



Contractor Services Agreement

This CONTRACTOR SERVICES AGREEMENT (together with any attachments referred to below, the “Agreement”) is dated as of 31 March 2022, by and between ROCKY MOUNTAIN INSTITUTE, a Colorado nonprofit corporation (“RMI”) and the SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME (“SPREP”) whose address is PO Box 240, Vailima, Apia, Samoa (“Contractor”), collectively referred to as Parties. The Parties, intending to be legally and equitably bound, agree as follows:

1. Work to Be Performed.

Contractor agrees to perform the work described in Attachment “A”: “Climate Finance Access Network Training Delivery Scope of Work” and unless agreed in writing with RMI, work is to be conducted in accordance with Attachment “E”: the Contractor’s Technical and Financial Proposal, together known as “Work to Be Performed”. The Contractor shall report bi-weekly or ad-hoc in writing via email or discussed via call with RMI regarding whatever subject matter RMI may require to keep RMI informed about Contractor’s activities under this Agreement. The Contractor shall perform the Services with all reasonable skill, care and diligence and use their best endeavors to promote the interests of RMI, to the reasonable satisfaction of RMI, and in accordance with this Agreement. Contractor shall employ persons with all the requisite skills and experience necessary to carry out the Services.

2. Period for Performance.

The period for performance of the Services shall commence on 31 March 2022 and conclude on 31 March 2023 unless (b) this Agreement is earlier terminated pursuant to Section 11. Contractor shall promptly inform RMI in writing of any actual or potential delay in the timely performance of the Work, and the reason(s) for such delay. Should RMI wish to extend the period of performance, RMI will notify Contractor no later than 21 days prior to the expiration of the Period of Performance. Any changes and modifications to this agreement will be pursuant to Section 4.

3. Compensation.

Works to be performed under this contract include both “fixed fee” and a “time and materials” compensation for “items” that are outlined in Attachment “A”: “Climate Finance Access Network Training Delivery Scope of Work” and defined under the scope of “Item 1: development and delivery of CFAN Advisor training modules” and “Item 2: additional expenses and services”

3.1 Contract Type.

Fixed Fee: RMI shall pay the Contractor a fixed amount of \$9,264 (US Dollars) for the work described in “Item 1: development and delivery of CFAN Advisor training module 5” as outlined in Attachment “A”. This amount is fixed, does not constitute salary, wages, or benefits and is unaffected by the amount of time the Contractor spends on

the Work. Contractor will submit lump sum invoices at intervals as requested by RMI. Invoices to RMI for services rendered and payment on invoices will be made by RMI within 30 days after receipt of such invoices. Checks tendered by RMI shall be made payable to the business name of Contractor.

Time and Materials: In addition to the fixed fee work described in “Item 1: development and delivery of CFAN Advisor training module 5”, RMI may also pay the Contractor through Time and Materials based compensation for additional services and materials beyond those stipulated under “item 1.” The Time and Materials compensation are in accordance with the agreed rate per type of employee outlined in Attachment B. Prior to beginning work under item 2, a new Work Order will be submitted to the Contractor by RMI, RMI will review the proposed level of effort and issue an authorization to proceed to the Contractor prior to the execution of work. Each additional task will be treated as a separate Work Order that will be added to the existing Agreement. The Contractor will submit invoices for payment as follows:

- Invoices to be submitted monthly for the previous month’s activities

3.2. Submission and Payment of Invoices. Contractor shall submit invoices for performance of the Services at the intervals specified in Section 3.1. Invoices shall be submitted to the RMI Staff Contact. Invoices must include a description of tasks performed and hours spent performing such tasks broken down by dates. Subject to the terms of this Agreement, invoices will be paid thirty (30) days after receipt. Any eligible pre-approved travel expenses incurred by the Contractor will be reimbursable in accordance with RMI’s travel reimbursement policy.

3.3. Reduction or Withholding of Payment. In addition to any other remedies available to RMI, if, in RMI’s reasonable determination, Contractor fails to perform in accordance with the terms of this Agreement, RMI may refuse or limit approval of any invoices for payment, and may reduce or withhold payments to Contractor until such time as RMI reasonably determines that Contractor has met the performance terms established by this Agreement. RMI shall promptly notify Contractor of any such withholding of payment.

3.4. RMI Staff Contact. RMI’s representative with respect to this Agreement (the “RMI Staff Contact”) is Lauren Riegler. RMI may change the Staff Contact from time to time and will promptly notify Contractor of such change.

4. Changes and Modifications.

Any material change to the Work or the terms of this Agreement must be approved in writing by both Parties. Contractor shall promptly notify RMI in writing of any change in the Work that Contractor reasonably determines is necessary. Such notice shall specify (a) the particular elements of Work for which Contractor is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the Fixed Contract Amount, (ii) time for performance or (iii) any other terms or conditions of this Agreement.

5. Confidential Information.

During the term of this Agreement, Contractor may receive or have access to data and information that is confidential and proprietary to RMI. All such data and information (“Confidential Information”) made available to, disclosed to, or otherwise made known to Contractor in connection with this Agreement shall be considered the sole property of RMI. Confidential Information may be used by Contractor only for purposes of performing the obligations of Contractor hereunder. Contractor shall not disclose Confidential Information to any third party without the prior written consent of RMI. Contractor shall not use or duplicate any proprietary information belonging to or supplied by RMI, except as authorized by RMI. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years following the expiration or earlier termination of this Agreement.

6. Performance Warranty.

During the term of this Agreement, Contractor warrants that all works be performed, with skill and care required by current professional procedures and practices, taking necessary steps and precautions to complete the work to RMI's satisfaction and in the correct and appropriate purposes for this Agreement. RMI will notify Contractor should any of the works conducted or submitted by Contractor be unsatisfactory or deficient. Contractor agrees to comply with appropriate action identified by RMI to complete work considered unsatisfactory or deficient at no additional cost to RMI in a timely manner and in compliance with deadlines stipulated by RMI. RMI reserves the right to withhold payment for unsatisfactory, deficient, or undelivered work stipulated in the statement of works/ Contractor proposal.

7. Work Made for Hire.

During the performance of this Agreement, Contractor may create certain works for RMI that may be copyrighted, trademarked, or patented under U.S. law. To the extent that any such works are created, Contractor will be considered to have created a work made for hire as defined in 17 USC §§ 101 et. seq. and RMI shall have the sole right to the copyright. In the event that any work created by Contractor does not qualify as a work for hire, Contractor agrees to assign a license for unlimited use of such work to RMI.

7.1. Title to Works, Intellectual Property, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title, and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by Contractor, either solely or jointly with others, in connection with or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Contractor to RMI. The Contractor acknowledges and agrees that all intellectual property rights resulting from this Agreement and the underlying are vested in RMI, and that RMI will grant the Department of Foreign Affairs, Trade and Development (DFATD) of Canada a license to inter alia use, reproduce, adapt, translate, publish, disseminate and distribute the Parties' reports under this Agreement for non-commercial purposes and free of charge. With respect to copyrighted materials, Contractor further agrees that RMI is assigned all rights, including the right to edit and create derivative works from the materials, and the right to any and all commercial reproduction, transmission, display, performance or distribution of the materials or any derivative works based on the materials via any means currently existing or developed or discovered in the future, including, without limitation, posting to the Internet, CD, DVD or other digital format.

7.2 Use License. Upon request by Contractor and agreement of the Parties, RMI may in its sole discretion grant Contractor a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, copyright license, to use works, intellectual property, trademarks and inventions produced by Contractor in the performance of this Agreement for such purposes as may be requested by Contractor and agreed to by RMI

7.3. Further Assurances. Contractor agrees to execute any and all documents and to do all other lawful acts as may be required by RMI to establish and protect such rights.

8. Mutual Indemnification.

Contractor hereby indemnifies and holds harmless RMI and its directors, officers and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or negligent act or omission of Contractor, or (b) Contractor's failure to perform any of its obligations under this Agreement. Such indemnity shall apply to the fullest extent permitted by applicable law. Contractor's obligations under this Section 7 shall survive the expiration or termination of this Agreement.

RMI hereby indemnifies and holds harmless Contractor and its directors, officers and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys' fees, court costs and other

legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or negligent act or omission of RMI, or (b) RMI's failure to perform any of its obligations under this Agreement. Such indemnity shall apply to the fullest extent permitted by applicable law. RMI's obligations under this Section 7 shall survive the expiration or termination of this Agreement.

9. Independent Contractor Status.

The relationship of Contractor to RMI is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under this Agreement and acknowledges that no workers' compensation insurance is carried by RMI covering Contractor. Contractor agrees to comply with the Discrimination, Harassment, Retaliation, and Reporting for Non-employee's policy contained in Attachment C, the Anti-Bribery and Anti-Corruption policy contained in Attachment D, and the Anti-Terrorism policy contained in Attachment F.

10. Disputes.

If the Parties are unable to settle a dispute relating to this Agreement, either party, on written notice to the other, shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association in the state of Colorado. Judgment on the arbitration award may be entered in any court having jurisdiction.

11. Termination.

Either party may terminate this Agreement at any time, for any reason, subject to thirty (30) days' advance written notice to the other party. Further, RMI may terminate this Agreement immediately upon written notice to Contractor if any of the following circumstances occurs: (a) Contractor fails to timely deliver the goods or perform the services required by this Agreement; (b) Contractor fails to perform any of the other material provisions of this Agreement or so fails to make progress with the Work as to endanger performance of this Agreement in accordance with its terms; (c) Contractor is in RMI's reasonable opinion negligent, incompetent or commits gross misconduct in the performance of this Agreement (d); Contractor ceases to operate Contractor's business; or (e) a material conflict of interest arises pursuant to Section 13.

12. Transfer of and Payment for Completed Deliverables and Materials.

In the event of a termination of this Agreement as provided in this Section 13, RMI may require Contractor to transfer and deliver to RMI (a) any completed deliverables, works and research materials (collectively, "Completed Deliverables"), and (b) such partially completed deliverables, works, research materials, and information (collectively, the "Materials") as Contractor has produced or acquired for the performance of this Agreement. Contractor further agrees to protect and preserve property in the possession of Contractor in which RMI has an interest. Payment for Completed Deliverables delivered to and accepted by RMI shall be at the cost specified in this Agreement. Payment for Materials delivered to and accepted by RMI that are necessary or convenient to the protection and preservation of property shall be at a price designed to reimburse Contractor for the reasonable value of the Work performed without profit. RMI may withhold monies otherwise due to Contractor for Completed Deliverables and/or Materials in such amounts as RMI determines necessary to protect RMI against loss due to outstanding liens or claims against the same. The provisions of this Section 12 shall survive the termination of this Agreement.

13. Conflict of Interest.

Contractor represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients that would conflict with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises, Contractor shall immediately inform RMI in writing. If, in the reasonable judgment of RMI, such conflict poses a material conflict with the performance of Contractor’s obligations hereunder or some other relationship of RMI, RMI may terminate the Agreement, effective immediately, upon written notice to Contractor.

14. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

15. Severability.

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

16. Amendments; Waivers.

This Agreement may only be modified in writing by the Parties. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision. Either party’s consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party’s consent to or approval of any subsequent act.

17. Notices.

All notices and demands of any kind that either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be delivered personally or by fax, email, certified mail, or commercial overnight delivery, with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending or transmitting of such notice, to the following addresses or fax numbers:

If to RMI:

Rocky Mountain Institute
2490 Junction Place, Ste 200
Boulder, CO 80302
Attn: Lauren Riegler
Phone: +1 303-245-1003
Email: lriegler@rmi.org

If to Contractor:

SECRETARIAT OF THE PACIFIC REGIONAL
ENVIRONMENT PROGRAMME (“SPREP”)
PO Box 240, Vailima, Apia, Samoa
Attn: Easter Chu Shing
Phone: +685-21929
Email: easterc@sprep.org

18. Binding Effect.

This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.

19. Choice of Law.

This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Colorado.

20. Declarations and Guarantees

Contractor declares and guarantees that Contractor was not:

- a) Convicted during a period of three (3) years prior to and since the submission of the Project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption or;
- b) Is under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date written above.

<p>Rocky Mountain Institute</p> <p>Signature:</p> <p> <u>Justin Locke (Jun 10, 2022 10:08 PDT)</u></p> <p>Name: Justin Locke</p> <p>Title: Managing Director</p> <p>Date: 10/06/2022</p>	<p>Contractor</p> <p>Signature:</p> <p></p> <p>Name: Easter Chu Shing</p> <p>Title: Acting Director General</p> <p>Date: 10/6/2022</p>
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ATTACHMENT “A”

DESCRIPTION OF THE WORK

Project Background.

In its role as Network Coordinator to the Climate Finance Access Network (CFAN), Rocky Mountain Institute (RMI), a Colorado nonprofit corporation, seeks a reputable and experienced Firm to support curriculum content development of CFAN’s Advisor Training program (“Training”), a multi-week technical training program for international climate finance advisors. The scope of work described below builds on an [existing market survey of climate finance trainings/workshops](#) and will fulfil an existing framework developed in consultation with nearly 40 initiatives working on global climate finance and capacity building.

Through a network of donors, member initiatives, and countries, CFAN was established to alleviate the challenge faced by developing countries in accessing climate finance to achieve their climate goals. By cultivating a network of highly trained and embedded in-country climate finance advisors, CFAN builds the capacity of developing countries to secure and structure finance for climate investments. After attending CFAN’s multi-week, cohort-based training program, CFAN Advisors (“Advisors”) are placed in relevant government offices (e.g., ministries of finance or ministries of the environment) to support and build capacity in Least Developed Countries (LDCs) and Small Island Developing States (SIDS) in Africa, the Caribbean, and the Pacific to access and structure climate finance.

RMI is initially serving as CFAN’s Network Coordinator. RMI is an independent non-profit with a 36-year track record of advancing market-based solutions to climate change. Today, the organization has a staff of over 360 scientists, engineers, and business leaders who have helped governments, utilities, multinational companies, innovative startups, and communities understand and benefit from the new energy economy with the imaginative application of rigorous technical and economic analysis. RMI has over three decades of experience working in the US, and over the last decade added international experience as a core capacity—in China, India, the Caribbean Islands, sub-Saharan Africa, and southeast Asia.

Project details

As Network Coordinator of CFAN, RMI is overseeing development of the Advisor Training curriculum. The Training will be a cohort-based, multi-week, rigorous and technical program for CFAN’s inaugural cohort of 15-30 newly hired Advisors. The overarching objective of the training is to ensure Advisors are well-rounded in their knowledge and skillsets, and that they are prepared for delivering on their mandates successfully to secure and structure finance for investment in mitigation and adaptation projects on behalf of the respective countries where they will work.

The Training is envisioned as highly interactive and participatory to promote peer-to-peer learning across the Advisor cohort, and as a highly focused and comprehensive deep dive to complement and enhance the existing expertise of Advisors.

At a high-level, the goals of the Training Modules are for Advisors to develop:

1. Expertise on climate finance sources and instruments;
2. Practical deliverables, including workplans to support their work in-country;
3. Relationships with climate finance providers.

The training will consist of one Task and 5 Modules:

- Task 1: Independent country assignments for Africa, the Pacific and the Caribbean
- Module 1: International climate finance foundations and trends
- Module 2: Climate finance sources project design and proposal processes
- Module 3: Climate finance instruments and financial structuring
- Module 4: Sectoral expertise
- Module 5: Communication and facilitation

The inaugural Training is likely to commence between February-June 2022. Due to continued COVID-19 constraints, the Training content and structure should be developed in such a way that it may be easily translated for both virtual or in-person delivery. The contractor should propose a strategy to ensure the training can be delivered in either situation while being participatory and practical and allowing for relationship building between the advisors of the initial cohort. Where practical, please indicate:

- Which lessons could be delivered as self-paced/pre-recorded videos supported by a weekly instructor office hour(s).
- Which lessons would include group exercises and/or take-home assignments. For example, in some instances it may be relevant to have the participants apply skills through completion of a case-study.
- Where lessons would be supplemented by background reading materials.

Scope of work as pertains to the contractor under items “1” and “2”.

ITEM 1: DEVELOPMENT AND DELIVERY OF CFAN ADVISOR TRAINING MODULES

The Contractor will develop and deliver curriculum content for Module 5 in close collaboration with any other Contractor(s). A detailed scopes of work for Module 5 is outlined below.

This scope of work pertains to **Module 5: Communication and facilitation**

- Design a curriculum and develop content for a cohort-based Training Module on financial instruments and financial structuring.
- Module 5 should ensure the credibility and efficacy of Advisors through facilitation practice and strategies to support their capacity building and stakeholder engagement in-country.
- Topics for Module 5 are outlined in Attachment “E”: the Contractor’s Technical and Financial Proposal

Primary deliverables.

- Comprehensive Training Module developed and delivered with approximately 14 hours of curriculum content, excluding readings and assignments. The training module will include: 1) core curriculum training content that can be used across Africa, Caribbean and Pacific cohorts, and 2) specific content tailored for each region (primarily short and regionally specific case studies and interviews with regional experts). Limited office hours (approximately 4 hours) will also be provided by the contractor.
- Strategy and methodology for delivering training sessions using a blended learning approach (i.e. a mix of virtual and live content). The strategy and methodology should be presented in a short inception report as well as clearly articulated in the course syllabus outline shared with other firms via updating the online/shared document or tool
- Training materials and resources. Wherever possible, existing materials, content, and/or best practices should be adopted and employed.

- Coordination calls with other contracted firms, including first coordination call scheduled in September 2021, calls with RMI and other relevant training contractors to be held bi-weekly or when deemed necessary.
- End-of-project report on individual scope of work for RMI, including lessons learned, any knowledge gaps identified and needs / opportunities for further support including updating/maintaining materials.

Period of Performance.

The period of 31 March 2022 and conclude on 30 March 2023. Subsequent contracts will be renewed based on successful performance of the previous year's contract.

Tasks and deliverables schedule.

Specifically, the consultant will provide the following services under each task:

Task 3: Final Module 5: Communication and facilitation

- Task 3.1: Agenda and strategy improvements
- Task 3.2: Material and resources improvements
- Task 3.3: Course assessment package improvements
- Task 3.4: Content preparation for online and in-person delivery
- Deliverable 3.1: Final Training Module
- Deliverable 3.2: Final Training materials and resources
- Deliverable 3.3: Final Training Sessions Strategy

Task 4: Delivery of trainings

- Task 4.1: Delivery of trainings
- Task 4.2: Provision of "Office Hours" for coaching, mentoring, responding to comments, reviewing assignments

Task 5: End-of-project Evaluation

- Deliverable 5.1: materials update at completion of training delivery
- Deliverable 5.2: Short End-of-project report based on the trainees' progress, the online survey, as well as the feedback from the trainers and the trainees.

ITEM 2: ADDITIONAL EXPENSES AND SERVICES

Agreed contract ceiling of 15 days to maintain and adapt curriculum content beyond the scope of Item 1 at a daily rate equivalent of \$550 and up to \$10,000 for expenses including but not limited to travel, equipment, digital infrastructure or other assets, goods and services. The maximum ceiling under item "2" is \$19,000.

ATTACHMENT “B”

RATE SCHEDULE

Rates and Expenses

Name/goods and services	Position	Number of Days/Units	Daily/Unit Fee (USD)	Total
‘Ofa Kaisamy	Manager, PCCC	14	550.00	7700.00
Staff	Video recording and design	1	637.60	637.60
Admin Fee	SPREP services admin fee for in-kind staff time	10%		926.40
Total				9,264.00

Payment Schedule:

% share	Estimated date	Amount (USD)	Description of key milestone/deliverable
100%	15 June	9,264	After final delivery of training <i>and</i> Upon submission and acceptance of final: <ul style="list-style-type: none"> • Deliverable 3.1 • Deliverable 3.2 • Deliverable 3.3 • Deliverable 5.1 • Deliverable 5.2

Direct Cost Reimbursement: Contractor shall be reimbursed for eligible expenses pre-approved by RMI while performing the work associated with this Agreement. Contractor shall provide an estimate of travel costs and eligible pre-approved expenses associated with business travel on a monthly basis directly to the RMI Staff Contact for prior approval. RMI will pay for all reasonable expenses and travel expenditures, but Contractor shall obtain prior approval before costs are incurred on behalf of RMI. RMI’s Travel Policy states that only person days worked will be compensated. Travel time is only eligible for payment if previously approved by the Principal of the RMI Program and shall not exceed one 8-hour person-day, per day of travel.

Not to Exceed: Labor not to exceed 5 days per trainer or \$7,500 US Dollars total for two trainers during the extended period of performance (31 March 2022 – 30 March 2023) without prior approval of the Managing Director of the Global South. Travel expenses during the extended period of performance (31 March 2022 – 30 March 2023) are not to exceed \$7,500 US Dollars in expenses without prior approval of the Managing Director of the Global South. Total Time and Materials are not to exceed \$15,000 US Dollars during the extended period of performance (31 March 2022 – 30 March 2023) without prior approval of the Managing Director of the Global South.

ATTACHMENT “C”

DISCRIMINATION, HARASSMENT, RETALIATION, AND REPORTING FOR NON-EMPLOYEES

Equal Opportunity Statement

RMI is dedicated to the principles of equal opportunity. We prohibit discrimination on the basis of any legally recognized basis, including but not limited to: age (40 and over), race, color, sex, pregnancy (including lactation, childbirth or related medical conditions), religion, national origin, ancestry, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, gender express/identity, uniformed servicemember status, veteran status, citizenship status or any other status protected by applicable law. This policy applies to all persons involved in our operations, including all employees and non-employees such as clients, vendors, contractors, consultants, etc.

Anyone who believes that he or she has been discriminated against should follow the Procedure for reporting Discrimination, Harassment and Retaliation set forth below.

Anti-Harassment Policy

RMI is committed to a work environment in which all individuals are treated with respect and dignity. As a result, RMI maintains a strict policy prohibiting sexual harassment and harassment based on any legally recognized status, including, but not limited to: age (40 and over), race, color, sex, pregnancy (including lactation, childbirth or related medical conditions), religion, national origin, ancestry, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, gender express/identity, uniformed servicemember status, veteran status, citizenship status or any other status protected by applicable law. Every individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, RMI expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

RMI's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee and non-employee of RMI. This policy also prohibits harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by RMI, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees and non-employees are expected to conduct themselves in a professional and businesslike manner at all times. Sexual harassment includes various forms of offensive behavior based on sex, including but not limited to:

- Unwelcome sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, text messages calendars, notes, letters, or e-mails;

- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body, assault or impeding or blocking normal movements; and
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is also strictly prohibited, including harassment based on: age (40 and over), race, color, sex, pregnancy (including lactation, childbirth or related medical conditions), religion, national origin, ancestry, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, gender express/identity, military uniformed servicemember status, or veteran status, citizenship status or any other status protected by applicable law. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual or group, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's work opportunities.

Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, threats, epithets, slurs, jokes, derogatory comments or stereotyping based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages, tweets, blogs, social networking sites, gestures, or other written or visual conduct based on an individual's protected status; and
- Physical conduct including assault, intimidating or hostile acts, or unwanted touching or blocking normal movement because of an individual's protected status.

Procedure for Reporting Discrimination, Harassment and Retaliation

Individuals who believe they have been subjected to or witnessed discrimination, harassment or retaliation should report it immediately. Non-employee complaints can be made verbally, or in writing, to the People Team, the Chief People Officer, or the EEO/AA Coordinator. Non-employees are not required to report any prohibited conduct to anyone who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the non-employee is uncomfortable discussing such matters.

Non-employees are encouraged, but not required, to communicate to the offending person that the conduct is offensive and unwelcome.

After a report is received, a thorough and objective investigation will be undertaken. Your complaint will be kept as confidential to the extent practicable and permitted by law. Confidentiality will be maintained to the extent practicable and in accordance with applicable law. The investigation will be completed, and a determination made and communicated as soon as practical.

If RMI determines that a complaint of prohibited harassment, discrimination or retaliation is substantiated or an employee's or non-employee's behavior is in violation of this policy, appropriate action will be taken. If a complaint cannot be substantiated, RMI may take appropriate action to reinforce its commitment to providing a work environment free from harassment, discrimination and retaliation.

The initiation of a good-faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline.

Protection against Retaliation

Retaliation is prohibited against any person by another non-employee, an employee, or by RMI for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should follow the Procedure for Reporting Discrimination, Harassment and Retaliation set forth above. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate action will be taken. If a complaint cannot be substantiated, RMI may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Reporting and Anti-Retaliation Policy

We Encourage A Speak Up Culture

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, RMI encourages employees and non-employees to speak up and raise questions and concerns promptly about any situation that may violate RMI's policies or procedures. It benefits all of us if we raise our concerns so the Institute may consider them carefully and address them properly.

Raise Good-Faith Questions and Concerns

Consistent with our commitment to ethics, compliance, and the law, we welcome your good-faith questions and concerns about any conduct you believe may violate our policies and procedures, the law, and best practices, especially conduct that may be illegal, fraudulent, unethical, or retaliatory.

We promote an environment that fosters honest, good-faith communications about matters of conduct related to our business activities, whether that conduct occurs within RMI, involves one of RMI's contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to RMI.

RMI Does Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our policies and procedures, the law, and best practices. For that reason, the Institute will not tolerate retaliation of any kind because an employee or non-employee in good faith raises a question or concern about a violation or suspected violation of our policies and procedures, the laws and regulations under which we do business, best practices or because the employee or non-employee participates in or cooperates with an investigation of such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

It is the Institute's policy to adhere to all applicable laws protecting our employees and non-employees against unlawful retaliation or discrimination as a result of their raising good-faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

How to Raise Questions and Concerns

Non-employees can submit their good-faith questions or concerns about conduct they believe may violate policies and procedures, the law, and best practices to:

- the People Team.
- the Chief People Officer; or
- the EEO/AA Coordinator.

When a non-employee raises a concern, the Institute will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, we ask that non-employees provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Institute may conduct an appropriate review and if necessary, begin an investigation.

What RMI Will Do

RMI is committed to reviewing all reported concerns, conducting proper, fair and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Institute in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Institute complies with the law in conducting investigations and expects that employees and non-employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. The Institute also expects that employees and non-employees will provide truthful information when participating in an investigation.

Remember, all good-faith concerns and reports raised under this policy will be taken seriously.

Adherence to This Policy

Non-employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any non-employee who unlawfully discriminates or retaliates against another employee or non-employee as a result of his or her protected actions as described in this policy may be subject to corrective action.

ATTACHMENT “D”

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Introduction

This Policy provides Rocky Mountain Institute’s position on the avoidance and zero tolerance of bribery and corruption and sets out the responsibilities of our organization and those who work for and with us in observing and upholding this policy. RMI is committed to maintaining the highest ethical standards and vigorously enforces the integrity of its business practices wherever it operates throughout the world. RMI will not engage in bribery or corruption. Adherence to the clear guidelines set out in this Policy will ensure that RMI and its employees comply with anti-bribery and anti-corruption laws and governmental guidance. The Policy reflects RMI’s wish to embed a culture of best practice in anti-bribery and anti-corruption measures, and enforcement of the Policy will reduce the risk that RMI or any employee will incur any criminal liability or reputational damage. RMI’s staff are expected to use their judgment not just to avoid malpractice but to promote good practice.

Scope

This Policy applies to all RMI employees worldwide and to all RMI agents, representatives, suppliers, contractors, and all those with whom a business relationship is established.

1. Definitions

Business integrity: Business integrity involves the application of RMI’s core values. The opposite of integrity is dishonest behavior including corruption that could undermine RMI’s reputation for fair dealing.

Bribery: Bribery, in broad terms, is the receiving or offering of undue reward or anything of value and includes payments to secure a business advantage, financial or otherwise, to which the RMI is not entitled. Anything of value can be a bribe, including a gift in kind or some other favor such as an offer of employment to a relative of the person being bribed. It will involve the giver and the receiver in the improper performance of a personal, RMI or official responsibility.

Corruption: Corruption can include graft, bribery, facilitation payments or other forms of improper business practice. It has the same attributes as described under Bribery above. It can be summarized as the misuse of entrusted power or office, whether in the public or private sector, for private gain.

Kickbacks: Kickbacks arise when suppliers or service providers pay part of their fees to the individuals who give them the contract or some other business advantage. *Facilitation payments:* Facilitation payments are small bribes to officials with a view to speeding up routine governmental transactions to which the payer is already

entitled. Examples include payments to speed up customs clearances and extra fees to officials to secure electricity connections.

2. Policy

2.1 Bribes and Kickbacks

RMI does not take part in acts of corruption or pay bribes or receive kickbacks either directly or indirectly. RMI prohibits its employees from engaging in acts of corruption, and from paying bribes or kickbacks to, or accepting bribes or kickbacks from, public officials and private individuals such as the personnel of companies with which RMI does business.

A typical example of indirect bribery would be a case where a RMI employs a commercial agent to help it win a government contract. The agent is paid by commission based on a percentage of the contract fee, and part of that commission is passed on to a government official. RMI does not tolerate such practices in any form or wherever paid.

It is the responsibility of all employees who are involved at any time in engaging the services of external consultants, suppliers or advisers to ensure that such individuals are made aware of the content of the RMI's Anti-Bribery and Anti-Corruption Policy at the outset of the relationship and on a regular basis thereafter.

2.2 Facilitation Payments

RMI and its employees will not make facilitation payments even if such payments are local practice or custom. RMI accepts that refusal to make illicit payments may lead to commercial delays, for example, in the processing of government papers, and that there may be a commercial cost to RMI attributable to this Policy.

If RMI employees encounter a demand for a facilitation payment, or think they are likely to do so, they should report the situation to the Managing Director leading their program without delay. Project Managers will then ensure that all team members are informed as needed at the earliest possible opportunity.

RMI recognizes that demands for facilitation payments are often backed by a form of extortion and that in exceptional circumstances resistance may not be feasible. An extreme example would be a demand for payment to secure an emergency admission into hospital. In such circumstances, RMI accepts that staff will need to use their best judgment. Staff must report any incident where they feel forced to make a facilitation payment to their Project Manager and/or Managing Director at their earliest opportunity. RMI will stand by employees who find themselves placed in exceptional situations provided that the employee has provided absolute transparency as to the circumstances surrounding a payment shortly after the incident has occurred.

2.3 Public Officials

Bribing or corrupting a public official is a serious offence, can carry severe penalties and can cause significant reputational damage. This Policy provides detailed guidelines on gifts and hospitality. Approval must be secured in advance in relation to gifts or benefits received from or offered to public officials, particularly the giving of

anything of value to a public official. Offers of internships to government officials or employees of state-owned enterprises must be approved in advance by RMI's HR Director and General Counsel.

2.4 Gifts, Hospitality and Expenses

RMI employees may not offer to, or accept from, third parties, gifts, hospitality, rewards, benefits or other incentives that could affect either party's impartiality, influence a business decision or lead to the improper performance of an official duty. Similarly, they may not offer or accept cash donations.

RMI employees may offer and accept 'reasonable' and 'proportionate' gifts and entertainment, such as dinner, theatre parties or sporting events. In determining what is 'reasonable' and 'proportionate', employees should consider the value of the gift or benefit (see below), as well as the frequency with which the same or similar gift or benefit is offered. In all cases they must ensure that the gift or benefit:

- is being given as an expression of goodwill and not in expectation of a return favor (a gift designed to secure a return favor could be seen as a bribe).
- is commensurate with generally accepted standards for hospitality taking into account the norms for the industry/professional sector in which it is offered.
- is being provided openly and transparently and is of a nature that will not cause RMI embarrassment if publicly reported.
- complies with local laws and regulations, including the recipient's own rules (bearing in mind that government rules on offering and receiving gifts or benefit are often particularly tight).
- meets the value limits set by RMI and has all required approvals. In cases of uncertainty, employees must seek advice from their line managers.

Employees must seek prior approval from their program's Project Manager (PM) or Managing Director (MD) for all gifts or benefits received or offered with a value of more than \$100 (or equivalent) prior to final acceptance. PMs or MDs may approve the offering or acceptance of gifts or hospitality to a maximum notional value of \$200 or equivalent. PMs and MDs may approve the offering or acceptance of gifts or hospitality up to a maximum notional value of \$500 or equivalent. Any gifts or hospitality with a notional or actual value in excess of \$500 or equivalent but less than \$1,000 or equivalent must be approved by the CEO or General Counsel. All approvals must be given in writing, and records of gifts received, from whom and by whom, must be recorded in an office or function log established for such purpose. If prior approval cannot be realistically obtained before the initial acceptance of a gift or hospitality, the employee must report and seek retrospective approval, or otherwise, at the required level as soon as possible after initial acceptance. Spouses or partners may be included in an invitation to, for example, a sporting event or dinner, where this does not create or give the appearance of an inducement. The same approval limits apply in the case of joint invitations.

2.5 Personal conflicts of interest

RMI employees must avoid situations or transactions in which their personal interests could conflict or might be seen to be in conflict with the interests of the RMI. This includes acting on any client information gained through their employment with RMI for personal gain; passing such information to a third party; or acting in any way that could be construed as insider trading.

Conflicts of interest can arise if individuals have a personal interest in business dealings involving RMI. Personal interest can be direct or indirect and refers not only to personal interests but to those of family members and friends. If there is a potential for conflict, the interests of RMI must take priority. Employees must disclose any personal conflict of interest or perceived conflict to their line manager. For RMI conflicts of interest see RMI's Conflicts of Interest Policy.

2.6 Charitable donations

As part of its corporate citizenship activities, RMI may support local charities or provide sponsorship, for example, to sporting or cultural events. Any such sponsorship must be transparent and properly documented. RMI will only provide donations to organizations that serve a legitimate public purpose, and which are themselves subject to high standards of transparency and accountability. Appropriate due diligence must be conducted on the proposed recipient charity and a full understanding obtained as to its bona fides.

2.7 Political activities

RMI has a policy of strict political neutrality; it does not make donations to any political parties, organizations, or individuals engaged in politics. RMI will co-operate with governments and other official bodies in the development of policy and legislation that may affect its legitimate business interests, or where it has specialist expertise. Employees are entitled to their own political views and activities, but they may not use RMI premises or equipment to promote those views or associate their views with those of RMI.

2.8 Business relationships

RMI expects its business partners to approach issues of bribery and corruption in a manner that is consistent with the principles set out in this Policy. This requirement applies to agents, subcontractors and joint venture partners. In cases where RMI is unable to ensure these standards, it will reconsider the business relationship.

1. Agents, representatives and sub-contractors

This Policy applies with particular force to commercial agents, representatives, and subcontractors. In certain reported international corruption cases, agents have passed on part of their commissions as bribes. RMI prohibits such practices.

In order to maintain the highest standards of integrity, employees must ensure that:

- They are fully briefed on the background and reputation for integrity of agents, representatives and subcontractors before hiring them. RMI will conduct due diligence enquiries to review the integrity records of agents, representatives and subcontractors before entering a commercial relationship with them.
- The engagement process is fully documented; and that final approval of the selection of agents, representatives and subcontractors is made by someone other than the person selecting or managing RMI's relationship with them.
- Agents, representatives, and subcontractors are fully briefed on RMI's Anti-Bribery and Anti-Corruption Policy.
- Fees and commissions agreed will be appropriate and justifiable remuneration for legitimate services rendered. Once agreements have been signed, RMI will continue to monitor its relationships with agents, representatives,

and subcontractors to ensure that there are no infringements of its Anti-Bribery and Anti-Corruption Policy. RMI will withdraw from the relationship if agents, representatives, or subcontractors fail to abide by this Policy.

2. Accounts and Audits

RMI's requires employees to keep accurate accounts throughout RMI's operations. In no circumstances will any of RMI's programs or subsidiaries keep parallel accounts.

RMI's regular procedures will include a review of the local circumstances that may make particular offices or projects vulnerable to corruption, and the defenses and strategies that are in place to mitigate such risks. In some countries, demands for facilitation payments are a particular hazard. An assessment of the frequency of such demands, and the strategies to counter them, will be a regular part of the review.

5. Non-Compliance

Failure by employees to ensure compliance with this Policy could lead to the following consequences for employees:

- Personal criminal liability followed by fines or imprisonment.
- Disciplinary action initiated by the RMI, including dismissal.
- Personal reputational damage.

6. Relevant legislation

All national laws relating to bribery and corruption, especially such laws that are in place in jurisdictions where RMI has an office or carries out its work, are of importance to RMI.

Synopsis

RMI and its employees are:

- Prohibited from offering, promising or paying a bribe of any kind.
- Prohibited from soliciting, accepting or receiving a bribe of any kind.
- Prohibited from giving or offering anything of value to a public official.
- Required to comply with RMI's guidelines and authorization levels in relation to the giving and receipt of gifts and hospitality.
- Prohibited from making facilitation payments; and
- Required to complete due diligence into all agents, representatives, suppliers, contractors, and all those with whom a business relationship is established—and ensure that they are aware of and agree to comply with this policy—in order to enable RMI to perform its work and pursue its mission with integrity.

ATTACHMENT "E"

CONTRACTOR'S TECHNICAL AND FINANCIAL PROPOSAL

ATTACHMENT "F"

ANTI-TERRORISM

- A. Contractor declares and guarantees that the funding for the purposes of the Agreement shall not knowingly be used to benefit terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as defined in the Criminal Code R.S.C., 1985, c. C-46 or appearing on the Consolidated United Nations Security Council Sanctions List as modified during the term of this Agreement. Consultant shall notify in writing RMI immediately if it is unable to complete the Agreement as a result of terrorism-related concerns.
- B. Consultant is responsible for consulting all relevant lists in order to stay informed of the listed terrorist groups and their members and must ensure that the Agreement does not benefit any listed terrorist entity and their members, any sanctioned groups or persons. Entities or individuals listed as terrorists can be found at the following web addresses:
- Criminal Code of Canada list. <http://www.publicsafety.gc.ca/cnt/ntnl-scrt/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx>
 - Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (RIUNRST) <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/page-3.html#h-673021>
 - The United Nations Security Council Consolidated Sanctions List is available on the United Nations Security Council website (<https://www.un.org/securitycouncil/>) to implement the sanction measures imposed by the United Nations Security Council pursuant to resolutions 1267(1999), 1989 (2011) and 2253 (2015) concerning ISIL (Da'esh), Al-Qaida, and associated individuals, groups, undertakings and entities, and pursuant to resolution 1988 (2011) concerning the Taliban and associated individuals.
- C. Consultant is responsible for consulting the aforementioned lists even in the event that the provided web addresses are no longer valid.
- D. RMI may inform Consultant in writing if it has identified implementing partner(s) that are associated directly or indirectly with terrorism. In such instance, RMI will, in consultation with Consultant, determine an appropriate course of action, including suspension or termination of this Agreement.

CFAN Training Contractor Services Agreement - SPREP signed

Final Audit Report

2022-06-10

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