



**SMART Partnership
REQUEST FOR PROPOSALS:
SMART Software Development Services**

September 10, 2025

**PROPOSAL DEADLINE: October 10, 2025
PROPOSALS DELIVERED TO: Re:wild**

Invitation

Re:wild, on behalf of the SMART Partnership, is seeking proposals from qualified software developers to provide development services for the SMART (Spatial Monitoring and Reporting Tool) dashboard solution. This Request for Proposals (RFP) provides detailed information as to the project requirements and the desired qualifications of proposers.

Background and Objectives of Project

Re:wild is a US-based not-for-profit organization whose mission is to protect and restore the wild to build a thriving Earth where all life can flourish.

Re:wild hosts the SMART Partnership in trust and acts as the lead partner for administration and management of the Partnership with the consent and guidance of the SMART Partnership Steering Committee, including contracting SMART Software developers.

Re:wild intends to identify a preferred vendor who can work with us for a period of five years, commencing in 12 November of 2025 and continuing through June 2030. Individual projects will range in size, scope, and duration from limited short-term engagements to larger, longer-term efforts. Selection as a preferred vendor, however, does not guarantee award of any specific project.

The project is being funded by the SMART Partnership and may also be funded by both private and government sources. Projects are subject to the requirements as indicated in “Scope of Services and Desired Qualifications” including any additional requirements recorded in any specific SOW. Re:wild expects to enter into a contract for services (“Contract”) with the selected vendor. Each separate task assigned under the Contract will be set out in a Statement of Work (SOW) with a defined scope and cost.





Proposal Administration

All requests for clarification and questions concerning this RFP must be submitted in writing no later than 29 September 2025 via email to cgraf@rewild.org with a copy to jpalmer@wcs.org indicating the “SMART Software Development RFP” on the subject line. Responses, if determined appropriate by Re:wild, will be issued in writing to all known proposers.

A preproposal conference call may be held to answer questions about this RFP. If so, a call-in link will be provided to all prospective proposers who request it using the e-mail address above.

An interview may be requested of any proposer, and key staff should be present at the interview. Such a request for an interview does not constitute a contract award.

Proposals must be received no later than **5:00 PM, 10 OCTOBER 2025**.

Key Dates:

Preproposal meeting/call	_____	22 September 2025
Last day to submit questions	_____	29 September 2025
Proposals due	_____	10 October 2025
Interviews of proposers	_____	21 October 2025
Notice of Award	_____	14-20 days after last interview

Scope of Services and Desired Qualifications

The selected vendor is expected to have overall responsibility for delivery of the services including, but are not limited to, the following:

General Services:

- Comply with all applicable laws, rules and regulations governing such projects.
- Maintain insurance for itself and all sub-contractors, suppliers and vendors.
- Comply with any Re:wild rules, requirements or directives as set forth in the Contract.





The selected vendor is expected to have the experience, resources, qualifications, and capacity to successfully meet the objectives of this RFP, including:

- Proficiency with similar projects;
- Experience providing similar services;
- Appropriate technical expertise, staff capability, and fiscal resources.

Proposal Content

Proposals should be clear and concise, and should address in detail and with appropriate documentation each of the items listed below. Proposals that fail to do so may be disqualified as non-responsive. Re:wild may request clarification of any proposal during the evaluation process, but it is not bound to do so, and proposers should not assume they will have any further opportunity to clarify their proposals subsequent to the proposal due date.

Each proposer is requested to submit, on or before the submission deadline, an electronic copy of their proposal via email to cgraf@rewild.org with a copy to jpalmer@wcs.org, addressing the following items in the order listed:

A. Technical Qualifications

1. Contact Information

On a single cover sheet, please provide:

1. The proposer's name.
2. The proposer's contact person.
3. Contact information for the principal(s) or lead individual(s) who are anticipated to work on the project, including e-mail addresses, main telephone, fax and mobile telephone numbers.
4. Street address and web address of proposer.
5. Year proposer was established.
6. Tax identification number or registration number in home jurisdiction.
7. Annual revenue of the proposer.
8. Total number of staff of the proposer
9. List of proposed staff assigned to this project.
10. Signature of Principal and date of the signature.

2. Overview

Proposers should provide a summary of their understanding of the objectives of this RFP and a description of the methods they



will use to achieve those objectives, including technical quality assurance, and general management practices for comparable projects.

3. Qualifications

Proposers are requested to provide detailed information that demonstrates the following:

- experience providing the services requested in this RFP;
- proficiency with projects of comparable size and complexity;
- expertise of key staff in relevant professional disciplines;
- financial capacity as indicated by a sound credit history;
- Additional merit will be given to proposers who demonstrate the following:
 - o Use of Java and Eclipse
 - o Applications deployed and supported in at least three countries in Africa, Asia, or Latin America
 - o Use of UDIG
 - o Experience of PostgreSQL and PostGIS

4. Staffing Plan

Proposers should list the principals and key employees who will carry out the work, including their experience with the same, identifying the proposed project manager and staff members. A resume of each key member of the project team should also be included, indicating that member's responsibilities for the project and relevant experience. Upon award of the contract, substitutions of personnel will not be allowed without the prior written consent of Re:wild.

5. Hourly Rates

Proposers should provide hourly rates for key staff (see section B below)

6. Experience in Key Technologies

Proposers should provide details of experience in the key technologies (see Appendix A)

7. Outline of Project Approach

Proposers should provide an outline of their project approach including details of the software development methodology

8. References

Proposers are requested to provide examples of up to five (5) similar projects, recently completed or in progress, with the following information for each:

- Client
- Description of the work
- Name of a contact person who can provide a reference or site visit.

References may be contacted directly by Re:wild.

9. Approach for Optional Tasks

9a. Details of approach for mapping component

Enhancing the mapping components for the dashboard is of high priority to the project. Proposers should provide an outline of the approach to enhance the mapping components of Apache Superset. Details on the key features needed to enhance the mapping components can be found in **Appendix A**.

9b. Details of approach for containerized/Docker DevOps

Proposers should provide an outline of the approach to deploy a containerized solution that includes the full suite of SMART including SMART Desktop, SMART Connect, PostgreSQL and Superset. The containerized solution should be able to provide solutions for different user scenarios:

1. Single user offline
2. Multi-user with local network but no internet access
3. Multi-user with on-premise or private cloud setup with full internet access
4. Multi-user using SMART Connect as a Service, provided by the SMART Partnership



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B. Fee Proposal

Hourly Rates

Provide your daily rate for the following services. Please also indicate whether you can commit to fixing these costs for 3 years or a maximum percentage annual increase.

Service	Software Analysis & Design	Software Development (Apache Superset)	Software Testing	SQL and PostgreSQL/PostGIS Developer	Software Documentation	Software Troubleshooting & Support
Rate						
Notes						

Estimate of Efforts

Category	Requirements	Estimated Hours (include resource type as indicated in hourly rates section and hours)
Dashboard Sharing	Dashboard Template Sharing:	
Navigation	Adaptability to Screen Size: The dashboard's navigation should automatically adjust to different screen sizes, ensuring a seamless user experience on various devices.	
Navigation	Intuitive and Consistent Navigation: The navigation structure should be logical and consistent, making it easy for users to find the information or features they need. The dashboard's navigation should align with the existing navigation patterns and design elements of SMART Desktop to minimize the user learning curve and provide a	



	familiar experience.	
Accessibility	Focus Indicators: Provide clear focus indicators to help users identify the active element on the page.	
Configuration	Leverage Existing Roles and Permissions: Utilize existing user roles and permissions defined in Connect and/or SMART Desktop to minimize configuration efforts.	
Configuration	Granular Access Control: Allow for fine-grained control over user permissions, enabling different levels of access to data, dashboard functionalities and dashboard customization based on user roles.	
Dashboard Customization	Widget (Chart) Customization: Allow users to customize individual widgets, including changing their appearance, data sources, and display options.	
Data Filtering and Segmentation	Individual Widget Filtering: Enable users to apply filters to individual dashboard elements to further refine the data displayed within those elements. Allow users to create and apply custom filters based on specific data fields or conditions.	
Data Filtering and Segmentation	Date Filters: Provide flexible date filtering options, including range filters, specific date selection, and relative date filters.	
Data Filtering and Segmentation	Spatial Filters: Enable users to filter data based on spatial criteria, such as selecting specific geographic areas, protected areas, or locations.	
Data Filtering and	Hierarchical Filtering: Support	



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Segmentation	hierarchical filtering for categorical data, allowing users to drill down from broader categories to more specific levels.	
Data Filtering and Segmentation	Filter Visualization: Clearly visualize applied filters to help users understand the current data subset being displayed.	
Data Exploration	Custom Calculations: Allow users to create and perform custom calculations on data within the dashboard, such as calculating totals, percentages, and other derived metrics.	
Data Exploration	Data Drill-Down: Enable users to drill down into data at different levels of detail, exploring individual records or specific subsets.	
Data Exploration	Data Aggregation: Provide options to aggregate data at different levels (e.g., daily, monthly, yearly) to analyse trends and patterns.	
Data Exploration	Data Comparison: Enable users to compare data from different time periods, locations, or groups.	
Data Exploration	Data Export: Allow users to export data in various formats for further analysis or offline use. The files should include GIS data (GeoJSON, CSV, Excel, GPKG, ESRI, Parquet) and tabular data (CSV, Excel, Text).	
Data Visualization	Data Visualization Customization: Provide flexibility to customize data visualizations to suit specific analysis needs and preferences.	
Data Visualization	Map Visualization Types: Point map,	



Zoological Society of London



	Cluster Map, Heat map (gridded and interpolated), Choropleth map, Line map (with buffered area)	
Data Visualization	Layer/Icon and legend Toggling on Maps	
Data Visualization	Data Summary on Mouse Hover, including image attachment to observations if available	
Advanced Visualizations	Categorization of Data Points by Multiple Variables (color, size, shape)	
Usability Considerations	Ensure all visualizations are clear, concise, and easy to interpret.	
Usability Considerations	Provide clear legends and tooltips for data elements.	
Data Refresh	Prioritize real-time or near-real-time data updates whenever possible.	
Data Refresh	Offer options for manual data refresh and scheduling automatic refreshes at defined intervals.	
Data Refresh	Include an indicator that shows whether the data on the dashboard are up-to-date with the data on SMART Desktop	
Offline Access Requirements	Data Caching and Synchronization: Implement mechanisms to cache data locally on the user's device, allowing for offline access to existing dashboards and reports. Develop a synchronization process to update the cached data with the latest information when internet connectivity is restored.	
Offline Access Requirements	Offline Functionality: Ensure essential dashboard functionalities, such as data visualization, filtering, and basic navigation, are available offline.	



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Offline Access Requirements	Conflict Resolution: Implement strategies to handle potential conflicts that may arise when synchronizing offline data with the central server.	
Alerts and Notifications	Alert Customization: Allow users to customize notification settings such as preferred delivery methods like email, in-app, WhatsApp or SMS and the specific alerts they want to receive.	
Non-Functional Requirements-Security	Data Protection: Sensitive data must be protected from unauthorized access, disclosure, or modification.	
Non-Functional Requirements-Security	Compliance: The dashboard should adhere to relevant security standards and regulations.	
Non-Functional Requirements-Security	Authentication and Authorization: Robust authentication and authorization mechanisms should be in place to control access to the dashboard and its data.	
Non-Functional Requirements-Integration	SMART Systems: The dashboard should seamlessly integrate with existing SMART systems and platforms to ensure data consistency and interoperability.	
Data Requirements-Data Sources	Primarily connect to data from existing SMART sources such as patrol data, attribute data from existing Data models and Configurable Data models, Category groups, and queries.	
Data Requirements-Data Sources	Explore the possibility of integrating with other data sources in the future, such as EarthRanger database or	

General Conditions of Proposal Submissions

The following general conditions apply to all proposals submitted in response to any RFP issued by Re:wild.

- Non-Binding:
Re:wild's solicitation of proposals in response to any RFP does not commit Re:wild to award a contract, and this RFP is not an offer to enter into a contract for the services to be provided as described herein.



- **Proposal Materials and Costs:**
Re:wild is not liable for any costs incurred in the preparation, submission or negotiation of a response to its RFP or incurred for any other purpose or reason in connection with the RFP. No materials submitted with this RFP will be returned.
- **Confidentiality:**
All information and material contained in any Re:wild RFP or issued by Re:wild or any of its agents as part of any Re:wild RFP process is confidential and is the exclusive property of Re:wild.
- **Modifications:**
As a condition of award, Re:wild may request any proposer to make revisions, additions, or deletions to its proposal.
- **Subcontractors:**
After award of contract, Re:wild will have no obligation, financial or otherwise, to any subcontractor of the awardee. Nevertheless, any subcontract will be required to be subject to and consistent with the prime contract between Re:wild and the awardee, and Re:wild may require any subcontract to include specific terms and conditions.
- **Reserved Rights:**
Re:wild at any time in its sole discretion may, without notice and without liability to any proposer or any other party for their expenses incurred in the preparation of the responses hereto or otherwise, do any and all of the following:
 - o Amend or withdraw this RFP;
 - o Accept or reject any and all proposals received in response to this RFP;
 - o Award the contract to a proposer other than the proposer offering the lowest fee;
 - o Request additional materials and clarification or modification of any submitted proposal;
 - o Extend the time for submission of all proposals after notification to all prospective proposers;
 - o Terminate negotiations with a selected proposer and select another proposer;
 - o Take such action as Re:wild deems appropriate if negotiations fail to result in a signed agreement within a reasonable amount of time;





- o Terminate or modify the solicitation and selection process at any time and re-issue the solicitation to whomever Re:wild deems appropriate.

The selected vendor will be required to execute a written agreement with Re:wild.

Criteria for Selection

Selection Process:

- Re:wild will review and evaluate all proposals to determine each proposer's rating. This evaluation may include a request by Re:wild to interview proposers and visit their offices for purposes of clarifying their proposals.
- The proposal offering the most advantageous terms based on the criteria below will be selected for the award. Re:wild may reject any and all proposals if, in its sole opinion, no proposal satisfies its criteria.

Evaluation Criteria:

The evaluation criteria and weight will be as follows:

- The vendor's technical capability to provide the services (30%);
- Project related experience of the proposed staff (20%);
- Proposed methodology for executing the scope of work (25%);
- Client references (5%);
- Proposed fee (10%).



APPENDIX A

PROJECT SCOPE DESCRIPTION

The purpose of this GUA is to establish a preferred vendor relationship which then allows Re:wild/SMART to execute future projects covering the building of SMART Dashboard that enables access to SMART (Spatial Monitoring and Reporting Tool) data using Apache Superset. Specifically, we are looking for partners with expertise to build out and extend a prototype solution we have developed to allow users in over 80 countries around the world to explore and analyse SMART and related data using Apache Superset. The projects will require detailed knowledge of Superset, PostgreSQL and PostGIS. Details of the current prototype can be found in **Appendix B**. Full or partial knowledge will be required of all the technology components below.

Directions

The table below should be included as part of your response. This information will be used to allow Re:wild to better understand the capabilities of your organization and its ability to meet our needs.

Technology Components

The following table summarizes the SMART software components. Note which your organization works full regularly (Full), as needed (Partial), or not at all (None).

SMART Software Components	Full	Partial	None
Apache Superset (https://superset.apache.org/docs)			
PostgreSQL and PostGIS			

Mapping Components

The key improvements required for the Superset dashboard are as follows:

- Tool tips showing details of observations or patrols during drill-down
- Ability to import and overlay custom shape files
- Ability to overlay Web Map Servers(WMS)
- Ability to export map visualizations in .shp file format



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Additional Options:

- Display enhanced patrol tracks
 - Display speed using colour-coding and tooltips
 - Display direction with small arrows along the tracks
 - Add configurable patrol tooltip that shall include patrol ID, patrol leader, mandate, transport type
- Display enhanced observations
 - Use configurable icons to display observations. These shall either be determined by the observation category or one of the attributes
 - Add configurable tooltips
 - Optional: Show thumbprint of attachments and pictures with the option to view full size.
- Overlay maps of patrol tracks with maps of observations



APPENDIX B

PROTOTYPE SOLUTION

This appendix provides a detailed description of the SMART Dashboard prototype built using Apache Superset, focusing exclusively on its current architecture, components, and functionality.

1 Overview

The SMART Dashboard prototype is an open-source, web-based data visualization platform built on Apache Superset 4.1.2. It is fully integrated with the SMART Connect database, providing real-time access to conservation data and offering a unified platform for analysis, monitoring, and reporting.

2 Architecture

The prototype connects directly to the SMART Connect PostgreSQL database, leveraging its existing structure and extended functionality:

- Extended Database Layer:
 - Introduces a denormalized schema built on top of SMART Connect's normalized database structure.
 - Simplifies querying by exposing clear views of:
 - Patrol data (including patrol tracks)
 - Observations
 - Patrol efforts
 - SMART Queries (complex pre-configured queries).
 - Uses materialized views and caching for optimized performance on large datasets.
- Geospatial Data Support:
 - Integrated PostGIS support enables advanced spatial querying and map visualizations.

3 User Interface and Features

The user interface is web-based and provides point-and-click capabilities for dashboard creation and exploration. Key features include:

3.1 Dashboards and Visualizations

- Over 40 pre-built visualization types, including:
 - Bar, line, area, scatter, and pie charts
 - KPI and single-value indicators
 - Advanced map visualizations (deck.gl-based) such as:
 - Heat maps
 - Choropleth maps
 - Cluster maps
 - Line maps with patrol tracks
- Ability to combine multiple charts, maps, and tables into interactive dashboards.

3.2 Filters and Exploration

- Global dashboard-level filters (e.g., by date, site, patrol, species).
- Widget-level filters for fine-grained control over individual visualizations.
- Drill-down capabilities allow users to navigate from aggregate metrics to individual records.
- Hierarchical filtering supports parent-child relationships.

3.3 Data Access

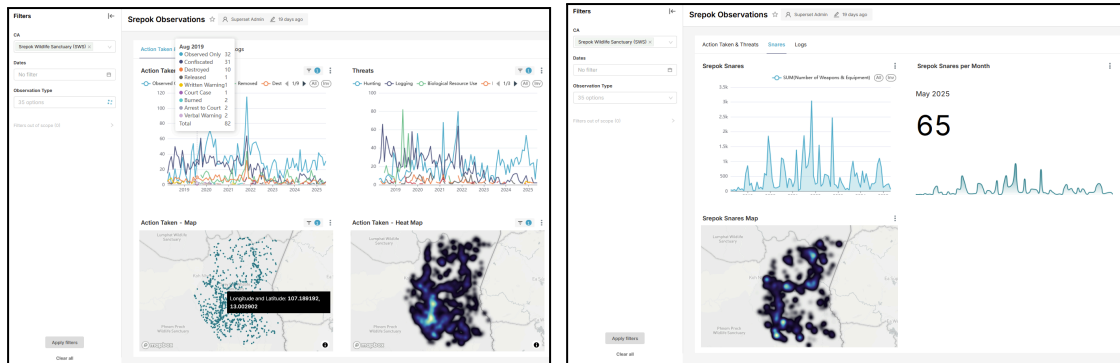
- Live queries directly against the SMART Connect database
- Role-based controls limit visibility to only authorized users to view

4 Security and Access Control

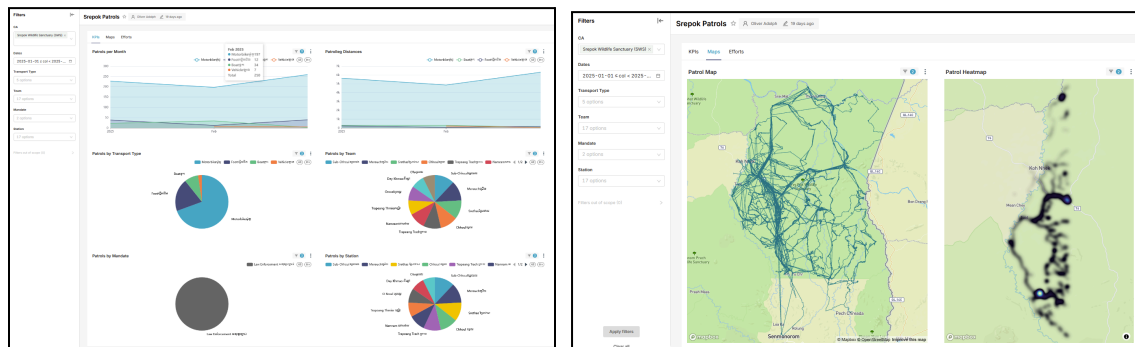
- Role-Based Access Control:
 - User roles (e.g., Admin, Site Manager, Analyst) define access to dashboards, datasets, and features.
 - Supports row-level security for restricting records by user role or site.
- Authentication:
 - Current prototype uses native Superset login system with support for password policies and user management.
- Data Protection:
 - All dashboard connections use secured database queries; access to underlying tables is abstracted by the database layer.

5 Dashboard Templates

Observations Dashboard Sample



Patrols Dashboard Sample



6 Key Technical Highlights

- Optimized for large datasets (tested with over 1000 patrol records)
- Users can export data from dashboard in several formats
- Custom visualization can be integrated with platform if required

APPENDIX C

USER FUNCTIONAL REQUIREMENTS TABLE

Category	Requirements
Dashboard Sharing	Dashboard Template Sharing:
Navigation	1. Adaptability to Screen Size: The dashboard's navigation should automatically adjust to different screen sizes, ensuring a seamless user experience on various devices.
Navigation	2. Configurable Navigation: Users should have the option to customize the navigation layout and elements to suit their preferences or specific workflows. Users should have the flexibility to reorder charts or widgets within a dashboard to prioritize information or customize the layout.
Navigation	3. Intuitive and Consistent Navigation: The navigation structure should be logical and consistent, making it easy for users to find the information or features they need. The dashboard's navigation should align with the existing navigation patterns and design elements of SMART Desktop to minimize the user learning curve and provide a familiar experience.
Navigation	4. Efficient Switching Between Dashboards: Users should be able to easily switch between different dashboards within the dashboard environment.
Accessibility	Focus Indicators: Provide clear focus indicators to help users identify the active element on the page.
Configuration	Leverage Existing Roles and Permissions: Utilize existing user roles and permissions defined in Connect and/or SMART Desktop to minimize configuration efforts.
Configuration	Granular Access Control: Allow for fine-grained control over user permissions, enabling different levels of access to data, dashboard functionalities and dashboard customization based on user roles.
Configuration	Pre-configured Roles: Provide predefined roles with specific permissions, such as "Admin", "Site manager" etc. to simplify user management.

Configuration	Role-Based Customization: Allow users to customize dashboards based on their assigned roles, ensuring appropriate levels of access and functionality.
Configuration	Data Access Control: Implement robust data access controls to prevent unauthorized access to sensitive information.
Configuration	Role-Based Sharing: Enable role-based sharing options for dashboards to control who can view and edit shared content.
Configuration	Permission Management: Provide tools for administrators to effectively manage user roles and permissions, including assigning permissions, creating new roles, new user groups, and modifying existing roles and user groups.
Configuration	Customizable Role Definitions: Enable administrators to create and customize role definitions to meet specific organizational needs and security requirements.
Dashboard Customization	Flexible Layout Customization: Allow users to customize the layout of their dashboards, including the ability to rearrange widgets, resize elements, and change the overall layout.
Dashboard Customization	Configurable Content: Enable users to add, remove, or modify the content of their dashboards, such as charts, graphs, and tables.
Dashboard Customization	Granular Customization Permissions: Implement a system of granular permissions that controls which users can make changes to dashboards, ensuring appropriate levels of customization based on roles.
Dashboard Customization	Widget (Chart) Customization: Allow users to customize individual widgets, including changing their appearance, data sources, and display options.
Dashboard Sharing	Public Sharing: Allow users to share dashboards publicly, making them accessible to anyone with the appropriate link or permission. This is particularly useful for citizen science projects or other initiatives where public engagement is desired.
Dashboard Sharing	Private Sharing: Enable users to share dashboards privately with specific individuals or groups, restricting access to unauthorized users. This is suitable for internal sharing within an organization or for sharing sensitive information.
Dashboard Sharing	Sharing Permissions: Implement granular sharing permissions to control who can view, edit, and share specific dashboards.
Data Filtering and Segmentation	Top-Level Filtering: Allow users to apply filters to the entire dashboard, such as date filters or spatial filters, to quickly narrow down the displayed data.
Data Filtering	Individual Widget Filtering: Enable users to apply filters to individual

and Segmentation	dashboard elements to further refine the data displayed within those elements. Allow users to create and apply custom filters based on specific data fields or conditions.
Data Filtering and Segmentation	Date Filters: Provide flexible date filtering options, including range filters, specific date selection, and relative date filters.
Data Filtering and Segmentation	Spatial Filters: Enable users to filter data based on spatial criteria, such as selecting specific geographic areas, protected areas, or locations.
Data Filtering and Segmentation	Hierarchical Filtering: Support hierarchical filtering for categorical data, allowing users to drill down from broader categories to more specific levels.
Data Filtering and Segmentation	Filter Visualization: Clearly visualize applied filters to help users understand the current data subset being displayed.
Data Exploration	Custom Calculations: Allow users to create and perform custom calculations on data within the dashboard, such as calculating totals, percentages, and other derived metrics.
Data Exploration	Data Drill-Down: Enable users to drill down into data at different levels of detail, exploring individual records or specific subsets.
Data Exploration	Data Aggregation: Provide options to aggregate data at different levels (e.g., daily, monthly, yearly) to analyse trends and patterns.
Data Exploration	Data Comparison: Enable users to compare data from different time periods, locations, or groups.
Data Exploration	Data Export: Allow users to export data in various formats for further analysis or offline use. The files should include GIS data (GeoJSON, CSV, Excel, GPKG, ESRI, Parquet) and tabular data (CSV, Excel, Text).
Data Visualization	Data Visualization Customization: Provide flexibility to customize data visualizations to suit specific analysis needs and preferences.
Data Visualization	Standard Chart Types: Bar Chart, Line Chart, Histogram, Area Chart, Pie Chart, Scatter Plot, Map, Bullet Graph, Single Value/KPI, Bubble Plots
Data Visualization	Map Visualization Types: Point map, Cluster Map, Heat map (gridded and interpolated), Choropleth map, Line map (with buffered area)
Data Visualization	Layer/Icon and legend Toggling on Maps
Data	Data Summary on Mouse Hover, including image attachment to observations if

Visualization	available
Advanced Visualizations	Categorization of Data Points by Multiple Variables (color, size, shape)
Usability Considerations	Ensure all visualizations are clear, concise, and easy to interpret.
Usability Considerations	Provide clear legends and tooltips for data elements.
Data Refresh	Prioritize real-time or near-real-time data updates whenever possible.
Data Refresh	Offer options for manual data refresh and scheduling automatic refreshes at defined intervals.
Data Refresh	Include an indicator that shows whether the data on the dashboard are up-to-date with the data on SMART Desktop
Offline Access Requirements	Data Caching and Synchronization: Implement mechanisms to cache data locally on the user's device, allowing for offline access to existing dashboards and reports. Develop a synchronization process to update the cached data with the latest information when internet connectivity is restored.
Offline Access Requirements	Offline Functionality: Ensure essential dashboard functionalities, such as data visualization, filtering, and basic navigation, are available offline.
Offline Access Requirements	Conflict Resolution: Implement strategies to handle potential conflicts that may arise when synchronizing offline data with the central server.
Alerts and Notifications	Alert Customization: Allow users to customize notification settings such as preferred delivery methods like email, in-app, WhatsApp or SMS and the specific alerts they want to receive.
Non-Functional Requirements - Security	Data Protection: Sensitive data must be protected from unauthorized access, disclosure, or modification.
Non-Functional Requirements - Security	Compliance: The dashboard should adhere to relevant security standards and regulations.
Non-Functional Requirements - Security	Authentication and Authorization: Robust authentication and authorization mechanisms should be in place to control access to the dashboard and its data.
Non-Function	SMART Systems: The dashboard should seamlessly integrate with existing

al Requirements - Integration	SMART systems and platforms to ensure data consistency and interoperability.
Data Requirements - Data Sources	Primarily connect to data from existing SMART sources such as patrol data, attribute data from existing Data models and Configurable Data models, Category groups, and queries.
Data Requirements - Data Sources	Explore the possibility of integrating with other data sources in the future, such as EarthRanger database or external online sources.
Data Requirements - Data Sources	Provide options to schedule automatic data imports at regular intervals to maintain up-to-date dashboards.
Data Requirements - Data Sources	Implement error handling and logging mechanisms to track import errors and provide feedback to users.
Data Requirements - Data Import/Export	Support for SMART Data: The dashboard should seamlessly integrate with existing SMART data sources. There are two APIs in the SMART architecture, Java-based and Python-based codebases. The dashboard should have the option to toggle pulling data using either of the two existing APIs.
Data Requirements - Data Import/Export	Geo-data Import: <i>For spatial data, the dashboard should support the import of several geo-data formats, including but not limited to shapefiles, GeoJSON, Parquet etc. to represent geographic features and boundaries.</i>
Data Requirements - Data Import/Export	EarthRanger Data Integration: Explore the possibility of integrating with the EarthRanger database to import data from tracked assets.

APPENDIX D

CONTRACT, INSURANCE, AND REGULATORY REQUIREMENTS

Re:wild

TERMS AND CONDITIONS FOR UMBRELLA AGREEMENTS

These terms and conditions for Re:wild UAs (“Standard Terms and Conditions”) are incorporated into and made a part of the UA between the Parties identified on the Cover Page as of the date of such UA. Defined terms in these Standard Terms and Conditions, unless the context requires otherwise, have the same meanings as defined in the Cover Page or elsewhere in the UA.

- Performance of Services.** (a) This UA engages the services (the “Services”) of the Contractor on a non-exclusive, indefinite-quantity basis for Re:wild. The scope and nature of the contemplated Services are described on the Cover Page and/or in Annex A. Any Services to be provided by Contractor shall be established in a Statement of Work (“SOW”) pertaining to those Services and submitted to Re:wild in advance in the form attached hereto as Annex C (including Annex C-1 thereto if applicable). The total aggregate fee payable under any and all SOWs established pursuant to this UA shall not exceed the sum specified in the currency specified on the Cover Page. If there is a fee rate applicable to all the Services performed under any and all SOWs hereunder, such rate is identified on the Cover Page. This UA shall apply to each SOW signed by the Parties during the Term (as specified on the Cover Page) including all documents identified as attachments to any such SOW. To the extent the duration of any SOW extends beyond the Term of this UA, this UA shall continue to apply to such SOW. Both Parties must execute a SOW in order for it to be valid. Each SOW shall be numbered sequentially and shall (a) provide a detailed description of the Services to which it pertains, (b) specifically identify any and all fees and costs associated with the subject Services, (c) specifically identify and set a maximum limit on any associated expenses, (d) include a detailed payment schedule, and (e) include any applicable Funding Source requirements and reporting requirements. If requested by Re:wild, Contractor shall complete any requested information on a SOW and failure to do so may lead to a delay or cancellation of the UA. This UA creates no obligation whatsoever on the part of Re:wild to enter into any SOW with Contractor.

(b) As an independent contractor, Contractor will be expected to work on its own. Contractor will, however, be expected to confer with Re:wild, and all Contractor’s work must meet with the approval of Re:wild. Contractor agrees to perform the Services (i) in accordance with this UA and each applicable SOW, including any attachments (where applicable), and generally accepted professional standards of



performance and ethical standards of conduct, and (ii) in compliance with applicable law. Contractor shall require its employees, agents, consultants, contractors, and other representatives to comply at all times with the terms and conditions of this UA and any SOW to enable Contractor to meet its obligations. Contractor shall be responsible for the actions and omissions of its employees, agents, consultants, contractors, and other representatives in connection with this UA and any SOW.

- 2. Responsibility.** Contractor is solely responsible for its own health and safety and for taking all appropriate and recommended precautions to safeguard itself and its employees, agents and subcontractors during the course of performing Services, including, without limitation, obtaining recommended vaccinations and malaria prophylaxis, if applicable. **Neither Re:wild nor any of its trustees, officers, employees or other agents is liable to Contractor or anyone related to Contractor, or any of Contractor's employees, independent contractors or agents for damages due to illness, injury, or death connected in any manner with this UA or any SOW or arising out of this relationship.**

3. Compensation; Invoices.

(a) Contractor will be compensated for Services satisfactorily completed in accordance with this UA and any SOW after receipt of acceptable documentation. Re:wild may withhold payment for deficient performance or breach of this UA or SOW. Contractor's total compensation for the Services shall not exceed the total SOW Fee specified in any SOW, except as otherwise approved in advance in writing by Re:wild, and shall be subject to applicable deductions and withholdings pursuant to Paragraph 4 below. If Contractor is a U.S. citizen or resident, Contractor agrees that Re:wild must receive Contractor's completed and signed W-9 form before Re:wild can make any payments to Contractor under any SOW.

(b) Contractor will submit invoices and/or activity reports for its work, describing the work performed and the agreed upon Fee for Services, in a form acceptable to Re:wild, to the Re:wild contact listed on the Cover Page for review and approval. Contractor shall also furnish supporting expense documentation describing the expenses requested to be reimbursed. Payment under any SOW is subject to Re:wild's satisfaction with the Services and approval of Contractor's invoice and, as applicable, report, deliverable, or other supporting documentation as set forth in any SOW. Payment will be made within forty-five (45) days following the date of Contractor's invoice and supporting documentation, once approved unless otherwise expressly agreed in writing. Payment will be made by electronic funds transfer, unless otherwise agreed with Re:wild.

(c) Payment by Re:wild is conditioned upon Re:wild's receipt and approval of invoices, activity reports or other documentation acceptable to Re:wild regarding Contractor's work and level of effort. If Re:wild disputes an invoice or documentation or part thereof or if an invoice or documentation is prepared or submitted incorrectly in any respect, Re:wild shall notify Contractor of the item disputed, specifying the reason therefore. Re:wild may withhold, from any monies which become payable



under any SOW, the amount that Re:wild considers is related to the subject of the dispute. On settlement of any dispute, Contractor shall submit an invoice for sums due as agreed. Payments by Re:wild, including advance payment, if any, shall not be deemed acceptance of the Services or deliverables and Contractor shall promptly refund to Re:wild payments made by Re:wild if Re:wild rejects the Services or deliverables within ninety (90) days after completion of the Services or submission of the deliverables or if Contractor fails to deliver the Services in compliance with the terms and conditions of this UA and any SOW.

(d) Contractor shall retain financial records, supporting documents, statistical records and all other records pertinent to the UA and any SOW for a period of at least seven (7) years from the later to occur of (i) the date of settlement of the final invoice or (ii) the termination or expiration of the UA, or longer if required by law or if instructed by Re:wild. Original records shall be retained; however, copies may be substituted if approved by Re:wild.

(e) Re:wild and/or Re:wild's Funding Source(s), as applicable, shall have the right to audit Contractor's relevant books and accounts in relation to items and/or services paid for under the UA and any SOW at any time. Contractor shall refund any incorrect payments made by Re:wild adjusted in accordance with the findings of said audit. For avoidance of doubt, the following parties shall have timely and unrestricted access to any of Contractor's books, documents, papers and other records (both hard copies and electronic) that are pertinent to the UA and any SOW for the purpose of making audits, examinations, excerpts, transcripts and copies: (i) Re:wild; (ii) the Funding Source(s); (iii) if any SOW is funded under a United States Federal award or contract, the Federal agency, the cognizant Inspector General, and the U.S. Comptroller General; and (iv) duly authorized representatives of any of the foregoing parties (including independent accountants engaged for the purpose). This right shall also include timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to the records covered by this Paragraph 3. The rights of access provided for in this paragraph are not limited to the required record retention period, but shall last as long as the records are retained.

4. **Taxes.**

(a) Contractor is responsible for paying all income, corporation, revenue or similar taxes howsoever described, and interest thereon, duly assessed on the income, profits and gains accruing to Contractor in the performance of any SOW. Contractor may be required to pay applicable direct or indirect taxes, charges or duties due in respect of the Services or of any payment made by Re:wild to Contractor under any SOW, and is responsible for informing itself of applicable tax laws. Contractor is also responsible for paying all taxes including income taxes and social security costs assessed, levied or payable against or on account of wages, salaries, or other emoluments, benefits, or deemed benefits paid to its employees, contractors or agents, as applicable. Contractor agrees to and hereby does indemnify and defend Re:wild and its trustees, officers, employees, independent contractors and agents against any claim relating to such taxes and statutory deductions.

(b) If Contractor is a U.S. taxpayer, Contractor will be paid without deductions for income taxes or social security. In such case, even though income tax or social security deductions are not made by Re:wild, Contractor should be aware that Re:wild may be obligated by United States Treasury regulations to report total annual amounts paid to Contractor to the Internal Revenue Service for informational purposes.

(c) If the Services are being performed outside the United States, Re:wild may withhold from the Fee or recover from amounts already paid to Contractor under any SOW, any income, business, and/or other taxes and charges, including Value Added Tax, that are required to be paid by Re:wild as the recipient of Services under any SOW pursuant to applicable law or the rules, orders or directives of any competent taxing authority. Unless otherwise expressly stated in this UA or any SOW, deductions will be made to the Fee as necessary in accordance with this Paragraph 4(c), and Re:wild shall not be required to make any additional payment or top-up to account for such taxes and charges.

5. **Compliance.** Contractor is responsible for observing and complying with all laws, rules and regulations applicable to Contractor's obligations and performance of the Services under this UA and any SOW, including, without limitation, labor, worker's compensation, environment, safety and health, tax and other requirements. Unless otherwise agreed with Re:wild in writing, Contractor is solely responsible for obtaining all authorizations, permits, licenses and permissions, including, if applicable, entry visas and work permits, in order to perform the Services. Unless otherwise agreed in writing with Re:wild, Contractor is solely responsible for the payment of all customs duties, excise duties, occupation and other like taxes assessed or levied with respect to the import and/or export of equipment, material or services in connection with the Services.
6. **Out of Pocket Expenses.** If so provided in any SOW, Re:wild will reimburse Contractor, at cost and in accordance with Re:wild's expense guidelines, for all reasonable and necessary out-of-pocket expenses actually incurred by Contractor and directly related to the provision of the Services up to a total amount specified by Re:wild. Re:wild will not be liable for Contractor's expenses unless, with each request for reimbursement of expenses, Contractor promptly submits expense documentation evidencing the expenses in a form acceptable to Re:wild, and in any event not later than thirty (30) days from the termination or expiration of any SOW. Payment will be made within forty-five (45) days from receipt of Contractor's expense reimbursement request and Re:wild's acceptance of Contractor's supporting documentation.
7. **Independent Relationship.** Contractor's relationship to Re:wild under this UA and any SOW is that of an independent contractor. Nothing in this UA or any SOW will be deemed to constitute a relationship of employer-employee, joint venture, partnership, agency, or legal representative between Contractor and Re:wild for any



purpose. Because Contractor is an independent contractor, neither Contractor nor, as applicable, any of its employees, officers, representatives, independent contractors or agents will receive the sick leave, vacation, pension or related benefits associated with regular employment at Re:wild. Unless authorized in writing, Contractor may not represent or assume to represent Re:wild or bind Re:wild in any manner.

8. Insurance.

(a) **Health and Travel-related Requirements for Individuals.** If Contractor is an individual, Contractor must comply with the insurance requirements listed in Annex B for Individuals, unless exempt from one or more of these requirements as may be set forth in Annex B.

(b) **Insurance Requirements for Entities.** If Contractor is a corporation, partnership or other legal entity ("Entities"), Contractor must comply with the insurance requirements listed in Annex B for Entities, unless exempt from one or more of these requirements as may be set forth in Annex B.

(c) **Proof of Insurance.** Contractor must furnish proof of insurance reflecting required coverages upon execution of this UA and before the performance of Services under any SOW. If Contractor is an individual, said proof of insurance must include the contact information for the insurance company, the underlying levels of insurance, and emergency contact and beneficiary information.

9. Termination.

(a) Unless otherwise stated expressly in this UA, Re:wild may terminate this UA or any SOW without cause by furnishing at least thirty (30) days' written notice to Contractor. In such event, Contractor will be paid only for Services actually rendered prior to termination and deemed satisfactory by Re:wild.

(b) If either Party breaches any material term of this UA or any SOW, the non-breaching Party may give the other Party written notice of its intent to terminate this UA or SOW, as the case may be. If the breaching Party does not cure the breach (if it can be cured) within ten (10) business days after receipt of the notice, the non-breaching Party may terminate the UA or SOW, as the case may be, immediately. In addition, Re:wild may terminate this UA or any SOW **immediately** upon written notice to Contractor (i) upon termination of all or part of any Funding Source agreement for any SOW or non-funding by any Funding Source of all or part of any SOW, (ii) upon instruction by a Funding Source (if any) to terminate all or part of this UA or any SOW, or (iii) if Re:wild determines that Contractor is in breach in any material respect of any representation, warranty, covenant or agreement contained in this Agreement, including without limitation under Paragraphs 13, 19, 20 or 21. Such notice may be given by email directed to Contractor's contact listed on the Cover Page, and will be effective when the email is received.



(c) Contractor will not incur any additional expenses between the date of notice of termination and the date of termination without the prior written consent of Re:wild. Upon any termination of this UA or any SOW, the Parties will cooperate to bring their relationship, or portion thereof, to an orderly conclusion.

10. **Conduct.** Contractor is required to comply with Re:wild policies and procedures to the extent Contractor performs Services at Re:wild's facilities, on sites under Re:wild's management or control, using or having access to Re:wild equipment (including vehicles, boats, and aircraft), and/or acting as Re:wild's agent. Contractor agrees to comply with all directives of Re:wild regarding conduct on those premises and/or using those facilities and/or equipment, such as safety rules and regulations, and, as applicable, shall instruct its employees, representatives, agents and/or subcontractors accordingly. Re:wild will give Contractor notice of such directives. Contractor will also comply with any security restrictions imposed by Re:wild while performing the Services. Contractor is solely responsible for the safety and conduct of itself and, as applicable, any of its staff or any person that it may retain to carry out the Services in any SOW. Re:wild shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by Contractor or Contractor's employees, representatives, subcontractors or agents.
11. **Confidentiality.** Contractor warrants that it will maintain in strict confidence Confidential Information (as defined below) to which it has access during the term of this UA or any SOW. Contractor will treat Confidential Information with the same standard of care that it uses in maintaining its own Confidential Information, provided that that standard is not negligent. Contractor will use Confidential Information only as is required by this UA and any SOW, and Contractor will not reveal it to a third party without the prior written consent of Re:wild. "Confidential Information" means information concerning the affairs, activities, research, proposals, projects, employees, members, donors, finances, property or method(s) of operation, trade secrets, know-how and similar information of Re:wild, its affiliates, as well as any third party and its affiliates with which Re:wild may collaborate. Confidential Information does not include information which (a) is already known through lawful means to Contractor before disclosure by or on behalf of Re:wild, (b) after disclosure, becomes generally known to the public through no breach or fault by Contractor, (c) Contractor receives from a third party who is free to make such disclosure without breaching any legal obligation to Re:wild, (d) Contractor develops independently as evidenced by Contractor's own written records, or (e) is required to be disclosed by judicial or administrative process, in which case Contractor will notify Re:wild of the obligation and cooperate reasonably with Re:wild's effort to bar or seek a modification of the order.

As applicable, Contractor will advise its employees, directors, officers, representatives, subcontractors and agents that Confidential Information may be treated only as provided herein and cause such employees, directors, officers, representatives, subcontractors and agents to comply with these requirements.

12. Intellectual Property.

(a) Unless otherwise stated expressly in this UA or any SOW, any work developed or performed by Contractor, or materials delivered by Contractor, for Re:wild is being created at the insistence of Re:wild and shall be deemed “work made for hire” under applicable law. These materials, whenever and wherever created, are referred to collectively in this UA and any SOW as the “Work” or “Works.” Contractor agrees that all original Work submitted by Contractor as part of the Services or as part of the process of creating the Work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, programming aids, and deliverables, shall be the property of Re:wild whether or not Re:wild uses such Works. No rights in and to the Works are reserved by Contractor.

(b) Unless otherwise stated expressly in this UA or any SOW, Contractor hereby grants, assigns, and conveys to Re:wild all rights, title, and interest in and to the Works, including but not limited to, all inventions, works of authorship, other proprietary data, and all other materials (as well as any U.S. and foreign copyrights, patents, trade secrets, or other intellectual property rights attendant thereto) conceived, reduced to practice, authored, developed, or delivered by Contractor or its employees, agents, consultants, contractors, and representatives either solely or jointly with others, during and in connection with the performance of the Services under any SOW with Re:wild. Contractor agrees, and Contractor will require each of its employees, agents, consultants, subcontractors, and representatives to agree, not to seek patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works or authorship, proprietary data, or other materials. Contractor agrees, and Contractor will require each of its employees, agents, consultants, contractors, and representatives to agree, at Re:wild’s expense, to do all things and execute all documents as Re:wild may reasonably require to vest in Re:wild or its nominees the rights referred to herein and to secure for Re:wild or its nominees all patent, trademark, or copyright protection. Except if and as expressly permitted hereunder, Contractor may not use the Works for any purpose except as needed to carry out the Services without the prior written consent of Re:wild.

(c) Contractor shall not make any use of the marks, logos or names of Re:wild except as expressly authorized in writing in advance by Re:wild in each instance.

13. Warranties. Contractor represents and warrants to Re:wild that (i) Contractor has the full power and authority to enter into and perform this UA and any SOW and to grant the rights granted hereunder, (ii) Contractor and those performing Services on Contractor’s behalf have the necessary knowledge, qualifications, licenses, permits, ability and expertise to perform Services set out in any SOW to the standard of care and technical professional expertise required by Re:wild, (iii) entering into this UA and any SOW and performing the Services will not conflict with any agreement between Contractor and any other party, (iv) each of the Works is original and Contractor is the sole author of each of the Works and the owner of all rights assigned in this UA and any applicable SOW to Re:wild, (v) no part of the Works will defame or libel, or infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of, any third party, (vi) any part of the



Works or other material(s) furnished but not created by Contractor do not infringe upon or violate any personal or property rights of others and Contractor has the right to furnish such material(s) to Re:wild, (vii) any media containing any digital program which is included in the Works will be free from defects in material and workmanship and any such digital program will contain no virus or disabling device or content that could interfere with continuous performance of such digital program, (viii) any digital program, database and other element of the Works is fit for the purpose for which it is has been prepared or developed and will be able accurately to recognize, record, present, store, and process data (including dates and date-related data), (ix) as applicable, Contractor will provide Re:wild with all source code, programmer documentation, and other materials necessary for Re:wild to maintain and modify any digital program developed by Contractor under any SOW, and (x) at all times during the term of this UA, with respect to personally identifiable information ("PII", hereby defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual), Contractor (A) is capable of providing, and will maintain, reasonable and appropriate physical, technical and administrative safeguards for any PII received from Re:wild, or created or received on Re:wild's behalf, including, without limitation, during the transfer of the PII between Re:wild and Contractor; and (B) will maintain sufficient procedures to detect and respond to any attempted unauthorized acquisition or use of PII in paper or electronic form or interference with information system operations affecting electronic PII.

14. Indemnification. To the fullest extent permitted by law, and notwithstanding any limitation of liability contained in this UA or any SOW, Contractor shall defend, indemnify and hold harmless Re:wild, its affiliates and each of their respective trustees, directors, officers, employees, guests, independent contractors, agents, successors and assigns (together, the "Indemnitees") from and against, and reimburse Indemnitees for, any and all claims, demands, liabilities, losses, damages, liens, encumbrances, penalties, fines, suits, proceedings, judgments, causes of action, costs, fees and expenses, including reasonable attorneys' fees, court costs and out-of-pocket expenses ("claim(s)"), including claims for damages because of bodily injury, illness, disease, or death, damage to, loss of use, or destruction of tangible property, arising out of or occurring as a result of the work or operations of Contractor or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, for Re:wild, excluding only liability caused by the Indemnitees' sole and exclusive negligence. Contractor further agrees to defend, indemnify and hold harmless Indemnitees from any claims arising from (i) any breach of this UA or any SOW by Contractor, (ii) any infringement by Contractor of copyright, trademark, patent or other intellectual property rights, or (iii) both. Contractor's agreement set forth in this paragraph shall not be deemed excess coverage to any insurance or self-insurance Indemnitees may have covering a claim.

15. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL,





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INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOST SAVINGS, EVEN IF A PARTY IS INFORMED OF THEIR POSSIBILITY.

16. **Force Majeure.** Neither Party shall be in breach of this UA or any SOW if its performance is materially and adversely affected by acts of government, civil unrest, terrorism, riots, military actions, border closures, labor disputes, major infrastructure disruptions, environmental disasters, extreme natural phenomena, public health crises or other causes beyond the reasonable control and without the negligence or fault of the non-performing Party (each, an “Event of Force Majeure”). The non-performing Party shall give prompt written notice thereof to the other Party, including a description of the Event of Force Majeure. For the duration of the Event of Force Majeure, the affected requirements of this Agreement shall be suspended; provided, however, that the non-performing Party shall use reasonable efforts to mitigate the effect of the Event of Force Majeure on its performance under this Agreement. After the Event of Force Majeure, the Parties shall resume performance as soon as reasonably practicable, unless they agree otherwise in writing. If an Event of Force Majeure lasts over thirty (30) consecutive days or severely undermines the primary purpose for entering into this UA or any SOW, either Party may terminate this UA and/or such SOW without penalty by written notice to the other Party. In the event of such a termination, payment will be made for Services satisfactorily performed and goods delivered and accepted. To the extent any deposit has been paid in advance in respect of Services that have not yet been satisfactorily performed or goods that have not yet been delivered and accepted, such deposit shall, upon written agreement of the Parties, be retained as a credit toward future services or goods or, failing such agreement of the Parties, refunded in full within thirty (30) days of the termination.
17. **Governing Law.** Unless otherwise stated expressly in this UA or any SOW, this UA and any SOW shall be governed by the laws of the State of New York, disregarding New York’s choice of law rules. However, this paragraph is not intended to modify or affect the applicability of labor and employment laws of the United States or other jurisdictions, which may or may not apply to the professional relationship memorialized in this UA or any SOW based on particular facts and circumstances.
18. **Dispute Resolution.** The Parties hereby agree that, in the event of any dispute, controversy or claim (“Dispute”) between the Parties relating to this UA or any SOW, the Parties shall first seek to resolve the Dispute through informal discussions. All such discussions are and will be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Dispute is not resolved within sixty (60) days of notification of such Dispute, either Party may make a written demand for non-binding mediation, specifying the subject of the Dispute and the relief requested. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. If the Parties cannot agree on a mediator within fifteen (15) days of the



request for mediation or if the Dispute is not resolved within sixty (60) days of the request for mediation, then

(i) if Contractor's principal place of business is in the U.S., either Party may commence litigation proceedings in any state or federal court located in the State of New York and County of New York empowered to enforce this UA or any SOW. The Parties consent to the exclusive jurisdiction of such courts, and hereby waive any objection thereto on the basis of personal jurisdiction or venue or any other basis;

or

(ii) if Contractor's principal place of business is outside the U.S., the Parties agree that the Dispute will be settled by binding arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, conducted in the English language before a single arbitrator appointed in accordance with the aforementioned rules. The Parties agree that Re:wild shall select the venue (legal seat) and physical location of arbitration proceedings at its sole discretion, regardless of the Party initiating the Dispute. Each Party shall bear its own costs and fees, including attorneys' fees, expert fees, and other expenses related to the arbitration between the Parties. The decision of the arbitrator shall be final and binding upon the Parties and their respective successors and assigns.

Nothing in this Paragraph 18 shall limit the right of Re:wild to seek injunctive or other equitable relief in any court of competent jurisdiction and to this extent Contractor irrevocably consents to the non-exclusive jurisdiction of any court having competent jurisdiction over Contractor or its assets for purposes of seeking injunctive and equitable relief.

19. Government Officials and Employees. Re:wild is bound by U.S. laws and regulations that prohibit making corrupt payments, directly or indirectly, to any government official. Contractor hereby represents and certifies that, in performing the Services pursuant to this UA and any SOW, Contractor and its directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government. Re:wild may terminate this UA and any SOW immediately if Contractor fails to comply with the conditions stated in this Paragraph 19.

20. Preventing Terrorist Financing; Other U.S. Sanctions and Export Controls.

(a) Re:wild is bound by U.S. laws and regulations that prohibit having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror. By entering into this UA, Contractor represents, certifies

and agrees that (i) Contractor does not engage in or support, directly or indirectly, acts of terror and (ii) Contractor shall not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) and the United Nations Security Council's ISIL (Da'esh) and Al-Qaida Sanctions List (online at: https://www.un.org/sc/suborg/en/sanctions/1267/aa_sanctions_list). Further, Contractor represents, certifies and agrees that Contractor is implementing, and over the course of this UA and any SOW will continue to implement, reasonable monitoring and oversight to assure continuing compliance with these representations, certifications and agreements and that, on request, Contractor will provide documentation of the monitoring and oversight of these efforts. Re:wild may terminate this UA and any SOW immediately if Contractor fails to comply with the conditions stated in this Paragraph 20. This provision must be included in all subcontracts issued under this UA or any SOW.

(b) All transactions funded under this UA and any SOW shall comply fully with all applicable U.S. economic and trade sanctions, including (without limitation) those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, as well as export restrictions administered by the U.S. Government. Without limiting the generality of the foregoing, Contractor certifies and agrees that Contractor has not and shall not use any funds or Services provided under this UA or any SOW, whether directly or indirectly, to (1) engage in, support, or otherwise facilitate a transaction in which an individual, entity or country designated by OFAC has an interest of any nature whatsoever, direct or indirect, in violation of U.S. law or regulations, including, without limitation, those administered by OFAC; or (2) export or re-export items or purchase items to export or re-export in violation of U.S. law or regulations, including, without limitation, the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce.

21. Ethical Conduct and Respect for Human Rights. Contractor represents and warrants that the Contractor and, as applicable, its employees, officers, directors, subcontractors or agents shall perform the Services:

- (i) following the highest standards of professional and personal ethics;
- (ii) in accordance with internationally-recognized standards of human rights and human rights laws;
- (iii) with due respect for the cultures and customs of Indigenous Peoples, local communities and countries in which it is implementing the Services;



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(iv) without directly, or indirectly, engaging in or tolerating any form of human trafficking (i.e., the act of recruiting, transporting, transferring, harboring or receiving a person through use of force, coercion or other means for the purpose of exploiting them); and

(v) ensuring that no form of physical or emotional abuse, sexual abuse, neglect, exploitation or any other activity occurs by the Contractor and, as applicable, its employees, officers, directors, subcontractors or agents, that could result in harm to the health, safety, survival, development or dignity of any individual.

22. Disclosure. Contractor shall immediately report to Re:wild if Contractor or, as applicable, its employees, officers, directors, subcontractors or agents witness or receive a complaint relating to human rights violations or harm to Indigenous Peoples, local communities, vulnerable groups or other individuals in the implementation of the Services. Contractor shall also immediately disclose to Re:wild if it becomes aware of (a) any allegation of fraud, corruption, unethical or illegal conduct in connection with the Services or this UA or any SOW, or (b) any actual or potential breach of the representations of Paragraphs 13, 19, 20 or 21. Contractor shall provide its full and timely cooperation with any audits, inspections, or investigations following such report or disclosure. Contractor shall direct any reports and/or disclosures to ethics@Re:wild.org.

23. No Assignment; Subcontracting. Contractor may not assign this UA or any SOW without the prior written consent of Re:wild and any purported assignment made in violation of this prohibition will be null and void. Should Contractor engage any third parties in connection with the performance of the Services under this UA or any SOW, Contractor shall include in the agreements with its subcontractors all terms and conditions necessary to ensure that Contractor complies with this UA and such SOW. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this UA and such SOW. Records related to such subcontracts shall be made available to Re:wild, the Funding Source(s), and their respective representatives and assignees upon request.

24. Survival. Upon any termination or expiration of this UA or any SOW, the provisions of this UA and any SOW that by their context are intended to survive the expiration or termination of this UA or SOW shall survive, including, without limitation Paragraphs 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24 and 25 of this UA.

25. Entire Agreement. This UA (including the Cover Page, these Standard Terms and Conditions, any SOW and any attachments to this UA or SOW, all of which are incorporated in and made a part of this UA) constitutes the entire agreement between Contractor and Re:wild with respect to the subject matter hereto and may be altered only by subsequent mutual agreement in writing. Each Party represents and warrants that this UA has been executed on its behalf by its duly authorized agent or agents. The provisions of this UA and any SOW shall be read together and applied in a manner consistent with the purpose of this UA and any SOW to the





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maximum practicable extent. In the event of any apparent conflict or inconsistency between or among the provisions of the Cover Page, the Standard Terms and Conditions, any SOW and any attachments to this UA, Contractor shall have an affirmative duty to notify Re:wild and obtain guidance before interpreting them. Contractor agrees to be bound by the interpretation determined by Re:wild and shall be held liable for any interpretation inconsistent with Re:wild's position if Contractor fails to notify Re:wild.

24. **Counterparts.** This UA may be executed electronically (i.e., PDF format), by facsimile and in one or more counterparts, each of which shall constitute an original document and all of which taken together will constitute one instrument.

-- END OF TERMS AND CONDITIONS --



Zoological
Society
of London

