

**Labor Management Procedures (LMP)**  
**Additional Financing for DGM Program and Global Learning and Knowledge Exchange Project**  
**(P170861)**

**Implementation Agency: Conservation International (CI)**

## **Section 1. Project Description**

### **1.1. Background**

1. Forests are essential to maintain global carbon balance. However, global deforestation trends while lower than in the 1990s, are still high - the world has lost about 13 million hectares of forests each year between 2000 and 2010, mostly tropical forests in South America, South East Asia, and parts of Africa where a large number of communities depend on them. It is estimated that forest ecosystems in the tropics are the source of sustenance for around 1.5 billion, mostly Indigenous Peoples and Local Communities (IPLCs) as a source of food, fuelwood, hunting, fishing, non-timber products, shifting agriculture and medicines and, as a source of cultural identity. While Indigenous Peoples and Local Communities own, occupy, or use a quarter of the world's surface area, they safeguard 80% of the world's remaining biodiversity. Forest-dependent Indigenous Peoples and Local Communities own and manage forest resources and biodiversity in a sustainable manner contributing to the preservation of about one-fourth (415 million ha) of global forest area.
2. Reducing Deforestation and Forest Degradation (REDD) has emerged as a promising approach that can tackle forest-based emissions *and* contribute to development outcomes. The idea of rewarding countries for avoiding deforestation has received strong affirmation in the Stern Review in 2006, which concluded that *"curbing deforestation is a highly cost-effective way of reducing GHG emissions."* Consequently, efforts to conserve forests and slow down, reduce and reverse forest loss have been a part of the UNFCCC negotiations since 2007 through actions collectively referred to as REDD+.
3. The Forest Investment Program (IFP) was established in 2009 as one of the four targeted programs under the Climate Investment Fund (CIF) to provide upfront bridge financing to developing countries' REDD-efforts. The DGM program is currently implemented in twelve countries where FIP resources are deployed to address key drivers of deforestation and forest degradation for transformational change that can be scaled up.
4. The design of the Forest Investment Program (FIP) identified the need for active participation of Indigenous Peoples' and local communities (IPLCs) in the program, in line with ongoing international discussions on the role of IPLCs in REDD+. IPLC observers at FIP design discussions stressed the need for dedicated resources to augment their capacity to participate in FIP implementation and mandated the establishment of a unique initiative – a dedicated grant mechanism (DGM) for Indigenous Peoples and Local Communities *"to provide grants to Indigenous Peoples and Local Communities in-country or regional pilots to support their participation in the development of FIP investment strategies, programs and projects."*<sup>1</sup>

### **1.2. Project Objectives and Activities**

5. The Project Development Objective is *to strengthen networks and partnerships for DGM Indigenous Peoples and Local Communities (IPLCs) at regional and global levels.*

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<sup>1</sup> The FIP design document could be accessed here: [http://siteresources.worldbank.org/INTCC/Resources/Final\\_Design\\_Document\\_July\\_7.pdf](http://siteresources.worldbank.org/INTCC/Resources/Final_Design_Document_July_7.pdf)

6. The direct beneficiaries of the DGM Global project are Indigenous Peoples and Local Communities (IPLCs) who engage with 12 country projects (Brazil, Burkina Faso, Cote d'Ivoire, DRC, Ghana, Guatemala, Indonesia, Mexico, Mozambique, Nepal, Peru and Republic of Congo) funded by the DGM as well as distinguished IPLC representatives from other countries supporting forest-dependent Indigenous Peoples and Local Communities.
7. The project includes four components:
8. *Component 1: Global and Regional Learning.* The focus of this component is to organize and facilitate knowledge exchange, learning, and capacity building on forests and climate change issues at regional and global levels. Activities under this component include two components as follows:
  - (a) Sub-Component 1.1. DGM Learning Exchanges: organizing global capacity building and learning exchanges to learn from the successful implementation of community-led DGM projects and other relevant experiences. Activities also include the development of culturally appropriate knowledge resources for use by IPLCs globally that are distributed during exchanges.
  - (b) Sub-Component 1.2. DGM Fellow Exchanges: organizing a series of bilateral short-term (two weeks) targeted exchanges to DGM country projects to share IPLC expertise and experiences between DGM countries and across regions.
9. *Component 2: Governance and Partnerships.* This component helps enable the Global Steering Committee (GSC) to fulfill its role within the DGM in addition to strengthening IPLC networks and organizations in global forums. Component 2 includes two sub-components:
  - (a) Sub-Component 2.1. Global Steering Committee: facilitating GSC meetings and enabling the GSC to fulfill its role as the overall governing body of the DGM to provide fiduciary and general oversight to the program. This includes logistical coordination and support to annual GSC meetings, the preparation of the communications plan, and relevant documents such as DGM Global budget, GRM, and workplan as well as the facilitation of the GSC election process.
  - (b) Sub-Component 2.2. Managing IPLC partnerships and networks: facilitating the engagements of GSC members with other IPLC partners at relevant international policy dialogues, forums, and processes including but not limited to (i) UNFCCC, (ii) UNPFII, (iii) IIPFCC, (iv) FCPF. The GEA will provide necessary logistical and technical support on GSC's participation in these various events, including the provision of technical resources and travel coordination.
10. *Component 3: Monitoring, Reporting, GRM, and Communications.* This component covers the costs for implementation of DGM Global communications, robust monitoring, and reporting (M&R), and an efficient project-related Grievance and Redress Mechanism (GRM). Expected outputs include:
  - (a) Sub-Component 3.1. Monitoring and Reporting of the DGM Global Project: conduct monitoring and reporting on the results and overall performance of the global project, and compile and report the results of Country Projects.
  - (b) Sub-Component 3.2. Grievance and Redress Mechanism of the DGM Global Project: maintain and facilitate the functioning of a DGM Global grievance redress mechanism for matters that are not resolved at the country level and are escalated to the GSC. GEA works with the GRM subcommittee to ensure that the GRM is active and responsive to

complaints and grievances that may advance to the GSC for resolution through EthicsPoint, a third-party system for grievance reporting.

- (c) Sub-Component 3.3. Communication and knowledge management of the DGM Global Project: liaise, collaborate, and coordinate actively with the NEAs and Global Communications Team (GCT) to conduct communications and outreach activities, including the dissemination of culturally appropriate and inclusive information across DGM communication channels. Ensure the sufficient flow of information and broad availability and accessibility of the DGM results and impacts, both nationally and globally.
11. Component 4: Management of the DGM Global Executing Agency: This component covers the incremental operational, technical, and managerial costs of the GEA team to carry out its tasks and overall responsibilities required to support the management of project activities.

### **1.3. Conservation International**

12. Conservation International will be the implementing agency of the project. CI is an international organization headquartered in Arlington, Virginia. Conservation International works to spotlight and secure the critical benefits that nature provides to humanity. Building upon a strong foundation of science, partnership and field demonstration, Conservation International empowers societies to responsibly and sustainably care for nature, global biodiversity, for the well-being of humanity.
13. In 2013, CI was selected through a competitive process as the Global Executing Agency of the DGM. During the first stage applicants that responded satisfactorily to the call for expressions of interest were short-listed. The short-listed applicants then submitted full technical proposals responding to the terms of reference for the task. The selection was completed after evaluation of detailed technical proposals by a panel comprising of members from the World Bank, IADB, Indigenous Peoples' in DGM Transitional Committee and FCPF facility management team.
14. Since 2015, Conservation International as the DGM Global Executing Agency has organized and facilitated knowledge exchange, learning and capacity building for Indigenous People and Local Communities (IPLC) at regional and global levels, strengthened the networks and alliances of IPLC organizations within and across regions with a view to enhancing their representation and voice in regional and global policy fora. In addition, the DGM Global Executing Agency provides technical assistance and secretariat services to the Global Steering Committee of the DGM and monitoring and reporting. During the annual project mission in 2019, the World Bank emphasized the successful implementation of the project and acknowledged DGM Global implementation has been substantially advanced for all components.

## **Section 2. Overview of Labor Use in the Project**

15. This Labor Management Procedure (LMP) applies to all project workers as defined in ESS2:
- (a) *Direct Workers*. People employed or engaged directly by the Borrower (including the project proponent and the project implementing agencies) to work specifically in relation to the project,
  - (b) *Contracted Workers*. People employed or engaged through third parties to perform work related to core functions of the project, regardless of location,
  - (c) *Primary Supply Workers*. people employed or engaged by the Borrower's primary suppliers, and

(d) *Community Workers*. People employed or engaged in providing community labor.

16. The Project will not engage Primary Supply Workers and Community Workers. The LMP is applicable, as per World Bank Environmental and Social Standards 2 (ESS2), to the people employed directly by CI to work specifically in relation to the project and those engaged as contractors.
17. Direct Workers in this project are those who are full-time employees of CI, including (i) those workers who are hired by CI for the implementation of project activities or (ii) those who are tasked by CI to support the implementation of the project. CI has established a project task team to oversee the project and will remain subject to the terms and conditions currently in place at CI. CI has a number of existing staffs who will provide support to the Project including:

18. Project team:

Name	Position	Description
<i>DGM Global Executing Agency</i>		
	Managing Director	Project Management Compliance of Labor Management Plan
	Technical Director	Engaging IPLC networks and GSC Compliance of ESS and functioning of GRM
	Global Monitoring, Reporting, and Communications Manager	Monitoring and compliance of SEP and ESCP
	Project Coordinator	Coordination with project stakeholders, procurement and contract coordination
<i>Financial Management</i>		
	Director of Finance and Operations	Project Financial Management Compliance
	Manager, Finance & Operations	Contract Management Compliance
<i>Oversight</i>		
	Senior Vice President, Center for Communities and Conservation	CI authorized contracts signatory

19. Institutional Resources:

Name	Position	Description
<i>Procurement</i>		
	Senior Manager, Procurement	Contracts and Procurement Compliance
<i>Rights-based Approach and Safeguards</i>		
	Senior Director, Social Policy and Practice	Advising on ESF compliance
	Director, RBA and Safeguard Review Senior Gender Advisor	Advising on Gender
<i>Human Resources</i>		
	Vice-President, Global Human Resources	Human Resources
	Human Resource Business Partner	Human Resources
<i>Safety and Security</i>		
	Director Safety and Security	Compliance of CI's Safety and Security
	Marine and Diving Safety Officer	Travel Security Advisor and Emergency First Response training
	Senior Director of Risk Management & Compliance, GCO	CI's risk management and point of contact of GRM through Ethics Point.

<i>Global Public Partnerships</i>		
	Senior Director, Grant Capacity Development	Account lead
Finance and Award Management		
	Senior Director, Award Management Services	CI authorized signatory
General Counsel, Legal		
	Associate, General Counsel	General Counsel, Legal

20. It is estimated that for the implementation of the project activities, 3.6 FTE Direct Workers (specialists, officers and experts) are required. CI's processes and conditions fall under the provisions of U.S. legislation and are managed based on internal regulations, directives and procedures prepared in accordance with the U.S. legislation. CI will not engage community labor or security forces. Government civil servants, who may provide support to the project, will remain subject to the terms and conditions of their existing public sector employment agreement or arrangements.
21. All CI regular employees are hired on an at-will basis pursuant to an offer letter. Employment is based solely on the basis of merit and qualification. In order to receive benefits, a regular employee must be scheduled to work at least 21 hours per week. All CI employees will be in compliance with the U.S. Equal Opportunity Laws, including Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), Title VII of the Civil Rights Act of 1964, and the Pregnancy Discrimination Act (PDA), and similar applicable state laws.
22. CI does not have a specific policy related to Worker's Organizations. Workers who participate, or seek to participate, in workers' organizations and collective bargaining, do so without interference, are not discriminated or retaliated against, and are provided with information needed for meaningful negotiation in a timely manner.
23. *Contracted Workers*: CI will engage contracted workers to provide specific services related to project activities, specifically: interpretation services, translation services, graphic design services, and, service providers during DGM Global events (e.g. catering, transportation, travel agency services, printing, accommodation and conference services).
24. *Other stakeholders with no employment relationship with the project*: While not formally engaged under any of the categories under ESS2, the project will also engage learning exchange participants and shared learning fellows as part of implementation of activities of Component 1 and 2. Fellows and participants in learning exchanges must follow CI Code of Ethics as well as safety and security recommendations to avoid any potential risks while traveling and participating in learning exchanges. The requirement to follow this code of ethics will be detailed in the travel agreements between CI and these participants and constitutes a requirement to participate in the exchanges and fellowships.

### **Section 3. Assessment of Key Potential Labor Risks**

25. Project activities include learning exchanges and fellowship exchanges; facilitation of meetings to support the role of GSC; facilitating the engagements of GSC members with other IPLC partners at relevant international policy dialogues and forums, and processes; conduct monitoring and reporting on the results and overall performance of the global project; supporting the setup of an GRM; communications, and management support of the GSC.

26. No significant labor-related risks are associated with the project. CI has no track record of the breach of U.S. labor laws and regulations. Therefore, key labor risks are assessed to be low. CI will not engage primary supply workers, community workers, temporary, seasonal or migrant workers, and the engagement of contracted workers is limited for specific activities as described above. CI has also specific regulations regarding child and forced labor, and occupational and occupation and health and safety potential issues. Similarly, fellows and participants in learning exchanges must adhere to CI's code of ethics to be participant in these activities.

#### **Section 4. Brief Overview of applicable laws and regulations and occupational health and safety**

##### **4.1. Summary of key provisions of national legislation**

27. CI is incorporated in the State of California as a non-profit public benefit corporation. The US Internal Revenue Service has recognized CI as a public charity under Internal Revenue Code Section 501(c)3. Accordingly, CI's operations, whether domestic or international, are subject to certain US laws. The primary benefit of CI's status is the exemption from taxes. In general, CI does not pay income taxes, and donors who contribute to CI may receive a tax benefit. Of course, the laws also create restrictions which are designed to ensure that CI acts as a proper steward of charitable funds.

#### **Section 5. Responsible Staff**

28. CI's Human Resources and General Counsel Office have the overall responsibility to oversee all aspects of the implementation of the Labor Management Plan and the project's employment tasks. CI's Human Resources Department will address all LMP aspects as part of hiring for direct and contracted workers.

#### **Section 6. Policies and Procedures**

##### **6.1. Code of Ethics**

29. CI's Ethics Standards and WB Guidelines on Preventing and Combating Fraud and Corruption apply to all CI employees, volunteers, and agents (jointly "CI Staff") as well as CI awardees, contractors, suppliers, consultants, at any tier, as well as their employees, labor recruiters, brokers, and agents (jointly "CI Suppliers") engaged by CI for the performance of this project. In addition, CI requires all CI Staff and CI Suppliers to adhere to all applicable laws in the country of residence/incorporation and where the project is carried out, including labor and employment laws, anti-trafficking in persons and child protection laws, and anti-discrimination and harassment laws."
30. Conservation International's reputation derives from our commitment to our core values: **Integrity, Respect, Courage, Optimism, and Passion and Teamwork**. CI's Code of Ethics (the "Code") provides guidance to CI employees, consultants, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all staff must adhere to.
31. CI relies on the personal integrity, good judgment and common sense of the individuals acting on behalf of the organization to deal with issues not expressly addressed by the Code. Failure of a staff member to adhere to the Code may result in disciplinary action up to and, including discharge from employment and filing of criminal charges.
32. CI employees, consultants, experts, interns and volunteers shall:
- (a) Integrity:

- i. Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- ii. Comply with CI policies as well as all applicable laws, rules and regulations, domestic and international, in every country where CI works.
- iii. Reflect actual expenses or work performed in expense reports, timesheets, and other records.
- iv. Never engage in any of the following acts: falsification of business documents, theft, embezzlement, diversion of funds, bribery, or fraud.

(b) Transparency:

- i. Perform duties, exercise authority and use CI resources and assets in the interest of the organization and never for personal benefit.
- ii. Avoid conflicts of interest and not allow independent judgment to be compromised.
- iii. Not accept gifts or favors in excess of \$150 from vendors, consultants or grantees.

(c) Accountability:

- i. Disclose to a supervisor and the General Counsel's Office, at the earliest opportunity, any information they have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- ii. Exercise responsible stewardship over CI's assets and resources; spend funds wisely, in the best interests of CI and in furtherance of its mission. Adhere to and respect the wishes of its donors.
- iii. Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with a goal of increasing overall organizational performance.

(d) Confidentiality:

- i. Not disclose confidential information obtained during the course of their work at CI.
- ii. Protect confidential relationships between CI and its grantees, donors, and vendors.

(e) Mutual Respect and Collaboration:

- i. Assist its partners in building the necessary capacity to carry out conservation programs efficiently and effectively and to manage funds in a fiscally and operationally prudent manner.
- ii. Create constructive relationships with grant-seekers and other partners based on mutual respect and shared goals by communicating clearly and timely, and respecting our partners' expertise in their field of knowledge.
- iii. Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.



## 6.2. Child Labor and Minimum Wage

33. CI is committed to protecting the rights of children and this policy builds upon our core value of respect for all individuals in all aspects of our work. We abide by host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law, as applicable. CI's work with indigenous and other communities at times bring CI personnel in into direct contact with children and it is of paramount importance to integrate child protection and safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations.
34. In addition, this policy establishes a program compliant with U.S. Federal Government regulations and USAID standard provision M27, which requires CI and its sub-recipients to comply with the following core child safeguarding principles:
  - (a) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable
  - (b) Prohibit all personnel from engaging in child abuse, exploitation or neglect.
  - (c) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
  - (d) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including but not limited to unsupervised interactions with children; prohibiting exposure to pornography and complying with applicable laws, regulations or customs regarding the photographing, filming or other image-generating activities of children;
  - (e) Promote child-safe screening procedures for personnel whose work will bring them into direct contact with children;
  - (f) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect and mandate that personnel report allegations, investigate and manage allegations and taking appropriate action in response to such allegations, including but not limited to dismissal of personnel.

## 6.3. Forced Labor

35. CI supports the zero tolerance policy adopted by the United States government to combat human trafficking and forced labor. We are committed to high standards of ethics and integrity and compliance with all applicable local laws across our global operations, including prohibition of actions that facilitate trafficking in persons. CI's work with vulnerable populations potentially exposes CI staff and partners to issues of human trafficking and forced labor. CI Staff and CI Suppliers should be particularly vigilant when contracting with local businesses who may use forced labor tactics to grow their work force.
36. This policy applies to all CI employees, volunteers, and agents (jointly "CI Staff") as well as CI awardees, contractors, suppliers, consultants, at any tier, as well as their employees, labor recruiters, brokers, and agents (jointly "CI Suppliers") engaged by CI for the performance of U.S. federal government contracts, awards or cooperative agreements and other applicable agreements ("Government Contract(s)").
37. In addition, this policy establishes a program compliant with U.S. Federal Government regulations and USAID standard provision M20, which prohibits CI, its sub awardees, contractors, at any tier, or their employees, labor recruiters, brokers or other agents from the following Prohibited Activities:

- (a) Trafficking in Persons during the period of a Government Contract.
  - (b) Procuring Commercial Sex Acts during the period of a Government Contract.
  - (c) Using Forced Labor in the performance of a Government Contract.
  - (d) Destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents, such as a passport or driver's license.
  - (e) Using misleading or fraudulent recruiting practices during the recruitment of employees or offering of employment to employees, such as failing to disclose (in a format and language accessible to the employee) or making material misrepresentations about the key terms and conditions of employment, including wage and benefits, work location, living conditions, housing and associated costs (if provided for by Conservation International), significant costs to be charged to the employee and hazardous nature of the work (if applicable).
  - (f) Using recruiters that do not comply with the labor laws of the country where recruiting takes place.
  - (g) Charging recruitment fees to individual employees.
  - (h) Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national of the country where the work took place and who was sent to that country for purposes of working on a Government Contract.
  - (i) Providing or arranging housing that fails to meet the host country housing and safety standards.
  - (j) If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document, written in a language the employee understands, that includes details of work description, wages, work location, living accommodations (where applicable) and the content of applicable laws and regulations that prohibit trafficking in person.
  - (k) All agreements with CI Suppliers under Government Contracts will include a provision proscribing the above Prohibited Activities.
38. All CI Staff and CI Suppliers are required to report any trafficking-in-persons related activities or violations of this Policy to CI. Reports may be made on a confidential basis via CI's Ethics Hotline (web submission) or by calling +1 (866) 294-8674. Any CI Staff who receive such a report must immediately share all pertinent information with CI's General Counsel and Chief Compliance Officer. In addition, any CI Staff or CI Suppliers staff who believe that they or others have been subjected to Prohibited Activities may submit a report as outlined above or may contact the Global Human Trafficking Hotline at 1-844-888-FREE or via its email address at [help@befree.org](mailto:help@befree.org). CI will investigate all reports of Prohibited Activities and other violations of this Policy and take appropriate action. In addition, CI's General Counsel and Chief Compliance Officer will make all required disclosures as set forth in its Compliance Plan. CI strictly prohibits retaliation against any CI staff who report Prohibited Activities or other violations of this Policy.

#### **6.4. Occupational Health and Safety**

39. CI believes that managing safety and security risks for staff and partners is essential in not only ensuring that our projects are protected, but also to guarantee we can continue to empower societies to responsibly and sustainably care for nature, our global biodiversity, and for the well-being of humanity. CI has a Safety and Security Director who looks at a range of topics that can

affect the organization and its partners, including: disaster preparation, emergency preparation and response, training, safety and security risk assessments.

40. In terms of Occupational Health and Safety measures, each CI office is responsible for complying with OHS laws applicable to the local context. Each office is responsible for documenting and reporting of occupational accidents, diseases and incidents, with the Director of Safety and Security. CI uses a tracker to identify all locations where there are CI projects/grants/partners. In cases of disasters, there is an automated system that alerts relevant CI staff. In some cases, CI is able to quickly deploy funding to support CI staff and partners. For remedies to adverse impacts, CI has policies on Life-threatening illnesses, Long Term Disability, Emergency Leave and Evacuation that will be referenced to address this area.
41. Project activities that require group traveling are organized in coordination with project partners on the ground and CI's Safety and Security Director. As part of the logistics, the DGM Global Executing Agency team prepares a Safety and Security brief laying all the relevant information and steps taken to ensure the safety and security of CI staff and non-CI staff traveling with project support. The DGM Global Executing Agency team is also emergency first response certified.
42. Conservation International provides travel insurance to CI staff and partners during project activities requiring travel. In case of an emergency, participants are covered by International SOS and able to receive emergency medical treatment and evacuation so long as their names are provided in advanced to the Safety and Security Director and they are traveling overseas or over 100 miles from their home station for project activity purposes.

#### **Section 7. Age of Employment**

43. CI follows the Fair Labor Standards Act (FLSA) (minimum working age for employment is 14). Also, all employees will be in compliance with the U.S. Equal Opportunity Laws, including Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), Title VII of the Civil Rights Act of 1964, and the Pregnancy Discrimination Act (PDA), and similar applicable state laws. Employees in other countries shall comply with these laws as well as similar laws in their countries.

#### **Section 8. Terms and Conditions**

44. Human Resources policies exist to create a safe, comfortable, enriching work environment and to implement best practices to recruit, orient, manage, and reward CI's global staff. The policies ensure that CI provides appropriate compensation and benefits, that each staff member's job is clearly defined, that his/her performance and contributions to CI's mission are managed, and that CI complies with its status as a 501(c)3 organization and follows US federal, state, local and foreign laws.
45. All HR policies apply CI-wide, unless they contradict local laws, in which case the local laws take precedence. Any exceptions to HR policies or procedures must be approved in advance by the Chief People Officer or his/her delegate. Each employee is responsible for understanding and following these policies. A violation of the policies can lead to disciplinary action, up to and including termination.

#### **Section 9. Grievance Redress Mechanism**

46. Conservation International is committed to ensuring a safe and supportive workplace for our colleagues around the world. CI' Ethics Hotline is one tool available to all members of CI's

community to report illegal or unethical behavior. Reports can be made, anonymously (if you wish), by phone or through the secure web portal. All reports are investigated by the team from Human Resources and the General Counsel's Office. CI strictly prohibits retaliation against those who speak out. See CI's policy on [Conflict Resolution and Formal Complaints](#) for additional details on this process.

47. All CI offices have a physical posting of CI's reporting process, including contact information for reporting through our Ethics Hotline. The hotline is accessible globally, multilingual, and confidential. CI is committed to investigating promptly any concerns reported. Annually, all CI staff are surveyed on awareness to the hotline and such information is reported to CI's Board of Directors. The staff awareness rate was 94% in July 2018. Internal audits include the required posting as part of their physical office audit. Furthermore in 2018, all CI staff were required to participate in workplace conduct training, inclusive of reporting options for grievances and concerns.
48. In addition, the DGM has a three-tiered complaints redress mechanism and complaints handling structure, with an appeals procedure and escalation provisions. The GSC and GEA play an important role in facilitating coordination and communication between the country projects and the global project to anticipate and facilitate discussion about escalating grievances. The DGM three-step grievance redress mechanism (GRM) managed by the NEAs at the country level and the GEA at the global level consist of:
  - (a) Record and acknowledge complaints received;
  - (b) Encourage immediate, on-the-spot resolution of issues; and,
  - (c) Provide reports in the public domain on complaints received and actions taken.
49. As outlined in the DGM Framework Operational Guidelines, the GSC oversees a global-level GRM with support from the GEA for grievances which are not solved at the country level. The GEA has developed the procedures for the mechanism at the GSC level. The GSC selected members to participate in a Grievance Redress Subcommittee during the 3rd GSC Meeting in Brasilia. The subcommittee has worked with the GEA to ensure that the GSC is responsive to any complaints or grievances that may advance to the global level for resolution.
50. As approved by the Global Steering Committee in their April 2018 Annual Meeting in Arlington, DGM Global revised the system for managing grievances and complaints. In the new system, grievances will first be submitted to an independent third-party system called EthicsPoint to determine the appropriate point of contact to address the grievance. This system was launched in early 2019. Information on past grievances and DGM Global GRM is available at: <https://www.dgmglobal.org/accountability>.

## **Section 10. Contracted Workers**

51. The project will engage contracted workers to support specific activities of the project. These will include but not limited to: interpretation services, translation services, graphic design services, and, service providers during DGM Global events (catering, transportation, travel agency services, printing, accommodation and conference services). All procurement-specific provision<sup>2</sup> in CI's financing agreement with a prime donor apply to CI's sub-recipients funded by that award. In

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<sup>2</sup> All goods and consulting services required for the Project and to be financed, fully or partially, out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the "Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 (revised July 2014) ("Procurement Guidelines"), and the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 (revised July 2014) ("Consultant Guidelines"). This requirement does not apply to services provided by the Recipient's employees.

cases where the prime donor agreement does not impose additional restrictions, CI's sub-recipients will follow the terms and conditions of the CI grant agreement which includes procurement requirements consistent with this policy. CI reserves the right to request reimbursement for any contract or purchase that has not been awarded in conformity with the standards defined in this policy.

52. All CI staff are expected to exercise sound business judgment and prudent administrative practices. Purchases must be necessary, reasonable and ensure the best value for CI. All persons involved in the procurement process are responsible for protecting the integrity of the process and ensuring that all bidders/vendors/service providers are treated on a fair and impartial basis.
53. CI staff must also ensure that purchases comply with all applicable funding agreement's terms and conditions and adheres to CI's values.
54. During the life of the project, CI staff will abide by CI's policies that address standards of conduct:
  - (a) CI's Code of Ethics
  - (b) CI's Anti-bribery and Anti-corruption Policy
  - (c) CI's Conflict of Interest Policy
  - (d) CI's Dispute Resolution Procedures
  - (e) WB Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants
55. No employee of CI may participate in the selection, award, or administration of a contract in which s/he has a real or apparent conflict of interest. Such a conflict exists when an employee, any member of his immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the aforementioned parties, has a financial or other interest in the provider selected for the award. Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from providers of goods/services or parties to sub-agreements. The selected supplier may have had no role in the design of the Terms of Reference. Suppliers that participate in the development of a specific Terms of Reference will not be eligible to receive a contract for that work.
56. Sound procurement is characterized by the following standards:
  - (a) Fairness, integrity and transparency.
  - (b) A competitive procurement environment that ensures purchases are made in the best interest of CI.
  - (c) Impartial selection process based on price and qualifications
  - (d) Quality goods, works and services delivered at the time and place required by responsible and reliable suppliers.
  - (e) Well-documented selection process.
57. CI has the responsibility to ensure that the service provider complies with the terms of the contract. Contract recipient monitoring should occur throughout the project life. Monitoring may take various forms, including the following:
  - (a) Reviewing invoices and performance reports submitted by the service provider.
  - (b) Obtaining reasonable assurance that services billed have been delivered according to the contract.
  - (c) Performing on site reviews, when appropriate, to check the nature and quality of the services being provided.

(d) Regular contact with the service provider and making appropriate inquiries concerning project activities.

**Section 11. Community Workers**

58. Not applicable to the project.

**Section 12. Primary Supply Workers**

59. Not applicable to the project.