

Award Type: Fixed Price

Contract Term: Start Date - End Date

Contract Amount: Total Amount

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# Fill in/delete red text as necessary and change to black. Submitted version should have no red text remaining.

#### Date

Consultant's Name Title If applicable: Business Name Address City, State/Country

Dear Mr/	Ms.	

The World Resources Institute's Program Name is pleased to offer Name of Contracting Party ("Consultant") this contractual agreement ("Agreement") for choose one--professional services, research services with the Name of Project. The terms and conditions follow below:

#### A. Services and Scope of Work

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

# B. <u>Program Contact</u>

Your contact person for this activity will be WHOM.

# C. Compensation, Expenses, and Terms of Payment

- Compensation. In consideration for the satisfactory performance by Consultant of the Services, WRI shall compensate Consultant as specified and in accordance with the schedule set forth in Exhibit A.
- 2. Expenses. SELECT ONE OF THE FOLLOWING OPTIONS WRI shall reimburse Consultant for those reasonable, documented expenses incurred by Consultant in the performance of this Agreement that are authorized for reimbursement as set forth in Exhibit A. All expenses shall be billed to WRI at actual cost, without markup or surcharge and shall be supported by receipts or other appropriate documentation. OR Consultant shall be solely responsible for all expenses Consultant incurs in the performance of this Agreement. WRI shall not be obligated to pay any such expense except as the parties may subsequently agree in writing.
- 3. Third Party Expenses. If Consultant obtains production or other services from third parties pursuant to or in an effort to fulfill its obligations under this Agreement, Consultant agrees to seek the lowest cost possible for such services, with reasonable allowance for differences in delivery deadlines, work quality and/or uniqueness of product or service.
- 4. Taxes. WRI shall be liable only for those taxes imposed on a purchaser of services by operation of law. At WRI's request, Consultant will provide WRI with documentation satisfactory to WRI establishing WRI's liability for such taxes. Consultant shall be solely responsible for any and all taxes, retirement or equivalent contributions to payments, disability insurance, unemployment taxes, and other statutory payroll type taxes applicable to such compensation. Consultant hereby indemnifies and holds WRI harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by WRI arising out of Consultant's failure to respect its obligations in this Section C.4.
- 5. Work Acceptance and Billing.
  - a. Acceptance. Final transfer of each deliverable created in the performance of Services is subject to written acceptance by WRI (hereafter "Acceptance"). WRI will inspect and test the deliverables in final form and provide either written acceptance or rejection within fifteen (15) days after WRI's receipt of such deliverables. For noncompliant deliverables WRI will request in writing any revision/reperformance of such deliverables and may delay payment until acceptance. Upon receipt of such request, if any, Consultant will provide WRI a plan within five (5) days, after which Consultant will implement such revision requests or otherwise cause the deliverables to be in all respects within the scope of and consistent with the Requirements.
    - If WRI wishes to implement any revisions to the deliverables that deviate in any material respect from the Requirements, WRI shall submit to Consultant a written change order containing (i) such revisions in detail and (ii) a request for a price quote for each change.
  - b. Billing and Payment. To receive compensation and/or reimbursement, Consultant shall present to WRI, in accordance with the schedule set forth in Exhibit A, a detailed description of work performed, and/or hours worked, and expenses incurred (along with appropriate documentation) during the invoice period. WRI may withhold payments due under this Agreement until it has decided that Consultant's invoices are accurate and that Consultant's work is satisfactory. Consultant shall promptly reimburse WRI for any payments that WRI subsequently decides were improper.

#### D. Term and Termination

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

#### E. Intellectual Property and Publicity

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

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

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

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

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

# F. Confidentiality and Disclosure of Information

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

# G. Liability, Indemnification and Insurance

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

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

- 2. Indemnification. Consultant agrees to indemnify and hold harmless WRI, and its employees, representatives, officers, directors and agents from any and all liability, loss, damage, claim, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of Consultant's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Consultant's intentional or negligent conduct relating to performance of this Agreement.
- 3. Insurance. The Consultant shall take out and, during the period of effectiveness of this Agreement maintain, at its own cost, appropriate insurance coverage commensurate with the nature and extent of the Services and conditions in the countries where the Services are being performed. Such coverage shall at a minimum comply with the requirements of the applicable law and, in addition, include the following minimum coverages:
  - a) Consultants providing Services in the United States and all Consultants and Subcontractors incorporated in the United States
    - i. Worker's Compensation as required by law;
    - ii. Employer's liability insurance in the amount of USD 500,000 per occurrence:
    - iii. Commercial General Liability insurance in the amount of USD 5,000,000 per occurrence;
    - iv. Professional Liability insurance in the amount of USD 1,000,000 per claim and in the aggregate; and
    - v. With respect to automobiles operated in the performance of the Services, USD 1,000,000 combined single limit per occurrence.
  - b) All other Consultants
    - i. Consultants incorporated outside of the United States and providing Services outside of the United States are required to have insurance coverage reflective of local market conditions for their country of incorporation or of the country in which the Services are rendered, whichever is higher. The insurance coverage shall not be less than the minimum insurances listed in the World Bank's Individual Country Requirements –Vendor Insurance as published at <a href="https://www.dropbox.com/s/en8gsmpqzc33g5g/VendorInsuranceRequirements">https://www.dropbox.com/s/en8gsmpqzc33g5g/VendorInsuranceRequirements%20%281%29.xls?dl=0.</a>
  - c) Upon request, Consultant shall provide the Purchaser with certificates of insurance for coverages referencing the Agreement by number. Consultant shall cause its liability insurance provider(s) to include the World Resource Institute as "additional insured", "indemnity principal", or similar provision on customary or omnibus insurer or industry forms. Purchaser may elect to withhold current payment if current certificates of insurance are not provided.

# H. Warranties and Certifications

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

- agency. Consultant further certifies that if, at any time after execution of this Agreement, it becomes aware that it or any person employed by it who participated, or is participating, in the performance of any Services under this Agreement is on, or is being added to a U.S. Federal department or agency debarment list, Consultant will provide notice of such to WRI within forty-eight (48) hours of Consultant's becoming aware of this fact.
- 3. Anti-Corruption and Bribery. The UN Convention Against Corruption 1describes bribery and corruption as "one of the biggest obstacles to development" and both the UK2 and the US3 have specific laws that prohibit bribery. Bribery occurs when you offer, pay, seek or accept a payment, gift or favor to influence a business outcome improperly or fail to prevent bribery. Facilitation payments - which are unofficial payments made to public officials in order to secure or expedite the performance of a routine action - are also considered to be bribes. In carrying out and performing Services under this Agreement, Consultant agrees to comply with all applicable anti-bribery and anti-corruption laws in the countries where Consultant has its principal place of business and where Consultant provides Services under this Agreement. Additionally, Consultant understands and agrees to comply with the U.S. Foreign Corrupt Practices Act, as revised, which generally prohibits the offer, promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, representative, or employee of any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. Consultant further represents that neither Consultant nor any of its owners, directors, employees, agents, or consultants will directly or indirectly offer to pay, promise to pay or give anything of value to any government official for purposes of (i) influencing any act or decision of such government official in his official capacity; (ii) inducing such government official to do or omit to do any act in violation of the lawful duty of such official; (iii) securing any improper advantage; or (iv) inducing such government official to use his influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this Agreement. Additionally, in carrying out and performing Services under this Agreement, Consultant shall not accept any gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice. Consultant will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable WRI to ensure compliance with applicable anti-bribery and anti-corruption laws.
- 4. Terrorism Certification. Consultant certifies that it shall not undertake or promote any activity that may directly or indirectly support terrorists, acts of terrorism, or other violent activity, and Consultant shall take reasonable steps to ensure that no person or entity expected to receive funds or other support in connection with this Agreement is named on any list of suspected terrorists or blocked individuals maintained by the government of the United States of America.
- 5. Consultant's Work Product. Consultant warrants that all Works produced by Consultant in connection with this Agreement are original with Consultant or that Consultant has obtained the necessary permissions to use any Work or any part thereof. Consultant further warrants that Consultant's Work shall not infringe any copyright, defame any person or entity, or violate the privacy rights or any other right of any person or entity.

<sup>&</sup>lt;sup>1</sup> UN Convention Against Corruption: <a href="http://www.unodc.org/unodc/en/treaties/CAC/">http://www.fco.gov.uk/en/global-issues/conflict-minerals/legally-binding-process/uk-bribery-act">http://www.fco.gov.uk/en/global-issues/conflict-minerals/legally-binding-process/uk-bribery-act</a>

<sup>&</sup>lt;sup>3</sup>US Foreign Corrupt Practices Act 1977: http://www.justice.gov/criminal/fraud/fcpa/

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

# I. Access to Information and Right of Inspection

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

# J. Governing Law and Dispute Resolution

1. *Governing Law*. The Parties agree that this Agreement is to be governed by and construed according to the laws of the District of Columbia.

#### 2. Dispute Resolution.

- a. The Parties acknowledge that this contract is the result of their intentions to collaborate in good faith; they will therefore undertake good faith efforts to resolve any conflicts related to its interpretation, formalization, or compliance. Any dispute under this contract that is not resolved by mutual consent shall be decided by WRI's Chief Financial and Operations Officer. Consultant may appeal the decision of Chief Financial and Operations Officer within ten (10) days of its receipt to WRI's Executive VP/Managing Director, whose decision shall be the final decision of WRI.
- b. If resolution is not reached within 60 days <u>and</u> the value of the contract exceeds \$25,000, the issue can be escalated to:
  - i. an in-person meeting between the Parties" senior management or
  - ii. by submitting any unresolved disputes concerning or arising under this contract to a mediation process to be held in the District of Columbia, with each party to bear its own attorneys' fees and incidental costs, and costs of the mediation to be borne equally by both parties.

# K. Miscellaneous

1. COVID-19. Consultant understands that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Consultant further understands that COVID-19 is an extremely contagious and dangerous disease, and that contact with the virus may result in significant personal injury or death. Consultant understands that the Services hereunder may expose them to COVID-19. Consultant acknowledges that it is their responsibility to take necessary precautions to protect themselves against potential exposure as recommended by relevant health authorities, including wearing a face covering and maintaining a distance from other individuals, but understands that these precautions may not be adequate to prevent exposure to the virus. Consultant assumes all responsibility for risk of exposure to COVID-19 in connection with the Services and acknowledges that WRI is not responsible for any risks related to COVID-19 in connection with the Services.

If at any time the Consultant feels uncomfortable or unsafe performing the Services or is otherwise unable to perform the Services due to COVID-19, they shall notify WRI in writing and the agreement will be terminated. WRI will pay the Consultant for any Services

performed prior to termination.

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

(i)	For WRI: Don Spencer, World Resources Institute, 10 G Street, NE, Washington, DC 20002
(ii)	For Consultant:

### L. Reserved.

# Or, for restrictive funders: Order of Precedence

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

- (1) Exhibit A: Funder Flow-down Requirements (if applicable)
- (2) Body of this Agreement(3) Exhibit B: Scope of Work and Payment Terms

#### M. <u>Acceptance</u>

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

Don Spencer Global Director, Grants and Contracts World Resources Institute	Consultant Name Title If applicable: Business Name	
Date:	Date:	
cc: Contract Files		

#### **EXHIBIT A**

#### SCOPE OF WORK AND PAYMENT TERMS

#### Scope and Schedule of Work

Note to staff: Please specify clearly the outputs and timing.

Activities and Deliverables:

Activity 1.

Activity 2.

Activity 3.

#### Table 1. Deliverables:

Deliverable Number	Deliverable Name	Deliverable Description	
1			
2			
3			

### Compensation, Expenses, and Schedule for Payment

Please clearly define compensation, e.g., a fixed fee, based on deliverable or product; or cost-reimbursement (based on hourly rate) for billable hours/expenses. Compensation must reasonable and must take into consideration value for money.

Payments must be clearly defined – guidance for the different contract types can be found below:

- Fixed Fee: each payment should be based on the <u>receipt and acceptance by WRI of a product/deliverable and invoice</u>. Payment upon signature is **not** preferred and should be limited to 10% of total contract value unless documented as justified by industry norms or the terms of the business proposal. Often an early deliverable can be identified as basis for payment.
- Cost-reimbursement: payments can be made upon receipt and acceptance by WRI of an invoice detailing hour worked and product/deliverable (if applicable).

The total amount payable under this contract is [mention total amount], which includes compensation of [mention compensation] and reimbursement of expenses of up to [mention expenses] as detailed below: [can be removed if there is no expenses component]

#### Compensation:

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

#### [remove whichever not applicable]

The consultant will be paid on a cost reimbursement basis at a rate of [mention rate per day or per hour] for a maximum of [mention number of hours or days]. The maximum amount payable under this contract is [mention total amount]. Payment will be made upon submission of an invoice detailing hours worked and deliverables completed.

# Table 2. Payment Schedule:

Payment	Invoice Due Date	Amount	Basis
1		\$Amount	Upon submission and acceptance by WRI of [product or deliverable and an invoice (detailing hours worked)] [fixed fee payments will be made only against completion of tangible deliverables and

	not activities - mention deliverable number]
2	
3	
4	
5	

Expenses: Remove if not applicable. Fixed fee contracts do not generally include reimbursable expenses – if you can price out any anticipated travel in advance, it should be built into the fee.

Consultant will be reimbursed up to [mention total amount] for the following reasonable and allowable expenses incurred as a result of this contract. All requests for reimbursement must be accompanied by receipts and submitted on a timely basis.

	DAILY RATE	NUMBER OF DAYS	TOTAL	
LODGING:	\$		\$	
MEALS:	\$		\$	
TRAVEL:			\$	
MISCELLANEOUS/OTHER EXPENSES:			\$	
OTHER:			\$	

[Add if useful:] Any and every expenditure in excess of \$\_\_\_\_\_ must be authorized in advance by WRI.

For agreements with individuals (remove if agreement is with an organization): Travel related this Agreement may be restricted as a result of WRI policies related to the COVID-19 pandemic. Consultant must receive prior written approval from WRI before incurring any travel-related costs.

Consultants traveling on behalf of WRI are entitled to utilize the services of International SOS (ISOS). The WRI point of contact named in this Agreement can answer any questions the Consultant may have about ISOS's services and can assist the Consultant with confirming travel plans with ISOS. ISOS's website can be found at <a href="https://www.internationalsos.com">www.internationalsos.com</a>; WRI's member ID can be provided upon request. Please note that ISOS does *not* provide travel insurance.

Instructions for Invoicing:

All Consultants must complete a vendor profile at the following link prior to payment: https://rebrand.ly/WRIVendorRegistration.

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

Beneficiary Name
Beneficiary Bank Name
Beneficiary Bank Address
Bank Account number/ IBAN (for Europe)
SWIFT Code (for International payment)
ABA number (for US domestic payment)
IFCS number (for India)
Clave number (for Mexico)
Intermediary bank info, if applicable