



**Micronesia Project Finance for Permanence
Community and Conservation Development Plan**

REQUEST FOR PROPOSAL

4245 Fairfax Dr. #100, Arlington, VA 22203

31 July 2026

CONFIDENTIAL

Disclose and distribute solely to employees of The Nature Conservancy needing to know, and to potential Suppliers.

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1.0 Introduction and Overview

1.1 Statement of Purpose

It is the intention of The Nature Conservancy ("Conservancy" or "TNC") to solicit Proposals for the provision of the Micronesia Project Finance for Permanence Community and Conservation Development Plan. Those receiving this Request for Proposal ("RFP") are referred to as "Supplier".

The Conservancy has offices in over 80 countries globally. Our mission is to conserve the lands and waters on which all life depends. Please visit www.nature.org for more information on the Conservancy activities and where we work.

1.2 The Conservancy's Procurement Process

Procurement activities will be carried out without discrimination, with Suppliers treated in an open, fair, and transparent way.

The Conservancy reserves the right to reject any or all offers for any reason, waive technicalities, and pursue purchasing in a manner that is in the organization's best interest.

1.3 Conservancy's Obligations

The Conservancy has no obligation or liability arising from the issuance of this RFP or any actions taken in connection with it.

1.4 Supplier's Obligations

The Supplier must respond to all sections of this RFP and provide sufficient information to allow the Conservancy to evaluate the Proposal. By submitting its Proposal, the Supplier agrees that any costs incurred by them in responding to this RFP are the Supplier's responsibility and may not be billed to the Conservancy.

If the Conservancy has any confusion or difficulty retrieving information from a Supplier's Proposal, the Conservancy may seek written clarification from the Supplier. Unless requested by the Conservancy, the Supplier will not be allowed to resubmit their Proposal to the Conservancy.

The Supplier shall not use the names, logos, images, or any data or results arising from the anticipated contract for advertising without the Conservancy's prior written consent.

1.5 Proposal Pricing Structure

The Conservancy requests firm fixed pricing for this assignment, provided, however that if, per section 2.1, the Conservancy requests in-person Supplier participation for consultations and/or validation processes, travel expenses will be reimbursed up to a limit estimated by the Conservancy and agreed upon in the contract negotiation process. In order to receive reimbursement, travel expenses must be accompanied by receipts and eligible for reimbursement in accordance with the Conservancy's travel expense policies.

With the exception of actual travel expense reimbursement, if a Supplier is selected for contract award and additional costs are presented during the contract negotiations or implementation, the Conservancy has the right to reject that Supplier.

Supplier Submission Requirements

All Proposal responses will follow the instructions indicated in Section 3. Suppliers may include hyperlinks to their websites or online documentation in their responses to reduce Proposal size.

NOTE: Such hyperlinks must go directly to the required information, and Suppliers must include the section on their website where it can be found.

1.6.1 Supplier Confirmation of Intent to Participate

Upon receiving the RFP packet, Suppliers must submit their confirmation of intent to participate in this procurement process through the email address, kelsey.vaughn@tnc.org before the date and time indicated in Section 1.10.

1.6.2 Nature of Proposals

All material submitted in response to this RFP will become the property of the Conservancy and may be returned only at the option of the Conservancy and at the expense of the Supplier.

1.6.3 Contractual Commitment of Proposal

The contents of the submitted Proposals will be considered obligations of the successful Supplier. Suppliers should ensure that their Proposals are valid throughout the RFP process and, if selected for contract award, valid until the contract is executed. Suppliers should not submit information that will not be incorporated into the Proposal and any contract that may result from such Proposal.

If there is any inconsistency between the terms herein and any other Conservancy contract documents, the other Conservancy contract document terms shall prevail.

1.6.4 Submission of Supplier's Queries on the RFP

All Supplier queries must be submitted through the email address kelsey.vaughn@tnc.org. It is the Supplier's responsibility to seek clarification if they do not fully understand or if it may be interpreted in more than one way.

It is the Conservancy's policy to avoid situations that:

- Place it in a position where its judgment may be biased;
- Create an appearance of conflict of interest concerning rendering an impartial, fair, technically sound, and objective decision before selection; or
- Give an unfair competitive advantage to competing Suppliers.

Therefore, to ensure an ethical and transparent procurement process, all inquiries or other communications regarding this RFP shall **exclusively be directed** to the person listed in Section 1.6.1, who is TNC's local BU Procurement Contact. Responses to Supplier queries received will be shared by email with all Suppliers. However, the Conservancy is not required to answer all questions that are not pertinent to the RFP or considered to be the Conservancy's proprietary information.

If the Supplier or its affiliates, officers, employees, agents, consultants, or subcontractors violate these restrictions, they will be disqualified from the RFP and their Proposal will be rejected.

1.6.5 Proposals Submission

Suppliers must submit their Proposals through kelsey.vaughn@tnc.org on or before the submission due date and time indicated in Section 1.10. Any Proposal received after the specified date and time will be disqualified from proceeding to the evaluation stage.

TNC will not accept hardcopy Proposals.

1.7 Evaluation Process

The Conservancy's evaluation process is based on a confidential scoring method involving ratings and weighted scores that will not be shared with the Suppliers. In general, the Proposals will be evaluated based on the following evaluation criteria:

- *Mandatory requirements*

- *Organization's experience in similar assignments*
- *Proposed methodology and work plan*
- *Proposed key personnel experience and qualifications*
- *Supplier's sustainability considerations Proposed assignment pricing*
- *Interviews/presentation criteria (if needed)*

The Conservancy will evaluate Supplier Proposals in three *potential* stages:

1.7.1 Stage 1: Technical and Financial Proposal Evaluation

A Technical Proposal refers to a Supplier's proposed resolution to a problem or assignment that includes a detailed description of the proposed approach, the requirements, and the resources needed to implement the proposed solution, among others.

The Conservancy will evaluate and compare all Suppliers' Technical and Financial Proposals against Sections 2–4 of this RFP, using the evaluation criteria set above, and shortlist Suppliers to proceed to Stage 2. The Conservancy reserves the right, at its sole discretion, to request clarification, conduct interviews, or seek additional information from one or more Suppliers as part of the evaluation process.

1.7.2 Stage 2: Interviews/Presentations

An interview/presentation process will be conducted as needed at the Conservancy's sole discretion, during which the Supplier and the Conservancy can ask clarifying questions as they review the Supplier's Proposal.

The Conservancy, at its discretion, may share any knowledge or data discussed during the presentation that is not considered confidential or proprietary to either party and that will be beneficial to all participating Suppliers that reach this stage. TNC will shortlist the final Suppliers to proceed to Stage 3.

1.7.3 Stage 3: Negotiations Stage

The Conservancy will clarify any additional assignment requirements and may allow the Supplier to revise their Financial Proposal based on the negotiated terms. The Conservancy reserves the right to review and negotiate further pricing before selecting a Supplier for contract award.

Note: A contract award is not finalized until both parties mutually accept and sign the contract in writing. Suppose neither the Conservancy nor the Supplier reaches an agreement, the Conservancy reserves the right to rescind the award notification and either begin discussions with the second-ranked qualifying Supplier, restart the RFP process, or terminate the project.

1.8 Supplier Notification of Evaluation Outcome

Successful and unsuccessful Suppliers will be notified of the evaluation outcome in writing via email. The Conservancy shall not be obligated to provide specific details of any of the scores or results of the evaluation.

1.9 Certificate of Insurance

The Supplier shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. If selected for contract award, the Supplier will then be required to add the Conservancy to its certificate of insurance before signing the contract.

1.10 Key RFP Timelines

The dates for each RFP requirement are as follows:

Event	Date	Time and Zone
Supplier's email confirmation of intent to participate	7 August 2026	11:59 EST
Supplier submits any clarification queries	7 August 2026	11:59 EST
The Conservancy's Response to Supplier's Queries	14 August 2026	11:59 EST
Proposal Due Date (with signed Conflict Inquiry Form)	21 August 2026	11:59 EST
Supplier Interviews/Presentations	TBD, as needed	
Artificial Intelligence (AI) Review	TBD, as needed	
Security and Privacy Review (SPR)	TBD, as needed	
Negotiation Phase	28 August 2026	11:59 EST
Selection of Supplier for contract award	3 September 2026	11:59 EST

2.0 Project Background

The Project Finance for Permanence (PFP) in Micronesia aims to secure lasting financial support to achieve ambitious community and conservation goals by rallying major financial commitments from partners. Donors and the Governments of the Federated States of Micronesia, Republic of the Marshall Islands, Republic of Palau, Guam, and the Commonwealth of the Northern Mariana Islands pledge long-term support through agreed terms. A legally

binding single closing agreement (the PFP Agreement) binds these commitments, outlining each party's obligations. The initiative ensures sustained funding for community and conservation development goals.

Achieving this requires development of an ambitious and clear strategic Community and Conservation Development Plan (CCDP), an essential document that will be formally annexed to the PFP Agreement, that aligns with the existing Micronesia Challenge partnership and its commitments across the region. The CCDP will set forth the overall goals, principles and strategy of the PFP project, with separate chapters for each of the five jurisdictions setting forth specific CCDP plans.

As described in this RFP, the Contractor will act as a direct support service to TNC during the project planning phase to lead the writing of focal CCDP sections and editing to ensure the standardization of content and terminologies across the five (5) specific jurisdictional chapters. In direct coordination with TNC, the outcome of this contract will be a comprehensive, consistent, and stakeholder-vetted CCDP that provides sufficient project and regional context, describes the PFP model and participatory co-development process, clearly defines a comprehensive set of co-developed community conservation commitments, and establishes cohesive Monitoring, Evaluation and Learning (MEL) frameworks to track progress towards project goals in the implementation.

The Contractor shall structure their workplan to remain adaptive to potential changes in the broader PFP workplan and timeline, as required by unforeseen circumstances or shifting needs specific to related project development processes, including government consultations, safeguards, and activity costing.

2.1 Assignment Scope of Work

Meet regularly (at least one (1) meeting per week, or as needed) with TNC's Micronesia PFP Regional and/or Global CCDP Lead, and TNC's CCDP Workstream Team.

As needed, coordinate with TNC or partner subject matter experts (e.g., regional staff, financial modelers, policy team, community conservation/science leads, and other relevant project team members) to ensure the accuracy and completeness of CCDP content.

Participate in government and partner coordination calls, facilitation meetings, workshops, or other co-development activities, as requested by the Regional/Global CCDP Leads or Project Director.

Support the CCDP Workstream Team in all aspects of CCDP development, as requested by the Regional/Global CCDP Leads or Project Director. This support may include:

- 1) Lead the development and maintenance of the overall CCDP document structure, ensuring consistency and integration across all regional and

- jurisdictional chapters, annexes, MEL frameworks, financial information, safeguards considerations, and implementation arrangements.
- 2) Lead the writing for the following CCDP sections in coordination with the CCDP Regional/Global Leads: Preliminaries (Title Page, List of Figures/Tables/Acronyms, Terminologies, Table of Contents), Executive Summary, Introduction, Core Principles of CCDP development, and five (5) Jurisdictional chapters: Introduction and Context sections, among other sections as needed (See Appendix D: Draft Community and Conservation Development Plan Outline).
 - 3) Oversee and ensure a high quality of writing and consistent use of language, flow, tone and terminology across regional-scale CCDP content and jurisdictional chapters while retaining necessary and relevant local context.
 - 4) Maintain a master comment-response matrix and document version tracking system, ensuring that all substantive comments, decisions, revisions, and outstanding issues are appropriately documented and resolved.
 - 5) Support the analysis and synthesis of consultation findings, workshop outputs, technical inputs, and stakeholder feedback into clear and actionable CCDP content. Consultations and related communications with government representatives, partners, and other stakeholders will be led by the TNC Project Team and may involve travel to one or more workshops in the Micronesia region, as agreed and approved by TNC.
 - 6) Support the identification, drafting, refinement, and documentation of Government Milestone Commitments and related implementation commitments, ensuring alignment with CCDP goals, financial requirements, implementation feasibility, and monitoring frameworks. Identify policy, legal, institutional, governance, and capacity gaps that may affect CCDP implementation and document recommendations, assumptions, and enabling conditions required to achieve the CCDP objectives.
 - 7) Coordinate with the financial planning and costing teams to ensure that CCDP activities, objectives and implementation commitments are appropriately reflected in costing exercise, financial models, implementation schedules, and funding strategies
 - 8) Coordinate with the TNC Safeguards Lead to ensure that the relevant environmental and social consideration, risks, mitigation measures, stakeholder feedback, and safeguard commitments are appropriately reflected in CCDP content and implementation planning.
 - 9) Incorporate relevant global and/or regional conservation standards and best practices (e.g., IUCN, Open Standards) into CCDP content.
 - 10) Gather and document an evidence base for decision-making (e.g., identifying priority activities aligned with project goals, cost actuals, capacity building needs, etc.).
 - 11) Support development of contextually relevant terminology and legal definitions.
 - 12) Support development of regional or jurisdictional-scale MEL frameworks
 - 13) Track and document key assumptions, risks, dependencies, unresolved issues, and critical decisions that may impact CCDP development, implementation, financing, or approval processes.

- 14) Conduct quality assurance reviews of CCDP content to ensure technical accuracy, consistency, completeness, traceability to consultation outcomes, and alignment with agreed CCDP frameworks, templates, and standards.
- 15) Support the consolidation of up-to-date community and conservation objectives and activities under each goal, ensuring consistency of language and relevancy across CCDP sections, including the relevant MEL framework(s), as well as the linked Government Milestone Commitments Exhibit to the agreement.
- 16) Revise draft CCDP content based on feedback from internal and external (i.e., government, partner, stakeholder) reviewer feedback, in coordination with the CCDP Workstream Team, ensuring a final, co-developed CCDP document in accordance with the project workplan and timeline agreement.
- 17) Prepare and transfer a handover package, including all drafting records, reference materials, comment matrices, source documentation, version histories, and supporting materials to the CCDP workstream Team upon completion of the assignment.

Products, Deliverables, and Due Dates:

A complete, first-draft CCDP will be produced no later than 23 October 2026, and a final CCDP will be delivered to TNC's CCDP leadership by 4 December, 2026. Payments will be made based on the submission and acceptance of key deliverables as follows:

Product 1: CCDP detailed outline and drafting framework, due by 25 September, 2026.

Product 2: Completed first-draft consolidated Community and Conservation Development Plan, due 23 October 2026.

- a) Draft Regional CCDP Outline Sections
- b) Draft Jurisdiction Chapters
- c) Comment Tracking Matrix
- d) Evidence and Reference Repository

Product 3: Final Community and Conservation Development Plan and handover package, incorporating feedback from, and validation by, all identified partners, stakeholders and internal/external reviewers, due 4 December 2026.

The Supplier shall respond to the scope of work outlined in this RFP. The Supplier may deviate from this scope; however, they should clearly note and explain the reasons for the deviation. The final scope of work may be adjusted based on the selected Supplier's Proposal.

2.2 Required Experience and Qualifications

2.2.1 Mandatory Requirements for the Supplier

The Supplier will be required to demonstrate the following mandatory requirements. Failure to do so will result in the organization's disqualification from the RFP process.

- 1) *Writer-Editor with a minimum of 5-years experience working on similar assignments and/or a related and valid professional certification*
- 2) Demonstrated knowledge of community and conservation work in the Micronesia Region
- 3) Demonstrated working knowledge of the Micronesia Challenge (or similar conservation initiatives)
- 4) Experience developing, editing and conducting quality assurance of high-quality, large-scale community and/or conservation (or similar) plans through participatory processes (e.g., engagement of governmental ministries, stakeholders, partners, etc.)
- 5) Experience with analysis and synthesis of findings, developing and maintaining comment-response matrices, and gathering and tracking robust evidence bases for decision making.
- 6) Exceptional organizational strategies and documentation skills

2.2.2 Proposed Personnel Qualifications and Experience

- 1) Demonstrated experience coordinating with, and compiling inputs from, diverse stakeholder and partner audiences
- 2) Experience developing binding legal agreements and definitions
- 3) Experience with financial modeling and development of costing baselines
- 4) Experience developing high-quality Monitoring, Evaluation, and Learning frameworks to track short and long-term outcomes
- 5) Experience with environmental and social safeguards-related processes and products
- 6) Demonstrated experience in the development and delivery of comprehensive handover packages

3.0 Proposal Format

The Supplier's Proposal will be submitted as either a PDF or Word document in line with the two-part submission below:

- i. Technical Proposal
- ii. Financial Proposal

NOTE: Please omit all pricing information from the Technical Proposal. Include pricing information only in the Financial Proposal.

Please consult the guidance in the table below for formatting your Technical and Financial Proposals.

Proposal	Requirement	Content
Technical Proposal	Executive Summary	• Provide an overview of the organization and, if applicable, details of the parent and subsidiary organizations.

Proposal	Requirement	Content
	Supplier's Response to the Scope of Work	- Detailed, thorough solutions (proposed methodology and techniques) to the requirements listed in Section 2 and/or attached in Section 4; and - Workplan/implementation plan including number and roles of proposed staff, considered contract and project deadlines
	Pre-qualification (Mandatory) requirements	Suppliers must demonstrate that they meet the mandatory requirements indicated in Section 2. Failure to do so will result in disqualification.
	References	- The names of at least three client organizations (preferably other nonprofit or government organizations besides TNC) to whom similar services were provided. This should include: - Telephone numbers, e-mail addresses, name, and designation of the point of contact; and - Dollar value, type of contract, duration, and description of similar goods and/or services provided.
	List of Current or Prior TNC Contracts within the last 3 years	- A brief description of the services provided includes: - The dollar value and duration; - The TNC employee contact person (name, designation, telephone number, and e-mail address); and - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.
	Subcontractors	- Provide a complete list of all subcontractors that will work on the Contract if the Supplier is selected for contract award; - A Letter of Intent describing a complete description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project; and - Signed Conflict Interest Forms and Non-Disclosure Agreements from all participating subcontractors. These should be submitted together with the Proposal submissions.
	Legal Action Summary	- A statement as to whether there are any outstanding legal actions or potential claims against the Supplier and a brief description of any action taken; - A brief description of any settled or closed legal actions or claims against the Supplier over the past five (5) years. This should include the court, case

Proposal	Requirement	Content
		name, complaint number, and a brief description of the final ruling or determination; and • In instances where litigation is ongoing and the Supplier has been directed not to disclose information by the court, provide the name of the judge, court, and the location of the court.
	Required Forms and Certifications	• Finalist Supplier(s) may be required to complete the Supplier Engagement Questionnaire Tool. This will be shared in a separate email; • Where applicable, contracting with small businesses is preferred; and • Signed and completed forms whose links are provided under Section 4.
	TNC Standard Clauses	• TNC requires a set of clauses to be incorporated into any agreement we execute with Suppliers. The clauses are attached under Section 4; and • Suppliers shall review the clauses and indicate in their Proposal whether they “accept” or “accept with revision”. If any are “Accepted with Revision”, Suppliers are required to send those revisions in a red-line format as part of their Proposal submission
	Artificial Intelligence (AI) Technology Disclosures	• If the Suppliers will use AI technology in the delivery of the assignment, then the Suppliers will be required to include their responses to Appendix C as part of their Technical Proposal.
Financial Proposal	Costs Breakdown	• The Proposal shall contain all costs associated with this assignment, including remuneration of Key and Non-Key Personnel and any reimbursable costs; and • The Proposal may include a commonly accepted method to prove its fiscal integrity. The Supplier may submit independently audited financial statements, such as the Profit and Loss statement and Balance Sheet, for the last two (2) years.
	Payment Terms	• TNC’s applicable payment terms are net 30 (calendar days)
	Currency	• The Financial Proposal shall be in US dollars.
	Taxes	• The Supplier, its sub-consultants, and Experts are responsible for identifying the applicable taxes for this assignment as well as meeting all tax liabilities arising from this assignment; and • The Supplier shall break down all the applicable taxes related to the assignment.

4.0 RFP Appendices

4.1 Appendix A: Conflict Inquiry Form

Attached as a separate document

4.2 Appendix B: TNC's Standard Clauses

Attached as a separate document

4.3 Appendix C: Artificial Intelligence (AI) Technology Disclosures

Attached as a separate document

4.4 Appendix D: Draft Community and Conservation Development Plan Outline

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2.2.2 Current status & commitments

2.2.3 Challenges, barriers, and solutions to conservation in Micronesia

2.3 Outcomes of the Micronesia PFP

2.3.1 Contribute to delivery of the Micronesia Challenge Commitments

2.3.2 Advance commitments related to the Kunming-Montreal Global Biodiversity Framework Agreement and Unlocking Blue Prosperity

2.3.3 Advance commitments related to the Biodiversity Beyond National Jurisdiction Agreement (High Seas Treaty)

2.4 Project Finance for Permanence Model

2.5 Purpose of the Community and Conservation Development Plan (CCDP)

3. Core Principles of CCDP Development

3.1 Government and Stakeholder Co-development Approach

3.1.1 Alignment with priorities of government, partners, and other stakeholders

3.1.2 Iterative co-development and validation process to ensure feasibility and broad support for activities

3.1.3 Effective integration of ecological and socioeconomic factors and context to promote lasting biodiversity conservation

3.1.4 Long-term financial durability (Sustainable Finance Mechanisms)

3.1.5 Integration of Monitoring, Evaluation and Learning (MEL)

Frameworks and identification of Government Milestone Commitments to measure progress and ensure accountability

- 3.2 Community-Centered Conservation Strategy
 - 3.2.1 Core principles of human rights, equity, and inclusion
 - Engagement of communities as key stakeholders
 - Environmental and Social Management Framework (ESMF)
 - 3.2.2 Considerations for sustainable livelihoods and local economies
 - 3.2.3 Integration of climate adaptation and resilience
- 3.3 Policy Interventions and Robust Enabling Conditions
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- 4. Regional Conservation Strategy
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 - 4.2.1 GOAL 1: 30% Marine Protection and Improved Management Effectiveness
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 - 4.2.3 GOAL 3: Improved Community Livelihoods
 - 4.2.4 GOAL 4: Reduced Climate Impact and Risk for Communities
 - 4.2.5 GOAL 5: Sustainable Finance Mechanisms (SFM)
- 5. Monitoring, Evaluation, and Learning Framework
 - 5.1 Purpose and Use of the MEL Framework
 - 5.2 Regional Results Framework
- 6. Jurisdictional Chapters
 - To include under each:*
 - *Context and Conservation-Development Profile*
 - *Priority Interventions and Investment Areas*
 - *Financing Needs and Sources*
 - *Policy, legal, and Institutional Enablers*
 - *Implementation Arrangements*
 - *Monitoring, Evaluation, and Learning Framework*
 - 6.1 Commonwealth of the Northern Mariana Islands
 - 6.2 Federated States of Micronesia
 - 6.3 Guam
 - 6.4 Republic of Palau
 - 6.5 Republic of the Marshall Islands

Appendix A
Conflict Inquiry Form

FOR-PROFIT CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of for-profit organization entering into transaction with TNC:	
Type of Transaction (select one):	☐ Contract for Services ☐ Licensing Agreement ☐ Grant Agreement ☐ Real Estate Transaction ☐ Purchase Order ☐ Other
<i>*"Organization" includes a for-profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, or commission.</i>	
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, fair market value and type of deal (sale, gift, lease, etc.)). Note: The purchase or sale of any interest in real property or water rights to or from any Related Party is a prohibited transaction and requires review by the Conflicts Committee and the TNC Global Board of Directors. A donation of a conservation easement by a Covered Person or Controlled Entity also requires review by the Conflicts Committee.	
Total Amount of Proposed Contract:	

STEP 2: DEFINITIONS & QUESTIONS
(1) TNC Key Employees and Board of Directors: Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years). (2) Covered Person: A Global Board Member, Key Employee, Trustee/Advisor, Staff Member, Substantial Contributor, Close Relative/Family Member or persons who have the ability to influence the decisions of TNC because of their relationship with TNC or their access to material information about TNC's work. (3) Controlled Entity: - For-profit entity of any kind where a Covered Person, individually or collectively with other Covered Persons: - owns more than 35% of the stock or value of an organization (directly or indirectly); or - has a controlling influence over the organization's management or policies (ex. key management or board member). - Nonprofit entity where a Covered Person, individually or collectively with other Covered Persons, is a board member, officer, director or key employee of the entity and has the ability to influence management of the entity. (4) Related Party: Any individual who is, or was at any time during the 12-month period ending on the date of the purchase or sale, a member of the Board of Directors, a Trustee (or comparable volunteer advisor, such as a Regional Council member), or an employee of TNC; any individual who is a close relative of such an individual; and/or an entity in which the individual (or their close relatives) directly or indirectly own(s) more than 5% of the equity interest therein. (5) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC. (6) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th. (7) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny, and ancestors.

STEP 2. SECTION 1. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (e.g., key management or board member): • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation).		

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)

STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES
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TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC’s Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title <i>(if for an organization)</i> :	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors of TNC or one of its U.S. Related Entities.

List Current as of April 07, 2026

Current Key Employees/ Officers	Former Key Employees/ Officers	Current Board of Directors	Prior Board Members
Nathalie Augustin David Banks James Bond Neel Broker Matt Brown Jan Glendening Jeff Mindlin Tom Neises Asha Shah	James Asp Hans Birle William Ginn Wisla Heneghan Brian McPeck Bola Olusanya Hugh Possingham Michael Sweeney Leonard Williams	James Attwood, Jr. John Bernstein Stuart Brown Suzan Craig Dunand Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Jennifer Morris Roshni Nadar Malhotra Douglas Petno Sergio Rial Fawn Sharp Anna Skoglund Rashid Sumaila Kent J. Thiry Kevin Weil Margaret C. Whitman	Amy Batchelor Shona L. Brown Laurence Fink Joseph H. Gleberman Andrew Liveris Jack Ma Claudia Madrazo Craig McCaw Ana M. Parma Vincent Ryan Rajiv Shah Brenda Shapiro Thomas J. Tierney Moses Tsang Frances A. Ulmer Ying Wu
TNC Related Entity Covered Persons (If applicable)			
Key Employees (members of Related Entity leadership team):		Current Fiduciary Board Members, if applicable:	

Appendix B

TNC's Standard Clauses

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INSTRUCTIONS: Per Legal and Procurement, and based on learned examples during RFX solicitation processes, these are the standard contractual clauses that will be included in an RFX to show potential suppliers TNC's non-negotiable contract terms and requirements.

NOTE: Including a draft contract template (applicable to your region) in the RFX solicitation document is acceptable, but it must be reviewed by Legal beforehand. If you're unsure how to edit the contract template, work with your CCS or Contracts Administrator to review and revise it with Legal before attaching it to the RFX solicitation document, which will be shared with suppliers.

***Each section MUST BE REVIEWED before finalizing the RFX solicitation document.** Some options listed below are location-specific and must be accounted for in the sourcing event.*

These contractual terms are pulled directly from the Contract for Service (US) Template from the [Legal Connect](#) site unless otherwise indicated. The terms here may differ from those in the most up-to-date template on the Legal site, so please work with your contracting point of contact to ensure they are the most current.

IMPORTANT: REMOVE ALL BLUE INSTRUCTIONS IN THE DOCUMENT BEFORE ADDING THIS ATTACHMENT TO THE RFX to reduce risks to TNC. If you have questions about these clauses, please work with your CCS, Contracts Administrator, or attorney. If using grant funds review this with your Grants Specialist.

TNC'S REQUIRED CONTRACT CLAUSES

The contract clauses below have been taken from TNC's Contract for Services and are deemed essential to TNC and may not be modified.

Data Protection Agreement ("DPA")

A DPA is required when the potential supplier will use, store, or transmit Personal Data, and/or Highly Sensitive Information, as defined in TNC's Data, Information, and Records SOP. "Personal Data" means any information that identifies or can be used to identify an individual, or that relates to an identifiable individual. "Highly Sensitive Information" means that information which, if it becomes public or available to unauthorized persons, would expose TNC to a high level of legal and/or reputational risk. If no AI component is involved and the Supplier will be accessing TNC data or systems, a Security and Privacy Review (SPR) is required.

IF A DPA IS TO BE SHARED WITH SUPPLIERS, PLEASE DOWNLOAD THE [Data Protection Agreement](#)

(DPA).docx AND ATTACH AS A SEPARATE ATTACHMENT TO THE RFX SOLICITATION DOCUMENT. PLEASE DELETE ALL INSTRUCTIONS FROM THE DPA BEFORE SHARING IT.

Conflict of Interest Determination: Contractor represents and warrants that, to the best of the Contractor's knowledge, the information the Contractor has provided on TNC's Conflict of Interest Inquiry Form is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are not required to submit a Conflict Inquiry Form.

For US contracts, use the below Insurance clauses and delete the ones related to non-US contracts

Insurance: Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies:

- a. Workers' compensation insurance coverage as required by Applicable Laws;
- b. Commercial general liability insurance (including contractual liability if the Contract Fee is US \$100,000 or more or if requested by TNC) of at least US \$2,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims;
- c. Automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence; and
- d. Professional liability (errors & omissions) insurance in the amount of at least US \$1,000,000 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services).

The Contractor may use umbrella or excess policies to provide the liability limits as required in this Contract. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. Before any of the Services commence, the foregoing requirements must be evidenced by one or more certificates of insurance, showing TNC as an additional named insured on the commercial general liability policy and requiring at least 30 days' advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.

For non-U.S. contracts, please refer to the TNC Insurance Coverage Matrix to find TNC's recommended liability limits (Note: if there is a range of acceptable liability limits, the lowest limit is adequate for these purposes). Refer to the instructions below to find TNC's recommended liability limits based on the location of the Contractor. Please delete the above clauses related to US contracts

Insurance: Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers' compensation insurance coverage as required by Applicable Laws; (b) commercial general liability [insert "civil responsibility insurance" or other equivalent in your country/region] insurance of at least [insert amount from the [TNC/World Bank Insurance Matrix](#)] per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least [insert amount from the [TNC/World Bank Insurance Matrix](#)] per occurrence; and (d) professional liability insurance in the amount

of at least [insert amount from the [TNC/World Bank Insurance Matrix](#)] if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services).

Contractor's insurance policies must be primary to TNC's insurance policies. Upon request from TNC, the foregoing requirements must be evidenced by one or more certificates of insurance before any of the Services commence. Contractor must provide at least 30 days' advance written notice to TNC of any cancellation, renewal, reduction in limits or coverage, or other material change of the policies. TNC reserves the right to request additional documentation.

[Optional – Include if applicable in your country/region, otherwise delete:] The Contractor shall name TNC as an additional insured party on its applicable policies for the full Contract Term.

[The following clause is mandatory (for both US and non-US contracts) if the Contractor will engage in scuba diving, snorkeling, or boating as part of the Services; otherwise delete:] The Contractor shall also carry Divers Alert Network (DAN) basic insurance coverage if scuba diving is a requisite component of the Services. The Contractor shall follow its diving safety policies and carry sufficient liability insurance coverage for all diving, snorkeling, and/or boating operations to ensure that the operations meet the standards set forth by the country or countries where the Services will be performed. Upon request from TNC, the Contractor shall have TNC named as an additional insured on the Contractor's hazard or liability policy and provide TNC with evidence that the appropriate insurance coverage is in effect and shall remain in effect for the Contract Term.

Use of TNC Name and Logo: Unless expressly authorized in writing in this Contract or a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.

[NOTE: Contractor must be screened in accordance with the Counterterrorism, Anti-Money Laundering, and Economic Sanctions SOP before TNC makes any payments under the Contract. Make sure to check country-specific terms as applicable and work with your local attorney if there are questions.]

Compliance with Laws and other Safeguards: Contractor represents, warrants, and agrees that Contractor:

- a. can lawfully work in the United States and/or the countries where the Services will be performed;
- b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions for completion of the project;
- c. will take affirmative steps to inform TNC, before signing this Contract, if it is a privately held entity in which a Government Official has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government other than a U.S. local, state, or federal government agency;
- d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;
- e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent

incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;

- f. will not employ any person who is less than 18 years old, unless permissible by applicable laws in the jurisdiction where the Contractor is performing the Services. Under no circumstances shall the Contractor employ any person who is less than 16 years old, even if permissible by the applicable laws;
 - g. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of acquiring, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein;
 - h. will comply with all applicable counterterrorism, anti-money laundering, and economic sanctions laws. To that end, the Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:
 - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
 - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
 - iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
 - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
 - i. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
 - j. will not discriminate against any individual or group based on race, religion, age, sex, national origin,
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citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status. If any U.S. government funds are transferred under this Contract, Contractor is also subject to Title VI of the Civil Rights Act of 1964 and related statutes, which prohibit discrimination based on race, color, national origin, age, or disability in federally funded programs;

- k. if the Services involve new construction or alterations of existing structures or facilities, Contractor will ensure that the Services comply with the Americans with Disabilities Act (ADA), including the latest ADA Standards for Accessible Design and any other applicable accessibility requirements arising under federal, state, or **local law**; *[Instructions for US contracts: Include the following three sentences if contract involves construction or alterations of camping facilities, picnic facilities, viewing areas, trails or beach access routes; otherwise delete for non-US contracts]* including Ch. 10 of the Architectural Barriers Act (“ABA”) which addresses scoping and standards for recreational facilities, including outdoor developed areas such as trails, camping areas, picnic areas, viewing areas and beach access routes (“Outdoor Developed Areas Accessibility Guidelines,” or “ODAAG”). Contractor shall follow ODAAG to the extent possible, subject to the exceptions outlined in Section 1019 of the ABA. Contractor shall consult with TNC on any deviations from ODAAG. *[Instructions for non-US contracts: There may be local laws and regulations related to construction. Consult your attorney on what terms to include here as an example for this type of work.]*
- l. will not take any actions that might cause TNC to violate the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, “Applicable Laws”);
- m. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and
- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Contractor is at fault or not, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

Appendix C

Artificial Intelligence (AI) Technology Disclosures

ARTIFICIAL INTELLIGENCE (AI) TECHNOLOGY DISCLOSURES

Suppliers will be required to respond to the following additional requirement if they will be using Artificial Intelligence (AI) in delivering TNC's assignment:

1. What AI technology do you use in the performance of your services?
2. How do you measure the effectiveness and accuracy of your AI output or deliverables?
3. Describe:
 - The human oversight process for all deliverables that utilize AI.
 - Which features utilize AI models, and how do they affect functionality?
 - Your organization's AI governance framework and acceptable use policy for AI in your products or services.
4. How do you manage which data trains and flows into your AI models?
5. Do you use customer data to train your AI model?
6. How do you ensure you have sufficient IP rights to i) use the data you provide to your AI model and ii) license or assign the results produced by your AI model?
7. How does your company safeguard the integrity of your AI models and data?
8. Does your AI have safeguards and audits to prevent AI bias? Describe your AI bias safeguards.
9. Can TNC turn off your AI features at an enterprise level?

Regarding AI Sustainability:

1. Describe how your AI technology is designed to minimize energy consumption.
2. Please explain the type of energy-efficient hardware or cloud services you use for your AI technology, and if such hardware/cloud services have sustainability certifications (e.g., carbon-neutral data centers).
3. Are your AI systems hosted in data centers that use water for cooling? If so, explain how these cooling systems are designed to conserve water, including any reuse programs.
4. Are you utilizing renewable energy sources to power your AI infrastructure? If so, what percentage of your operations is covered?
5. Do you publish sustainability metrics or lifecycle assessments for your AI products or services? If so, could you share that data?