts include:

### **Principal Researcher**

- **Role:** The principal research will lead the implementation of activities and ensure deliverables are of the highest quality and submitted on time. They will also act as the primary contact between the implementing entities and the consulting team.
- **Academic Degree:** University degree in forestry, adaptation, environmental sciences, climate change, business engineering, community management, ecology, geography, project management, development, or related fields. Master's degree preferred.
- **Experience:** A minimum of 7 years of experience in natural resource management projects and working with communities and local and/or national authorities. Knowledge in the application of mechanisms for financing restoration actions for adaptation purposes.
- **Language:** Written and spoken fluency in English required. Basic written and spoken fluency in Spanish preferred.

### **Support Technician(s)**

- **Role:** The support technician(s) will assist the principal investigator and help carry out activities in the priority area.
- **Academic Degree:** Bachelor's degree in social sciences, community management, project management, or related fields.
- **Experience:** A minimum of 5 years of experience in natural resource management projects and working with communities and local and/or national authorities. Knowledge of the priority area (Monkey River watershed) preferred.
- **Language:** Written and spoken fluency in English required. Basic written and spoken fluency in Spanish preferred.

Each member from the team (principal researcher and support technicians) should have:

- **An understanding of local development and natural resource conservation.**
- **Experience developing assessment criteria and tools to synthesize environmental and social information, knowledge and use of financing mechanisms implementation used in land use sector and ability to integrate information from a variety of different stakeholders.**

## **2.9 Terms of the Contract**

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- 2.9.1 WRI and the Consulting Firm will sign a contract valid for six (6) months, counted from the start date to be determined by WRI. This period includes the time required for the WRI to review and approve documentation.
- 2.9.2 Whenever there are causes of force majeure or unforeseeable circumstances that justify it, and there is an agreement between WRI and the Consultant regarding the causes, the contract term may be extended for the reasonable time deemed necessary for the Consultant to satisfactorily complete the contracted services.
- 2.9.3 WRI reserves the right to terminate the services contract early, unilaterally and without any liability on its part, if it finds that the consulting firm is not adequately performing any of the tasks provided for in the Technical Proposal and Terms of Reference, when the contracted services do not conform to or comply with them, which may be extended by agreement between the parties. This period includes the time required for the WRI to review and approve documentation.

## **2.10 Obligations of the Consultant**

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The Consultant will be responsible for:

- 2.10.1 Complying with the Terms of Reference, technical and financial proposals, and other conditions set forth in the corresponding contract.
- 2.10.2 Accepting WRI supervision and oversight as appropriate and addressing WRI's observations and/or recommendations.
- 2.10.3 Committing to adopting measures to comply with the gender, environmental, and social policies that govern the project more broadly.

## **2.11 WRI Obligations**

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WRI will be responsible for:

- 2.11.1 Providing the information (verbal or written) and documentation necessary for the development of the analyses and studies required within the framework of the requested services.

2.11.2 Coordinating with CATIE to complete the activities necessary for the fulfillment of the contracted services (if necessary).

## **2.12 Fees and Payment Method**

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2.12.1 WRI will pay for the services in accordance with the signed contract, in the amount of US\$20,000 (Twenty-five thousand US dollars), to be disbursed according to the delivery schedule below.

2.12.2 The prices submitted by the bidder are their sole responsibility; any omission will be construed as voluntary and intended to obtain prices that allow them to submit a more advantageous offer.

2.12.3 Payment will be made by WRI as detailed below:

<b>Product</b>	<b>Percentage of Total Amount</b>	<b>Delivery Basis</b>
<b>Contract signature</b>	10%	Signing and return of the contract to WRI and registration in WRI's Vendor Portal
<b>Deliverable 1</b>	35%	Delivery and acceptance of deliverable 1 and 1 <sup>st</sup> invoice to WRI
<b>Deliverable 2</b>	15%	Delivery and acceptance of deliverable 2 and 2 <sup>nd</sup> invoice to WRI
<b>Deliverables 3, 4</b>	40%	Delivery and acceptance of deliverable 3, 4 and final invoice to WRI
<b>Total</b>	<b>100%</b>	

2.12.4 All invoices must be in English, addressed to the World Resources Institute, and contain the following information: name and logo of the contractor or supplier (if applicable); address and contact information; description of the product or services provided; currency in USD; total amount; and signature.

2.12.5 WRI makes its payments through bank transfers. If the bidder is selected to carry out the consultancy, they must indicate the name of the institution and account number. Authorization will be carried out in accordance with procedures that will be provided by WRI to the selected bidder for this process.

2.12.6 The Consultant will also be required to register and verify their bank account information on WRI's Vendor Portal before any payment by WRI can be processed.

## **2.13 Coordination and Supervision of Services**

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2.13.1 WRI will be responsible for coordinating and supervising the execution of the contract in coordination with the focal points from the selected firm.

## Section 3. Submission Process

### 3.1 Submission Channel and Deadlines

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- 3.1.1 **All offers must be submitted, in English, to the following email address:** [Initiative20x20@wri.org](mailto:Initiative20x20@wri.org). Offers submitted by other channels will not be considered.
- 3.1.2 **The deadline for receipt of bids is September 3, 2025, before 5:00 PM (Belize Standard Time - 6 UTC)**
- 3.1.3 Offers submitted after this date and time will be considered untimely and will not be considered.
- 3.1.4 Offers submitted through other channels will result in the proposal being rejected.
- 3.1.5 Offers submitted after the date and time of submission may not be withdrawn, substituted, or modified.

### 3.2 Deadline for Questions or Clarifications

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- 3.2.1 If you have any questions or concerns regarding the Terms of Reference or the Rating Comparison process, please contact us via email at [Initiative20x20@wri.org](mailto:Initiative20x20@wri.org)
- 3.2.2 Questions regarding the Terms of Reference will be accepted **until August 21, 2025**.
- 3.2.3 All questions will be answered in order to maintain equality in the information provided. These will be posted at <https://initiative20x20.org/adaptacion-belize> on **August 22, 2025**, before 5:00 PM (Belize Standard Time - 6 UTC).
- 3.2.4 If necessary, **deadline extension requests for submitting your offer must be sent no later than August 30, 2025** to [initiative20x20@wri.org](mailto:initiative20x20@wri.org). WRI will submit the requested extension for authorization.

### 3.3 Offer Components

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- 3.3.1 The offer letter must be composed of the following three (3) duly identified sections:
  - a. Compliance documentation
  - b. Technical offer
  - c. Economic offer

### 3.4 Compliance Documentation

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3.4.1 The following compliance materials must be submitted along with the technical and financial offers:

- a. Affidavit according (per format in Annex 2), to be completed and signed by the lead consultant or firm's legal representative.
- b. Letter of confirmation of participation and presentation of the proposal (per format in Annex 1)
- c. Photocopy of articles of incorporation or legal registration document
- d. A bank letter (or copy of a bank statement) verifying the firm's account information. This must be dated no more than 30 days before the offer was submitted.
- e. Copy of the lead consultant's photo ID or passport
- f. Email address and phone number for the consultancy firm and/or lead consultant
- g. Complete evidence of General Applicant Organization Experience and presence in proximity to area of interest (per section 2.7)
  - i. Address and map of the organization's headquarters. Description of team's location showcasing presence of team members in proximity to project's area.
  - ii. At least 5 years of organization's experience consulting on themes or projects related to the REFORES program's specific goals (e.g., restoration, adaptation, local stakeholder engagement, climate change resiliency, sustainable land management)
  - iii. Show Competent professional and technical staff with deep understanding of local development and natural resource conservation (assessed through demonstration of a selection of relevant projects, research or consultancies).
  - iv. Experience developing assessment criteria and tools to synthesize environmental and social information. Ability to integrate information from a variety of different stakeholders (assessed through demonstration of a selection of relevant projects, research or consultancies).

3.4.2 WRI reserves the right to request additional information or updates to documents as appropriate.

## 3.5 Contents of the Technical Offer

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The technical offer must contain the following documents, which must be submitted in the following order:

- 3.5.1 **Letter confirming participation and submission of the proposal in the format provided in Annex 1**, signed by the firm's legal representative or lead consultant. **Failure to use this exact format will result in disqualification.**
- 3.5.2 **Technical offer**, in accordance with the provisions of sections 2.7 and 2.8. The technical bid must be clear and detail each level of experience. General (General and Specific), including years and locations where the experience was developed; information on key personnel, including name, title, and years of experience; documents evidencing the experience of both the company and its key personnel.
- 3.5.3 The suitability of the consulting firm's technical proposal to execute the work will be evaluated in accordance with the following details: **1)** concept and approach, **2)** execution

methodology, **3)** scope of work, **4)** the work plan and schedule for compliance with the terms of reference.

### 3.6 Contents of the Financial Offer

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- 3.6.1 The financial offer must contain the following documents, arranged in the following order:
- a. Total financial proposal under US\$20,000
  - b. Detailed budget breakdown, which must include details of fees and expenses included in the total financial proposal.
- 3.6.2 The financial offer must comply with the following guidelines:
- a. The financial offer must include a **direct and indirect costs breakdown** for the quoted service and clearly indicate the currency in which it is expressed.
  - b. The financial offer **must include taxes** and is not subject to tax exemption. Else. Provide tax exemption justification.
- 3.6.3 Note: If payment is made in USD, the official exchange rate in effect on the date of payment will be used.

## Section 4: Evaluation Criteria and Process

### 4.1 Offer Evaluation System

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- 4.1.1 The offer will be evaluated using a grading system, with two types of grades awarded – technical and economic. Grades will add up to 100%. Details about each type of grade are provided below.
- 4.1.2 Organization includes complete and organized compliance documentation (see section 3.6).

### 4.2 Technical Evaluation 80%

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- 4.2.1 The purpose of the technical evaluation is to assess WRI's satisfaction with the characteristics of the services to be contracted and the relevant aspects that the consulting firm must meet.
- 4.2.2 Although the technical evaluation accounts for 80% of the total application review, the value of 100% will be used to obtain the technical rating, according to the evaluation criteria. This result will then be weighed against the total evaluation score (80% of 100%).
- 4.2.3 The criteria and weightings that will be used to conduct the technical evaluation are as follows:

Evaluation Criteria	Percent
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<p>Based on the scope, activities, and deliverables defined in the terms of reference:</p> <p><b><u>Proposed methodology</u></b> Describe the process for developing each of the deliverables to be presented.</p> <p><b><u>Approach</u></b> Define the appropriate scope of engagement with relevant stakeholders to ensure the achievement of project deliverables and alignment to activity's guidance.</p> <p><b><u>Execution plan</u></b> Describe the resources to be used and timelines associated to each of the project deliverables. Attach files as needed to detail this execution plan.</p>	30%
<p><b>General requirements:</b></p> <ul style="list-style-type: none"> <li>a. Organization has presence in Belize, with involved personnel based in or familiarity with the project's target region</li> <li>b. At least 5 years of consulting experience on relevant themes</li> </ul>	20%
<p><b>Project-specific requirements:</b></p> <ul style="list-style-type: none"> <li>a. At least 5 years of experience consulting on themes or projects related to the REFORES program's specific goals (e.g., restoration, adaptation, local stakeholder engagement, climate change resiliency, sustainable land management).</li> <li>b. Demonstrable practical knowledge in the application of mechanisms for financing restoration (assessed through demonstration of a selection of relevant projects, research or consultancies).</li> <li>c. Experience in integrating information from various stakeholders and developing evaluation criteria and tools to synthesize environmental and social information (assess through demonstration of a selection of relevant projects, research or consultancies).</li> <li>d. Knowledge and use of the implementation of financing mechanisms used in the land use sector (assess through demonstration of a selection of relevant projects, research or consultancies).</li> </ul>	30%
<p><b>Key personnel</b></p> <p><b>For the Principal Investigator:</b></p> <ul style="list-style-type: none"> <li>- A copy of relevant professional diploma certifying the academic degree from their university or training institution</li> <li>- Proof of proficiency in English</li> <li>- A copy of ID or passport</li> <li>- CV.</li> <li>- <b>Professional profile and role within the team.</b></li> </ul>	20%

<ul style="list-style-type: none"> <li>a. Professional profile and CV should demonstrate relevant academic degree, a minimum of 7 years of experience in natural resource management projects and working with communities and local and/or national authorities</li> <li>b. The profile should also describe the investigator's role within their firm's organizational structure</li> </ul> <p><b>For the Support Technician(s):</b></p> <ul style="list-style-type: none"> <li>- A copy of relevant professional diploma certifying the academic degree from their university or training institution</li> <li>- Proof of proficiency in English</li> <li>- A copy of ID or passport</li> <li>- CV</li> <li>- <b>Professional profile and role within the team.</b></li> </ul> <ul style="list-style-type: none"> <li>a. <b>Professional profile and CV should demonstrate relevant academic degree, a minimum of 5 years of experience in natural resource management projects and working with communities and local and/or national authorities.</b></li> <li>b. Knowledge and proximity to the site (Monkey River Watershed)</li> <li>c. <b>The profile should also describe the investigator's role within their firm's organizational structure</b></li> <li>d. <b>Knowledge and presence in proximity to project site</b></li> </ul>	
<b>Total for the Technical Evaluation</b>	<b>100.0%</b>

4.2.4 For a bid to be deemed acceptable, it must obtain a minimum score of 80% in the technical evaluation. That is, 80% of 100% of the total technical evaluation score; or 64% of 80% of the weighted technical score. Any bid that does not achieve this score will be disqualified from the process.

### 4.3 Economic Evaluation 20%

4.3.1 In the economic evaluation, the lowest-cost bid will be weighed with a maximum of 20%.

4.3.2 The remaining proposals will be evaluated using the formula below:

$P_i = (E_m * [20]) / E_i$	<p><math>P_i</math> = Scoring of the Economic Proposal <math>i</math>.</p> <p><math>i</math> = Offer number</p> <p><math>E_i</math> = Economic Proposal <math>i</math>.</p> <p><math>E_m</math> = Economic Proposal of lowest amount or price</p>
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- 4.3.3 The sum of the technical and economic evaluations will result in a final rating. WRI will award the consultancy to the applicant with the highest combined technical and financial rating.

## **4.4 Performance Standards**

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- 4.4.1 The Consulting Firm undertakes to provide its professional services and perform the tasks outlined in the Contract Document, certifying that it meets the highest standards of integrity and professional competence, taking into due account the nature and purpose of the World Resources Institute as an international public law organization, ensuring that it will perform the services indicated in the Contract to be signed in a manner consistent with the foregoing.
- 4.4.2 WRI shall at all times have the right to verify the quality of the work performed by the Consultant and to request any modifications and revisions it deems appropriate within the scope of these Terms of Reference.

## **4.5 WRI Rights**

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- 4.5.1 WRI reserves the right to declare the process unsuccessful if none of the proposals received fully meets the requirements included in these Terms of Reference. WRI also reserves the right to reject any proposal, annul or declare the process unsuccessful, decide to extend, cancel, or postpone it in part or in full, decide to award the contract in whole or in part to one or more suppliers, or decide when any of the parties deems it appropriate in the interests of the project.
- 4.5.2 WRI reserves the right to monitor the consulting firm's activities and, if such activities violate provisions related to information security, may take any action it deems necessary to safeguard its information, reputation, and image.

## **4.6 Reasons for Offer Disqualification**

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Any of the following reasons may result in the applicant being automatically disqualified from consideration:

- 4.6.1 Failure to submit the letter confirming participation and presentation of the proposal signed by the company's legal representative (Annex 1).
- 4.6.2 Failure to submit a signed Affidavit (Annex 2).
- 4.6.3 Non-compliance with the terms of reference, inaccuracy of the information provided, or inability to verify submitted documentation.

- 4.6.4 Incomplete application or inability to meet any of the requirements established in the Terms of Reference. Such omissions or non-compliance must be classified as correctable or non-correctable according to the principles established in the CABI Standards and the nature of the error identified.
- 4.6.5 Late submission.
- 4.6.6 Offer submitted through any other channel other than that listed in the terms of reference.
- 4.6.7 Documentation submitted has unjustified deletions or modifications.
- 4.6.8 Consultant without presence in the target area
- 4.6.9 Offer does not achieve the established minimum score after it has been evaluated by WRI.

## Section 5. Annexes and Forms

### Annex 1. Letter confirming participation and presentation of the proposal

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Grade Comparison No.:

Place and Date: \_\_\_\_\_

**Sirs: (Name and address of the Contractor)**

Dear Sirs:

By this means, we the undersigned confirm our decision to participate in the process of Development and implementation of methodology to qualitatively and quantitatively evaluate the involvement of local actors in restoration and adaptation in Belize, through a local organization and we offer to provide auditing services with our technical and economic proposal

We also declare that:

- a. We have reviewed the request for proposals, including any amendments (if any) issued during this process, and have no reservations regarding them.
- b. Our proposal will be valid and binding on us for a period of \_\_\_\_\_ days (90 days) from the date the proposal deadline expires.
- c. We confirm our commitment to comply with the proposal should our firm (full name of firm) be awarded the contract.
- d. We accept that any false information or omissions contained in this proposal and/or its annexes may be grounds for disqualification of the proposal, and we declare that: We have not been suspended or declared ineligible by the Client in connection with the execution of a Declaration of Proposal Maintenance in the Client's country.
- e. It is understood that the documents submitted and all information attached to this proposal will be used by the Client to determine, at its discretion, the capacity to provide the required services through this process.
- f. By competing for the Contract (and, if awarded, by executing it), we agree to comply with the laws on fraud and corruption, including bribery, applicable in the Client's country.
- g. We agree to negotiate a Contract that includes the Proposed Key Personnel. We accept that substitution of the Proposed Professionals for reasons other than those stated in the evaluation criteria may result in the termination of the Contract negotiations.
- h. We understand that this proposal, along with your written acceptance, is binding between us and is subject to modifications resulting from the Contract negotiations.
- i. We understand that the Client is not obligated to accept any of the Proposals it receives.

Sincerely,

\_\_\_\_\_  
Authorized Signature (Full Name and Initials)

Name and Title of Signatory: \_\_\_\_\_

Auditor's Name \_\_\_\_\_

In my capacity as: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information (Telephone and Email): \_\_\_\_\_

(If this is a Joint Venture, either all members or only the principal member must sign, in which case the power of attorney authorizing the principal member to sign on behalf of all other members must be attached.)

## Annex 2. Affidavit

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### AFFIDAVIT

Process No: Desarrollo e implementación de metodología para evaluar cualitativa y cuantitativamente el involucramiento de actores locales en restauración y adaptación en Belize, a través de una organización local

N.º - CF-04

I (Consultant's Full Legal Name), with identification document \_\_\_\_\_ number \_\_\_\_\_, in my capacity as Consultant, certify and declare the following:

- i. That I have not been involved in activities related to money laundering and terrorist financing;
- ii. I am not bankrupt;
- iii. I am not under judicial interdiction;
- iv. I have no conflict of interest as described in the Bank's Terms of Reference and Procurement Policy and its Implementing Rules.
- v. That I am not included on CABEL's Prohibited Counterparty List or any other ineligibility list recognized by CABEL;
- vi. That I have not been disqualified or declared ineligible by any entity or authority to obtain resources or award contracts financed by any other entity, nor are there any such sanctions in force; That I have not been convicted of crimes or sanctions related to Prohibited Practices by the competent authority.
- vii. That I have no history of breach of contract in the last 10 years.

I also authorize the corresponding World Resources Institute and the Central American Bank for Economic Integration (CABEL) to conduct any verifications they deem pertinent to corroborate the above with any search system or database available to the Contracting Party or CABEL for such purposes, as well as with any competent authority deemed necessary.

I also certify and declare that I know the origin of my assets and declare that they do not derive from any illicit activity.

Finally, and if applicable, I declare that the funds provided will be managed in accordance with best practices, transparency, and integrity and will not be used for illicit activities at any time.

I also declare that the Contracting Party and CABEL will be notified immediately if any changes to the aforementioned conditions occur at a later date. I agree that the Contractor will have the right to exclude me from this competition process if the information provided in this Affidavit is false or if the change in status occurs at a time after the delivery of this Affidavit.

**Name:** (Full name of consultant)  
**Signature:** (Signature of the person whose name and title appear above).  
**Date:** (Day, month, and year this declaration is signed)



## Section 6. Contract



WORLD  
RESOURCES  
INSTITUTE

Award Type:	Cost Reimbursement
Contract Term:	Start Date – End Date
Contract Amount:	Total Amount

10 G Street, NE Suite 800 Washington, DC 20002 USA (PH) +1 (202) 729-7600 (FAX) +1 (202) 729-7610 www.WRI.org

Date

Consultant's Name

Title

If applicable: Business Name

Address

City, State/Country

Dear Mr./Ms. \_\_\_\_\_,

The World Resources Institute's **Forest Program** is pleased to offer **Name of Contracting Party** ("Consultant") this contractual agreement ("Agreement") for **research services** with the **Use of Nature-based Solutions to Increase Resilience to Extreme Climate Events in the Atlantic Region of Central America**. The terms and conditions follow below:

### A. Services and Scope of Work

1. Consultant is subject to the terms and conditions set forth in the body of this Agreement and any additional terms and conditions included in Exhibit A. Consultant agrees to perform those services described in the Scope of Work set forth and attached in Exhibit B, on the schedule specified in that exhibit. The services set forth in the Scope of Work are referred to collectively as the "Services" or "Requirements."
2. All Services performed pursuant to this Agreement shall be for charitable and educational activities consistent with WRI's status as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC").
3. Consultant agrees that time is of the essence in the performance of Services under this Agreement, and Consultant shall devote his/her best efforts, skills, and abilities to perform the Services and further the interests of WRI in connection with this Agreement.
4. Consultant shall perform the Services to be provided under this Agreement: (i) in a professional manner; (ii) in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services and in conformance with prevailing ethical standards applicable to the Services; and (iii) in compliance with all applicable laws, statutes, rules, regulations and orders to which Consultant or WRI is subject. Consultant shall ensure that each person assigned to perform Services has the appropriate level of expertise, training, experience and, where applicable, licenses, necessary to perform such Services.
5. Satisfactory performance by Consultant of the Services to be provided under this Agreement, including acceptability and timeliness of work delivered, shall be determined by WRI, in its sole and exclusive discretion.

6. In providing Services under this Agreement, Consultant agrees to comply with such reasonable instructions, directives or other administrative conditions as may be issued by WRI from time to time in furtherance of this Agreement.

B. Program Contact

Your contact person for this activity will be **WHOM**.

C. Compensation, Expenses, and Terms of Payment

1. *Compensation.* In consideration for the satisfactory performance by Consultant of the Services, WRI shall compensate Consultant as specified and in accordance with the schedule set forth in Exhibit B.
2. *Expenses.* Consultant shall be solely responsible for all expenses Consultant incurs in the performance of this Agreement. WRI shall not be obligated to pay any such expense except as the parties may subsequently agree in writing.
3. *Third Party Expenses.* If Consultant obtains production or other services from third parties pursuant to or in an effort to fulfill its obligations under this Agreement, Consultant agrees to seek the lowest cost possible for such services, with reasonable allowance for differences in delivery deadlines, work quality and/or uniqueness of product or service.
4. *Taxes.* WRI shall be liable only for those taxes imposed on a purchaser of services by operation of law. At WRI's request, Consultant will provide WRI with documentation satisfactory to WRI establishing WRI's liability for such taxes. Consultant shall be solely responsible for any and all taxes, retirement or equivalent contributions to payments, disability insurance, unemployment taxes, and other statutory payroll type taxes applicable to such compensation. Consultant hereby indemnifies and holds WRI harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by WRI arising out of Consultant's failure to respect its obligations in this Section C.4.
5. *Work Acceptance and Billing.*
  - a. *Acceptance.* Final transfer of each deliverable created in the performance of Services is subject to written acceptance by WRI (hereafter "Acceptance"). WRI will inspect and test the deliverables in final form and provide either written acceptance or rejection within fifteen (15) days after WRI's receipt of such deliverables. For noncompliant deliverables WRI will request in writing any revision/reperformance of such deliverables and may delay payment until acceptance. Upon receipt of such request, if any, Consultant will provide WRI a plan within five (5) days, after which Consultant will implement such revision requests or otherwise cause the deliverables to be in all respects within the scope of and consistent with the Requirements.

If WRI wishes to implement any revisions to the deliverables that deviate in any material respect from the Requirements, WRI shall submit to Consultant a written change order containing (i) such revisions in detail and (ii) a request for a price quote for each change.

- b. *Billing and Payment.* To receive compensation, Consultant shall present to WRI, in accordance with the schedule set forth in Exhibit B, a detailed description of work performed, (along with appropriate documentation) during the invoice period. WRI may withhold payments due under this Agreement until it has decided that Consultant's invoices are accurate and that Consultant's work is satisfactory. Consultant shall promptly reimburse WRI for any payments that WRI subsequently decides were improper.

D. Term and Termination

1. Unless sooner terminated as provided below, this Agreement is effective **WHEN** and shall continue in force until **WHEN**. The entire period during which this Agreement is in effect is referred to herein as the "Term."
2. WRI may, at its sole discretion for any reason, terminate the Agreement prior to the natural expiration of its Term, effective upon the date of written notice to Consultant. Consultant may terminate the Agreement prior to the natural expiration of its Term in the event WRI is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such material breach from Consultant.
3. In the event of early termination:
  - a. Consultant shall take immediate action to minimize all expenditures financed by this Agreement and shall cancel all obligations unless such cancellation would incur costs greater than any savings through cancellation; and
  - b. To the extent not already prepaid by WRI, WRI shall pay Consultant for the proportional amount due under this Agreement for any satisfactory work completed prior to the date of termination and for any materials or services Consultant cannot cancel that Consultant has committed to purchase for WRI, provided that WRI shall be entitled to a refund of any amounts prepaid but not committed by Consultant and WRI may offset any amount owed against any damages caused by any breach by Consultant of the Agreement.
4. On natural expiration or on termination of the Agreement, Consultant shall cease using and authorizing the use of any name or trademark or any information relating to or discussed in this Agreement; and shall turn over, transfer, assign and make available to WRI or WRI's representative all property and materials in Consultant's possession or control belonging to WRI, including but not limited to materials developed or produced by Consultant for WRI pursuant to this Agreement and data, work products, designs, materials, and information relating to the planning, implementation, and performance of this Agreement.

E. Intellectual Property and Publicity

1. *WRI's Background Intellectual Property.* WRI is the sole and exclusive owner of its source documents and any information or materials provided to Consultant under this Agreement. WRI is also the sole and exclusive owner of its name, logo, and other proprietary materials. Except to the extent owned by third parties or developed by Consultant prior to the date of this Agreement, all items and materials relating to this Agreement and/or to the business of WRI, or prepared, developed, used or provided under this Agreement shall at all times remain the exclusive property of WRI, may only be used as provided pursuant to the Agreement, and shall be delivered to WRI upon its request. Consultant shall have no property rights or interests in such materials.
2. *Consultant's Background Intellectual Property.* All intellectual property (including trademarks, service marks, copyrights and applications therefor) which were owned by or licensed to Consultant (hereinafter "Consultant Intellectual Property") prior to the Services and used by Consultant to develop any Work shall remain the property of Consultant or Consultant's licensor, as the case may be. WRI shall not acquire any right, title or interest in any Consultant Intellectual Property as a result of Consultant's performance of Services except as expressly provided herein. WRI shall have a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use and to provide a Creative Commons license, as provided at <http://www.wri.org/publications/permissions-licensing>, to Consultant Intellectual Property that is incorporated into, and/or necessary for the noninfringing use of, any Work.
3. *Newly Created Intellectual Property.* All data, information, work, writings, and materials of any

kind (whether in electronic, written or other form) prepared, generated, and/or created by Consultant as a result of Consultant's performance of the Services, including all contributions of its employees, agents, representatives and contractors (collectively the "Works") shall constitute "works made for hire" for WRI under the United States Copyright Act, as amended, and WRI does and will own all right, title and interest in all such Works. To the extent that any individual Work does not constitute a work made for hire, Consultant hereby irrevocably and exclusively assigns to WRI its successors and assigns, all right, title and interest in and to such Work and in and to any intellectual property rights that may come into existence after the expiration or termination of this Agreement, including any United States and/or foreign copyrights, trademarks and/or service marks, in each such Work. Except as expressly provided herein, Consultant waives any so called "moral rights" and rights of attribution Consultant may have with respect to the Works. Consultant shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm WRI's ownership and intellectual property rights as contemplated by this Agreement.

4. *Use of Marks and Logo.* Consultant shall not use, nor authorize others to use, the name, symbols, or marks of WRI, including, without limitation, in any press release or public announcement, or in the promotion of any product or service, without WRI's prior written approval.

Any work produced under this agreement bearing WRI's logo shall not be made publicly available unless subject to WRI's quality assurance processes as described in <http://www.wri.org/publications/excellence>.

5. *Acknowledgement.* WRI agrees that Consultant will be acknowledged in any final published Work as having done the research, analysis and drafting of the Work on behalf of WRI within the framework/guidelines/tasks/goals/aims and objectives specified by WRI at the time the Work was commissioned.

F. Confidentiality and Disclosure of Information

Consultant acknowledges that information and materials regarding WRI's work, programs, strategies, operations, donors, finances, and activities are confidential, and agrees that Consultant shall treat as confidential and properly safeguard any such information and material which it obtains, or to which it has access. Neither Consultant nor any employee, contractor, representative or other agent of Consultant shall divulge to any third party the contents of any data, reports, records, information, work product, designs, or other materials or information produced under this Agreement or provided to Consultant by WRI in connection with this Agreement except as authorized in connection with provision of the Services, without the prior written approval of WRI. Consultant shall not use such contents for any purpose other than providing Services under this Agreement. This prohibition includes any information about procedures used, work performed, results obtained, or information gained by Consultant in connection with this Agreement. This prohibition does not apply to information or materials that (a) are or fall into the public domain; (b) are disclosed to Consultant by a third party which is not under an obligation of confidentiality to WRI; (c) were already known to Consultant; (d) are independently developed by Consultant without reference to WRI's information or materials obtained or developed under this Agreement; and/or (e) must be disclosed pursuant to subpoena or other legal process.

G. Liability, Indemnification and Insurance

1. *Limitation of Liability.* In no event whatsoever shall WRI be liable to Consultant for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement. In all other cases, WRI's liability to Consultant for any matter pertaining to the subject matter of this Agreement shall be limited, to the fullest extent

permissible by law, to the total Compensation paid by WRI to Consultant pursuant to this Agreement.

2. *Indemnification.* Consultant agrees to indemnify and hold harmless WRI, and its employees, representatives, officers, directors and agents from any and all liability, loss, damage, claim, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of Consultant's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Consultant's intentional or negligent conduct relating to performance of this Agreement.
3. *Insurance.* The Consultant shall take out and, during the period of effectiveness of this Agreement maintain, at its own cost, appropriate insurance coverage commensurate with the nature and extent of the Services and conditions in the countries where the Services are being performed. Such coverage shall at a minimum comply with the requirements of the applicable law and, in addition, include the following minimum coverages:
  - a) Consultants providing Services in the United States and all Consultants and Subcontractors incorporated in the United States
    - i. Worker's Compensation as required by law;
    - ii. Employer's liability insurance in the amount of USD 500,000 per occurrence;
    - iii. Commercial General Liability insurance in the amount of USD 5,000,000 per occurrence;
    - iv. Professional Liability insurance in the amount of USD 1,000,000 per claim and in the aggregate; and
    - v. With respect to automobiles operated in the performance of the Services, USD 1,000,000 combined single limit per occurrence.
  - b) All other Consultants
    - i. Consultants incorporated outside of the United States and providing Services outside of the United States are required to have insurance coverage reflective of local market conditions for their country of incorporation or of the country in which the Services are rendered, whichever is higher. The insurance coverage shall not be less than the minimum insurances listed in the World Bank's Individual Country Requirements –Vendor Insurance as published [here](#)<sup>1</sup>.
  - c) Upon request, Consultant shall provide the WRI with certificates of insurance for coverages referencing the Agreement by number. Consultant shall cause its liability insurance provider(s) to include the World Resource Institute as "additional insured", "indemnity principal", or similar provision on customary or omnibus insurer or industry forms. WRI may elect to withhold current payment if current certificates of insurance are not provided.

#### H. Warranties and Certifications

1. *Conflicts of Interest.* Consultant warrants that Consultant is presently, and will remain, for the Term of this Agreement, free from any commitments or conflicts of interest (contractual or otherwise) that would impair Consultant's performance of the Services in accordance with this Agreement. Consultant shall require any permitted subcontractor retained to assist Consultant in the performance of this Agreement to agree to similarly maintain itself free from conflicts of interest.
2. *Debarment and Suspension.* Consultant certifies that neither Consultant nor any person employed by Consultant in connection with the Services provided under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in providing these Services by any U.S. Federal department or

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<sup>1</sup> [https://onewri-my.sharepoint.com/:x:/g/personal/nicole\\_giffen\\_wri\\_org/EZyA6poBfqRNIXygsqifIKoBwJcgztDMqX9LWWFNac3ASA?e=wmBUTu](https://onewri-my.sharepoint.com/:x:/g/personal/nicole_giffen_wri_org/EZyA6poBfqRNIXygsqifIKoBwJcgztDMqX9LWWFNac3ASA?e=wmBUTu)

agency. Consultant further certifies that if, at any time after execution of this Agreement, it becomes aware that it or any person employed by it who participated, or is participating, in the performance of any Services under this Agreement is on, or is being added to a U.S. Federal department or agency debarment list, Consultant will provide notice of such to WRI within forty-eight (48) hours of Consultant's becoming aware of this fact.

3. *Ethical Behavior.*

- a. **Anti-Corruption and Bribery.** In carrying out and performing the Services, Consultant agrees to comply with all applicable anti-bribery and anti-corruption laws in the countries where Consultant has its principal place of business and where Consultant provides the services under this subagreement. Consultant further represents that neither Consultant nor any of its owners, directors, employees, agents, or subrecipients will directly or indirectly offer to pay, promise to pay or give anything of value to any government official for purposes of (i) influencing any act or decision of such government official in his official capacity; (ii) inducing such government official to do or omit to do any act in violation of the lawful duty of such official; (iii) securing any improper advantage; or (iv) inducing such government official to use his influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this Agreement. Additionally, in carrying out and performing services under this Agreement, Consultant shall not accept any gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice. For purposes of this section, "government official" means any official, officer, representative, or employee of any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. Consultant will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable WRI to ensure compliance with applicable anti-bribery and anti-corruption laws.
- b. **Positive Environment.** WRI and the Consultant are committed to providing a positive environment to staff and those with whom they work. Consultant represents and warrants that it has taken appropriate actions to ensure that all individuals with whom Consultant and its staff engage in connection with the Project are treated with respect and dignity. Consultant represents and warrants that it has taken appropriate steps to ensure that staff do not engage in discrimination or harassment, nor have any staff been found guilty of sexual misconduct to the best of the Consultant's knowledge. In addition, Consultant shall not tolerate sexual exploitation or abuse, trafficking in persons, including the procurement of commercial sex acts, and the use of forced or child labor. If Consultant becomes aware of any activities that would violate these principles, it will take immediate steps to rectify the situation and will promptly notify WRI in writing.
- c. **Reporting.** The Consultant may report concerns including, but not limited to, those of discrimination or harassment, conflicts of interest, theft, fraud or bribery, misconduct or inappropriate behavior, through WRI's reporting hotline found at [wri.ethicspoint.com](http://wri.ethicspoint.com).

4. ***Terrorism Certification.*** Consultant certifies that it shall not undertake or promote any activity that may directly or indirectly support terrorists, acts of terrorism, or other violent activity, and Consultant shall take reasonable steps to ensure that no person or entity expected to receive funds or other support in connection with this Agreement is named on any list of suspected terrorists or blocked individuals maintained by the government of the United States of America or the United Nations Security Council Consolidated List.

5. ***Consultant's Work Product.*** Consultant warrants that all Works produced by Consultant in connection with this Agreement are original with Consultant or that Consultant has obtained



the necessary permissions to use any Work or any part thereof. Consultant further warrants that Consultant's Work shall not infringe any copyright, defame any person or entity, or violate the privacy rights or any other right of any person or entity.

6. *Authority.* Consultant warrants that it has full power and authority to enter into and perform this Agreement.

7. *Integrity Provisions.* Consultant will adhere to Integrity Provision presented in EXHIBIT C.

I. Access to Information and Right of Inspection

1. Upon provision of reasonable notice to Consultant, WRI shall have the right to review and inspect activities conducted, data collected, and documentation relevant to this Agreement, including reports, drawings, studies, specifications, estimates, maps, computations, and similar materials prepared by or for Consultant.
2. Consultant shall maintain and make available for the inspection of WRI or its duly authorized representative at reasonable times appropriate accounting records and other evidence of time expended and costs incurred in connection with this Agreement. Consultant shall retain such records for three years from the date of final payment or until all disputes arising under this Agreement have been resolved.

J. Governing Law and Dispute Resolution

1. *Governing Law.* The Parties agree that this Agreement is to be governed by and construed according to the laws of the District of Columbia.
2. *Dispute Resolution.*
  - a. The Parties acknowledge that this contract is the result of their intentions to collaborate in good faith; they will therefore undertake good faith efforts to resolve any conflicts related to its interpretation, formalization, or compliance.
  - b. If resolution is not reached within 60 days and the value of the contract exceeds \$25,000, the issue can be escalated to:
    - i. an in-person meeting between the Parties' senior management or
    - ii. by submitting any unresolved disputes concerning or arising under this contract to a mediation process to be held in the District of Columbia, with each party to bear its own attorneys' fees and incidental costs, and costs of the mediation to be borne equally by both parties.

K. Miscellaneous

1. *Health and Safety.* Consultant acknowledges that the Services may require travel to regions that International SOS has designated as high or extreme-risk due to travel, security, or medical considerations.

Consultant is entitled to utilize the general risk rating and advice provided by International SOS (ISOS) found at [www.internationalsos.com](http://www.internationalsos.com) in connection with its performance of the Services; access to ISOS's website through a WRI user portal will be provided upon request. Please note that ISOS does not provide travel insurance.

Consultant understand the risks inherent in travel to high or extreme-risk regions, including without limitation, civil unrest due to political, economic, religious, and/or ethnic instability; criminal actions; health hazards due to disease and/or lack of medical infrastructure; and terrorism. Before traveling to a high or extreme risk region Consultant agrees to conduct their own review of the situation, including reviewing all relevant materials from International SOS (ISOS) that WRI has made available to Consultant, and will take the necessary precautions to protect themselves while traveling in such regions. Consultant assumes all responsibility



- for their personal health and safety in connection with the performance of Services and will not hold WRI liable for any injuries or losses incurred as a result of such travel.
2. *Translation.* In the event that this Agreement is translated into another language, the English version of this contract shall be considered the original document.
  3. *Independent Contractor.* Consultant is an independent contractor and is not an employee of WRI. Accordingly, Consultant is responsible for payment of all taxes and business license fees arising out of Consultant's activities under this Agreement and is not entitled to any WRI employee benefits. This Agreement does not in any way make the parties partners or joint venturers or principal and agent. Consultant shall not represent himself or herself as an agent of WRI or act in any other manner inconsistent with his or her independent contractor relationship to WRI without the express prior approval of WRI.
  4. *Assignments and Subcontracting.* Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party. Consultant shall not subcontract any of the services to be provided under this Agreement without the express prior written approval of WRI.
  5. *Integration, Modification and No Waiver.* This Agreement and Exhibits A and B attached hereto set forth the entire Agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement must be in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
  6. *Severability and Survival.*
    - a. If any provision of this Agreement or its application to particular circumstances is determined to be invalid or unenforceable, the remainder of this Agreement (including the application of the provision in question to other circumstances) shall not be affected by such invalidity or unenforceability, and all other provisions of this Agreement shall continue to be valid and binding upon both parties.
    - b. The duties, obligations, and rights imposed or granted in Sections E, F, G, H and paragraph D.3 of this Agreement survive expiration or termination of this Agreement.
  7. *Execution.* This Agreement may be executed in several counterparts, each of which shall be deemed an original.
  8. *Notices.* All notices pertaining to this subagreement shall be in writing and shall be transmitted either by personal hand delivery, or by overnight delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:
    - (i) For WRI: Don Spencer, World Resources Institute, 10 G Street, NE, Washington, DC 20002
    - (ii) For Consultant: \_\_\_\_\_

L. Order of Precedence

This Agreement consists of the body of this Agreement and its Exhibits A and B. Should an inconsistency exist between the body of this Agreement and/or its Exhibits, it shall be resolved by giving precedence in the following order:

- (1) Exhibit A: Funder Flow-down Requirements (if applicable)
- (2) Body of this Agreement

(3) Exhibit B: Scope of Work and Payment Terms

M. Acceptance

By signature of this Agreement, Consultant has reviewed and agrees to be bound by the terms of this Agreement.

\_\_\_\_\_  
Don Spencer  
Global Director, Grants and Contracts  
World Resources Institute

Date: \_\_\_\_\_

cc: Contract Files

\_\_\_\_\_  
Consultant Name  
Title  
If applicable: Business Name

Date: \_\_\_\_\_

## **EXHIBIT A: Funder-specific Flow-down Requirements**

### **Funder Specific Flow-down Requirements Central American Bank for Economic Integration**

This Agreement is funded either in whole or in part by a subaward agreement between WRI and the Central American Bank for Economic Integration (CABEI), funded by a funding agreement between CABEI and the Adaptation Fund (AF) and, as such, Consultant must agree to comply with the following flow-down requirements.

#### **1. Audits**

Consultant must timely collaborate with WRI and CABEI in any investigation or request for information from AF, auditors, consultants and/or independent mechanisms, among others, regarding any issue related to the execution of the Project.

Consultant must timely collaborate with WRI and the auditors that will be hired by CABEI to perform the final audit of the Project.

Consultant must timely provide any reports or similar, that WRI or CABEI requires regarding any matter related to the execution of the Project.

#### **2. Procurement**

Any procurement process under this Agreement requires WRI's previous approval. Project procurement processes that will be governed by the applicable [CABEI regulations](#)<sup>2</sup> will govern. Consultant must contact WRI before initiating any procurement process.

#### **3. Visibility**

Consultant should maximize opportunities to recognize the identity of Project funds and that they are provided by AF (for example, through the use of the AF logo and appropriate references in reports, publications, information provided to Project beneficiaries and to the press, related publicity materials and any other form of public information). In these cases, the consultant must contact WRI in advance.

#### **4. Obligation of confidentiality**

- a. Consultant declares and undertakes to maintain the strictest confidentiality with respect to all information to which it will have or has had access, under this Agreement, and which, including information that has been provided by one of the Parties to the other in writing, either by electronic and/or printed means, or any information to which it has had access.
- b. Consultant guarantees that such information will be treated strictly confidentially and may only be used for activities or functions directly related to its obligations related to this Agreement, and the disclosure, reproduction or disposition in any form of such information provided or to which it has access or knowledge under this Agreement is prohibited. The Parties undertake to respect the provisions contained in this clause even after the term of this Agreement has ended, or this Agreement has been terminated early, and their obligation not to disclose the information they have come to know shall remain in force for up to seven (7) years after the termination of the relationship established through this Agreement
- c. This obligation of confidentiality is extended to all personnel and officials who use or are linked to

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<sup>2</sup> <https://adquisiciones.bcie.org/politicas-y-normas/politicas-y-normas-de-adquisiciones>

this Agreement.

- d. Consultant declares that it is aware of the basic principles of Integrity, confidentiality and availability that govern the Bank's Information Security Policy, available on [CABEI's Website](#)<sup>3</sup>, and undertakes to comply with it, as well as with the other provisions that constitute its regulatory framework.
- e. Any serious contravention of the foregoing, understood as serious that which adversely affects at any level the Bank's official relations with the national authorities, or that results in public or commercial dissemination that harms in any way the confidentiality of the Bank's information, shall entitle the Bank to terminate this Subsidiary Agreement early. without any liability on their part, for which a written communication addressed to the Executing Entity will suffice.
- f. Likewise, the Executing Entity shall be responsible for and agrees to indemnify and hold harmless the Bank for any damages, both immediate and mediate, and immediate, arising directly and from the indirectly for having disclosed in any way any aspect derived from the information that by the object of this Subsidiary Agreement is known to him.
- g. The Bank and WRI agree to maintain the confidentiality of information collected or received by Consultant under this Agreement except that such information may be disclosed by the Bank in the following manner (and Consultant hereby consents to such disclosure): (i) to financial institutions from which the Bank obtains funds to finance its activities; (ii) its directors, officers, employees, agents, fiduciaries, advisors, and representatives; (iii) when required by a judicial request or as part of an administrative process; (iv) in connection with the exercise of any action contained in this Agreement or the exercise of the rights contained herein.
- h. Likewise, Consultant is aware that any improper use of the Confidential Information to which it has access will be considered a violation of confidentiality obligations and therefore will be subject to penalties, sanctions and civil liability with respect to the reparation of material damage or compensation for damages, in accordance with the provisions of the legislation of the country in which the services have been performed.

## **5. Compliance with environmental and social safeguards**

Consultant undertakes to guarantee its compliance with the environmental and social safeguards of WRI, CABEI, and the AF and its updates, as well as to guarantee its compliance with laws and regulations of the Beneficiary Countries regarding environmental and social matters, as well as compliance of international standards and good practices regarding environmental and social matters and of CABEI Environmental and Social Policy and its elements, related to the execution of this Agreement.

In line with these commitments, all activities and deliverables developed by the Consultant under this Agreement shall reflect and operationalize compliance with the environmental and social safeguards of CABEI and the Adaptation Fund. This includes the integration of environmental and social risk management measures; the incorporation of inclusive and participatory processes with local stakeholders; and the consideration of cross-cutting themes such as gender equality and the rights of Indigenous Peoples, where applicable. The Consultant shall document how these safeguard elements have been addressed throughout the implementation of the Scope of Work and shall collaborate with any review or audit required by WRI, CABEI, or the Adaptation Fund.

## **6. Special provisions in accordance with special provisions in accordance with ML/TF/FPWMD Risk Management Policy, Integrity and Sanctions:**

For the purposes of this Agreement, and in addition to clause H.4, the following definitions are adopted in the areas of Money Laundering, Financing of Terrorism, Integrity (Anti-Fraud and Anti-Corruption) and Sanctions:

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<sup>3</sup> [https://proveedoreserp.bcie.org/fileadmin/adquisiciones\\_institutionales/Políticas-del-BCIE.pdf](https://proveedoreserp.bcie.org/fileadmin/adquisiciones_institutionales/Políticas-del-BCIE.pdf)

"Contemplated Contractual Action" means any transaction, any transaction, action, activity or pronouncement in relation to the execution and development of this Agreement. These could be, without being limited to, transfers, payments, disbursements, receipt of products, goods, services and/or any management derived from this Agreement.

"Sanctionable Acts" Means any dealings, agreements, operations, or the entry into or performance of any transaction that: (i) is prohibited or subject to the application of a sanction of any nature by a Sanctioning Body, or (ii) could reasonably be expected to form the basis of any Adverse Sanction Consequences for CABEL.

"Adverse Sanctions Consequence" Means any material adverse determination, fine, penalty, punishment, administrative order, Sanction (whether secondary or otherwise), or other statement, determination, or decision of any Sanctioning Body that may have a material adverse consequence to the applicable person.

"Determination of an Adverse Sanctions Consequence" shall be understood when: (a) the Occurrence of Sanctions may lead to a material impediment to the execution of any Contemplated Contractual Action; or (b) the Occurrence of Sanctions or that the development and/or execution of any Contemplated Contractual Action may represent, cause or determine a Adverse Consequence of Sanctions for CABEL.

"Sanctions Lists" Records issued or disclosed by any Sanctioning Body under the laws and regulations on economic, financial or commercial sanctions, embargoes or arising from restrictive measures administered, promulgated or applied by any Sanctioning Body, including: United Nations (UN) Consolidated List of Sanctions, consolidated list of persons, groups and entities subject to financial sanctions of the European Union (EU), list of ineligible entities and individuals of the World Bank (WB), consolidated list of the Office of Foreign Assets Control (OFAC) and "HM Treasury Consolidated List of Targets" and any other that is recognized by CABEL.

"Sanctioning Body" means, but is not limited to, the United Nations, the European Union, the United Kingdom, the World Bank and governments and institutions or official bodies that observe CABEL in its financial activities.

"Occurrence of Sanctions" means the fact that the Beneficiary, Consultant or any other related entity: (a) Becomes a Sanctioned Person; (b) Perform any transaction or other actions performed under this Agreement that are or constitute Sanctionable Acts; or (c) Have business or initiate or carry out transactions considered Sanctionable Acts.

"Sanctioned Country" refers to the Crimea, Donetsk and Luhansk regions of Ukraine, Iran, Venezuela, North Korea, and Syria. This list may be updated in accordance with the lists of the Sanctioning Bodies.

"Sanctioned Person" means any person, natural or legal, who: (i) is on any Sanctions List; (ii) is controlled<sup>4</sup> by or owned<sup>5</sup> by any person on a Sanctions List; (iii) has been found guilty of punishable acts; (iv) is located, organized or resident in a Sanctioned Country; and (v) who, in CABEL's reasonable opinion, has a risk to the Operation/Project or to CABEL or any of its sources of resources related to the Operation/Project.

"ML/TF/FPWMD Risk Management Policy, Integrity and Sanctions" means CABEL "Money Laundering, Terrorism Financing, Financing of Proliferation of Weapons of Mass Destruction Policy, Integrity and Sanctions".

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<sup>4</sup> The European Union considers an entity sanctioned, when it is controlled by a blocked entity/person.

<sup>5</sup> The European Union considers an entity sanctioned, when it is owned by 50 per cent or more of a blocked entity; The sum of the percentages does not accumulate between multiple owners. The United States considers a blocked entity, when it is owned by 50 per cent or more of a blocked entity or by the sum of the cumulative percentages among multiple owners.

Declarations from Consultant in relation to the Money Laundering, Financing of Terrorism, Integrity (Anti-Fraud and Anti-Corruption) and Sanctions Risk Management Policy, Integrity, and Sanctions of CABEL:

- a) That the remunerations that WRI will pay will not be used to finance money laundering, terrorism, prohibited practices, Sanctionable Acts or other illicit activity.
- b) In accordance with its economic activity and/or its applicable legal system, that it has adopted, implemented, and maintains adequate policies, regulations, procedures and/or internal controls in force to ensure compliance with all applicable international laws and standards regarding Money Laundering, Financing of Terrorism, Integrity (Anti-Fraud and Anticorruption) and Sanctions.
- c) Guarantees that: (a) To the best of its knowledge and understanding, none of its directors, officers, employees, agent or representative is a Sanctioned Person, understood as any person, natural or legal, that: (i) is on any Sanctions List; (ii) that is owned<sup>6</sup> or controlled<sup>7</sup> by any person on a Sanctions List; (iii) has been found guilty of Sanctionable Acts; (iv) is located, organized or resident in a Sanctioned Country; and (v) whoever, in CABEL's reasonable opinion, represents a risk for CABEL or any of its sources of resources related to the services. (b) That, at the time of this Agreement, is not located, organized or resident in a country or territory subject to sanctions by any Sanctioning Body.
- d) That will ensure the suitability of those related to financing with CABEL resources and other resources. This includes compliance with recognized international good practices in ML/TF/FPWMD, Integrity, Sanctions, as well as searches carried out on Sanctions Lists.

Special Obligations and Authorizations within the Framework of the ML/TF/FPWMD Risk Management Policy, Integrity, and Sanctions:

- a) Consultant undertakes to comply in a timely manner with the requirements requested by the Bank in compliance with its internal procedures related to the prevention of Money Laundering and Financing of Terrorism, Integrity (Anti-Fraud and Anti-Corruption) and Sanctions, available on the website: <https://www.bcie.org/novedades/publicaciones/normativas>, as well as those contemplated in the legislation on the matter, applicable in the country where it fulfills its obligations. This includes, but is not limited to, sending WRI in a timely manner the documentation required by CABEL to perform due diligence, as well as updating the information when CABEL requires it, while this subagreement is in force.
- b) Consultant undertakes to communicate any change in its organizational shareholding structure, members of the board of directors, mergers with other companies, acquisitions of or by other companies and any significant information for the duration of the Contract.
- c) Consultant authorizes WRI and CABEL without any restriction, to carry out and update the screening process in the available systems and databases of directors, officials, employees, representatives and agents that maintain a relationship with CABEL, derived from this Subagreement in order to verify compliance with the CABEL Policy on ML/TF/FPWMD, Integrity and Sanctions.
- d) Consultant will report any warning signs or red flags identified during the execution of this Contract, through WRI.
- e) Consultant must ensure the suitability of the related parties financed with CABEL resources. This

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<sup>6</sup> The European Union considers an entity sanctioned, when it is owned by 50 per cent or more of a blocked entity; The sum of the percentages does not accumulate between multiple owners. The United States considers a blocked entity, when it is owned by 50 percent or more of a blocked entity or by the sum of the cumulative percentages among multiple owners

<sup>7</sup> The European Union considers an entity sanctioned, when it is controlled by a blocked entity/person

includes compliance with recognized international good practices in ML/TF/FPWMD Risk Management, Integrity, and Sanctions, as well as the screening process carried out on Sanctions Lists. Likewise, it must make available to CABEL the information on those related parties it financed with CABEL resources, if required.

- f) Consultant must notify CABEL, within a period of no more than ten (10) calendar days after becoming aware by any means or having carried out any Occurrence of Sanctions. Likewise, Consultant agrees to take all appropriate measures to isolate, separate or eliminate all relationships with sanctioned persons or entities and not involve them in any of the activities within the framework of this financing, either directly or indirectly.

CABEL declarations within the Framework of the ML/TF/FPWMD Risk Management Policy, Integrity, and Sanctions:

CABEL, in compliance with the provisions of its ML/TF/FPWMD Risk Management Policy, Integrity and Sanctions, states the following:

- a) That it reserves the right not to finance any Sanctioned Person or Sanctioned Country, and not to participate in activities and operations that constitute or may constitute a violation of the laws and regulations on sanctions.
- b) CABEL reserves the right and power to withhold, suspend or definitively reject any payment or disbursement that must be made under this Agreement and to execute other measures, without any liability on its part, when: (i) there is a breach by Consultant of any of the obligations relating to the ML/TF/FPWMD Risk Management Policy, Integrity and Sanctions and this Agreement; and (ii) when, as a result of the Due Diligence, it is identified that Consultant, its directors, officials, employees, representatives and agents do not comply with the regulations related to ML/TF/FPWMD Risk Management, Integrity and Sanctions.
- c) During the term of this Agreement, if Consultant, its directors, officers, employees, representatives and agents, show indications of activities related to Money Laundering or any source, underlying, determinant, precedent or serious crime, which are known to CABEL, CABEL may inform the competent authorities and take all additional measures that may be necessary, according to the provisions of its internal regulations.

Sanctions Occurrence Evaluation

WRI and/or CABEL will send a written notification to Consultant about the occurrence of sanctions to immediately, partially or totally, suspend performance of the Subagreement as determined by CABEL's sole discretion.

Within a period not exceeding ten (10) calendar days, counted from the first business day following the delivery of the notification referred to in the previous paragraph, CABEL will make all reasonable efforts to: (a) Discuss in good faith the impact of the Sanctions Occurrence; and (b) Evaluate and discuss in good faith possible solutions to mitigate the potentially negative consequences of the Sanctions Occurrence.

During the period of ten (10) days indicated above and if after evaluating the situation as indicated in paragraph (b) above, CABEL makes a Determination of Negative Consequence of Sanctions, then in both cases CABEL is fully empowered and will have the right to refrain from executing any Contemplated Contractual Action, without any liability on its part, also reserving the right to terminate the Subagreement early, as determined at CABEL and WRI's sole discretion.

**7. Ethical values and institutional principles**



Consultant declares that it is aware of the ethical values and institutional principles that prevail at CABEI, within the framework of CABEI Code of Ethics, available on [CABEI Web Page<sup>8</sup>](#), and consequently undertakes to observe and comply with it without any restriction; any noncompliance of CABEI ethical values and institutional principles or CABEI Code of Ethics will give right to WRI for an early termination of this Subagreement, without any responsibility or liability on its part, and the only requirement will be the written communication addressed to the Consultant, without prejudice to the pertinent criminal and civil actions.

## **ANNEX I CABEI's INTEGRITY PROVISIONS**

### **A. Counterparties and their Related Parties**

All natural or legal persons who participate or provide services with resources from this Program, as well as any other analogous condition, hereinafter referred to as Counterparts and their Related Parties, must refrain from carrying out any act or action that is or may be classified as a Prohibited Practice as established in paragraph (B) below of this Annex.

### **B. Prohibited Practices**

By virtue of the above, CABEI has established a Reporting Channel as the mechanism to report irregularities, as well as the commission of any Prohibited Practice, in the use of CABEI funds or funds managed by it, through the institutional website: [https:// www.bcie.org/acerca-del-bcie/medios-de-denuncias](https://www.bcie.org/acerca-del-bcie/medios-de-denuncias).

For the purposes of this Agreement, Prohibited Practices shall be understood as the following:

- a. Bribery: Consists of the offer, supply, acceptance, or direct or indirect solicitation of anything of value for the purpose of improperly influencing the action or decision of the person competent to make decisions with respect to this Agreement.
- b. Fraudulent Practice: Any act or omission, including a misrepresentation of facts, that misleads or is intended to mislead another person for the purpose of obtaining an improper benefit, financial or otherwise.
- c. Collusion: Agreement made between two or more parties with the intent to achieve an improper purpose or improperly influence the actions of another party.
- d. Coercive Practice: It consists of the act of threatening another with causing himself or members of his family, in his person, honor, or property an evil that constitutes a crime, to influence decisions during any

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<sup>8</sup> <https://www.bcie.org/en/news-and-media/publications/publication/code-of-ethics>

of the procurement or contracting processes or during the execution of the corresponding agreement, whether the objective has been achieved or not.

The Bank reserves the right to unilaterally terminate the Agreement without the need for any judicial or extrajudicial declaration in the event that it is determined that the selected Executing Entity has promoted or executed these practices.

### **c. Declarations and Obligations of the Executing Entity**

The Executing Entity shall expressly communicate to its Related Parties (contractors, subcontractors, suppliers, supervisors, bidders and similar) the declarations and obligations of this Annex to the contractual documentation that governs the relationship between the Beneficiary and its Related Parties, when it is directly related to the obligations of this Agreement.

Specific Declarations of the Executing Entity:

The Executing Entity declares that:

- a. They are familiar with CABEL's Reporting Channel, as a mechanism to report irregularities or the commission of any Prohibited Practice in the use of CABEL funds or funds managed by it
- b. They will keep all documents and records related to CABEL activities for a period of up to seven (7) years, counted from the end of this Agreement.
- c. As of the date of signing this Agreement, it has not been committed in its own way or through related parties (officers, employees, representatives and agents) or as any other type of analogous relationship, in Prohibited Practices.
- d. All information presented is truthful and therefore has not misrepresented or concealed any facts during the selection, awarding or execution processes of this Agreement.
- e. Neither they, nor their agents, staff, contractors, consultants, directors, officers or shareholders
  - (a) have been disqualified or declared by an entity to be ineligible for the award of agreements financed by any other entity, or (b) have been found guilty of crimes related to Prohibited Practices by the competent authority.
- f. None of its directors, officers, or shareholders has been a director, officer, or shareholder of an entity that (a) is debarred or declared ineligible by any other entity, or (b) has been convicted of an offense related to Prohibited Practices by the competent authority.

#### Obligations of the Executing Entity:

The following are the obligations of the Executing Entity:

- a. Not engage in any Prohibited Practices in the execution of this Agreement with own funds or funds administered by it.
- b. Report, during the execution of the Agreement, through the Reporting Channel, any irregularity or the commission of any Prohibited Practice related to the procurement of goods and services required by CABEL with CABEL's own funds or funds managed by it.
- c. In relation to the prohibited practices reported, either by the Executing Entity or by third parties, through the Reporting Channel and in relation to the service subject to the Agreement, to allow and facilitate interviews with its shareholders, directors, executives or employees of any status, and to provide all the collaboration and assistance that may be necessary in the event of any audit or investigation from CABEL or any researcher hired by CABEL. CABEL for such purposes.
- d. In relation to the prohibited practices reported, either by the Executing Entity or by third parties, through the Reporting Channel and in relation to the service subject to the Agreement, respond within the period established in the communications made by CABEL, to queries related to any, inquiry, inspection, audit or investigation from CABEL or any appropriately appointed investigator, agent, auditor, or consultant, either by written, virtual or verbal means, without any type of restriction.
- e. In applicable cases, to reimburse, at CABEL's request, reasonable expenses or costs related to the activities and investigations carried out in relation to the commission of Prohibited Practices. The Declarations and Obligations made by the Executing Entity contained in paragraph C. are true and shall remain in force from the date of signature of this Agreement, during its validity and until the termination of this Agreement to the satisfaction of the Bank.

#### **D. Audit and Investigation Process**

CABEL reserves the right to execute the audit and investigation procedures that assist it.

CABEL will grant the Counterparties and their Related Parties the procedural opportunity to present their defense arguments through an administrative procedure. This includes, but is not limited to, CABEL's right to share or make public the contents of that list.

#### **E. List of Prohibited Counterparties**

CABEI may, at its sole discretion, incorporate the Counterparties and their Related Parties into the List of Prohibited Counterparties, which it has instituted for this purpose. The temporary or permanent disqualification from said List of Prohibited Counterparties will be determined on a case-by-case basis by CABEI.

#### **F. Acceptance of Integrity Provisions**

The Executing Entity acknowledges that by accepting this Annex I, it undertakes to comply with CABEI's Anti-Fraud, Anti-Corruption and Other Prohibited Practices Policy and other applicable regulations on the matter, abiding by CABEI's actions and decisions in the event of the existence of any practice contrary to these regulations (regulations). CABEI's Anti-Fraud, Anti-Corruption and Other Prohibited Practices Policy is available on the website: <https://www.bcie.org/acerca-del-bcie/oficina-de-integridad-y-cumplimiento>.

This Addendum forms an integral part of this Agreement, and Consultant hereby agrees to each of the provisions herein.

## EXHIBIT B: Scope of Work and Payment Terms

### Scope and Schedule of Work

*Activities and Deliverables:*

**Activity 1.**

**Activity 2.**

**Activity 3.**

Table 1. Deliverables:

Deliverable Number	Deliverable Name	Deliverable Description/ Acceptance Criteria	Due Date
1			
2			
3			

### Compensation, Expenses, and Schedule for Payment

As a Fixed Fee contract, each payment should be based on the receipt and acceptance by WRI of a product/deliverable and invoice.

The total amount payable under this contract is [mention total amount], which includes compensation of [mention compensation].

Compensation:

The Consultant will be paid a fixed fee of [mention amount] as per payment schedule below, upon submission of an invoice.

Table 2. Payment Schedule:

Payment	Invoice Due Date	Amount	Basis
1		US \$Amount	FP: Upon submission to and acceptance by WRI of Deliverable # and an invoice
2			
3			
4			
5			

*Instructions for Invoicing:*

All Consultants working with WRI for the first time must complete a vendor profile at the following link prior to payment: <https://wrvendorsportal.powerappsportals.com/>.

All invoices must be in English, addressed to the World Resources Institute, and contain the following information: contractor or vendor name and logo (if applicable); address and contact information; description of the product or services provided; currency, total amount, and a signature.

### Scope and Schedule of Work

*Activities and Deliverables:*

**Activity 1.**

**Activity 2.**

## EXHIBIT C: Integrity Provisions

### Integrity Provisions

#### A. Counterparties and their related parties:

All natural or legal persons who participate or provide services in projects or operations, whether in their capacity as offerors, borrowers, sub-borrowers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, beneficiaries of donations (and all their employees, representatives and agents), as well as any other type of analogous relationship, hereinafter referred to as Counterparties and their Related Parties, must refrain from carrying out any act or action that falls within or may be classified as a Prohibited Practice as established in literal (B) of this Appendix.

#### B. Prohibited Practices:

CABEI has established a Reporting Channel as the mechanism for reporting and investigating irregularities, as well as the commission of any Prohibited Practices, in the use of CABEI funds or funds administered by it.

For the purposes of this agreement, Prohibited Practices shall be understood as the following:

- i. **Fraudulent Practice:** Any act or omission, including misrepresentation of facts and circumstances, that deliberately or negligently deceives or attempts to deceive any party in order to obtain a financial or other benefit, whether for themselves or a third party, or to evade an obligation owed to another party.
- ii. **Corruptive Practice:** Consists of offering, giving, receiving, or soliciting, directly or indirectly, something of value to improperly influence the actions of another party.
- iii. **Coercive Practice:** Consists of harming or causing harm, or threatening to harm or cause harm, directly or indirectly, to any party or its property in order to improperly influence the actions of a party.
- iv. **Collusive Practice:** An agreement entered into between two or more parties with the intent to achieve an improper purpose or improperly influence the actions of another party.
- v. **Obstructive Practice:** Consists of: (a) deliberately destroying, falsifying, altering, or concealing evidence material to an investigation, or making false statements in investigations, in order to impede an investigation into allegations of corrupt, fraudulent, coercive, or collusive practices; and/or threatening, harassing, or intimidating any of the parties to prevent them from revealing knowledge they have on matters relevant to the investigation, or to prevent the investigation from proceeding; or (b) intentionally taking action to physically impede CABEI's exercise of its contractual rights to audit and access information.

#### C. Declarations and Obligations of the Counterparties:

The Counterparty(ies) shall transfer the following statements to their Related Parties (sub-borrowers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, offerors, beneficiaries of donations and the like), and shall expressly establish them in the contractual documentation that governs the relationship between the Counterparty(ies) and their Related Parties. The foregoing shall apply to operations financed

with CABEL resources or administered by it, in order to prevent them from incurring in the commission of Prohibited Practices, obligating both the Counterparty and its Related Parties to comply with the actions and decisions that CABEL deems pertinent, in the event that the existence of any of the Prohibited Practices described in section (B) of this Appendix is verified.

#### Particular Declarations of the Counterparties

The Counterparties declare that:

- i. They are aware of the CABEL Reporting Channel as a mechanism for reporting and investigating irregularities or the commission of any Prohibited Practices in the use of CABEL funds or funds administered by it.
- ii. They will retain all documents and records related to CABEL-financed activities for a period of ten (10) years, counting from the termination of this contract.
- iii. As of the date of this contract, no Prohibited Practices have been committed, either by themselves or through related parties (employees, representatives, and agents), or in any other type of analogous relationship.
- iv. All information presented is truthful and, therefore, no facts have been misrepresented or concealed during the eligibility, selection, negotiation, bidding, and execution processes of this contract.
- v. Neither they nor their directors, staff, contractors, consultants, or project supervisors (i) have been disqualified or declared ineligible by any entity to obtain resources or be awarded contracts financed by any other entity, or (ii) have been found guilty of offenses related to Prohibited Practices by the competent authority.
- vi. None of their directors and officers have been directors, officers, or shareholders of an entity (i) that is disqualified or declared ineligible by any other entity, (ii) or have been found guilty of an offense related to Prohibited Practices by the competent authority.

#### Obligations of the Counterparties

The Counterparties' obligations are as follows:

- i. Not to engage in any Prohibited Practices in programs, projects, or operations financed with CABEL's own funds or funds administered by it.
- ii. To report, during the contract selection, negotiation, and execution process, through the Reporting Channel, any irregularities or the commission of any Prohibited Practices related to projects financed by CABEL or funds administered by it.
- iii. To reimburse, at CABEL's request, expenses or costs related to activities and investigations carried out in connection with the commission of Prohibited Practices. All of the aforementioned expenses or costs must be duly documented, and the Counterparties are obligated to reimburse them upon CABEL's sole request within a period of no more than ninety (90) calendar days from receipt of the collection notice.
- iv. Grant unrestricted access to CABEL or its duly authorized representatives to visit or inspect the offices or physical facilities used in connection with projects financed with CABEL's own funds or administered by it. They will also permit and facilitate interviews with its shareholders, directors, executives, or employees of any status or salary relationship. They will also permit access to the physical and digital files related to said projects or

operations and must provide all necessary collaboration and assistance to ensure the proper execution of the planned activities, at CABEL's discretion.

v. Respond within a reasonable period of time to inquiries related to any inquiry, inspection, audit, or investigation from CABEL or any appropriately designated investigator, agent, auditor, or consultant, whether in writing, online, or verbally, without any restrictions.

vi. To comply with and comply with any recommendation, requirement, or request issued by CABEL or any person duly designated by it, related to any aspect of CABEL-financed operations, their execution, and operation.

The Declarations and Obligations made by the Counterparties contained in this Section C are true and shall remain in effect from the date of signature of this contract until the date on which the amounts owed under it are fully satisfied.

**D. Audit and Investigation Process:**

Prior to determining the existence of irregularities or the commission of a Prohibited Practice, CABEL reserves the right to execute the audit and investigation procedures available to it and may issue an administrative notification based on the analysis, evidence, proof, results of the investigations, and any other available elements related to the event or Prohibited Practice.

**E. Recommendations:**

When irregularities or a Prohibited Practice are determined, CABEL will issue the following actions and recommendations, but they are not limited to, and these are mandatory. This is without prejudice to CABEL's authority to report the case to the competent local authorities:

- i. Issuance of a written warning.
- ii. Adoption of measures to mitigate the identified risks.
- iii. Suspension of disbursements.
- iv. Release of resources.
- v. Request for advance payment of resources.
- vi. Termination of the business or contractual relationship.
- vii. Suspension of contracting processes or procedures.
- viii. Request for additional guarantees.
- ix. Execution of bonds or guarantees.
- x. Any other course of action applicable under this contract.

**F. List of Prohibited Counterparties:**

CABEL may add Counterparties and their Affiliates to the List of Prohibited Counterparties, which it has established for this purpose. Temporary or permanent debarment from the List of Prohibited Counterparties will be determined on a case-by-case basis by CABEL.

CABEL will provide Counterparties and their Affiliates with the opportunity to present their defense through administrative proceedings. This includes, but is not limited to, CABEL's right to share or make public the contents of this list.

This Appendix forms an integral part of this contract, and the Counterparty accepts each of the provisions stipulated herein.