



Request for Proposals (RfP) GEF full-size project preparation

IUCN Programme Faso Office, Ouagadougou

RfP Reference: IUCN-2024-P04522-1

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

- 1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e., from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

IUCN Contact : André-Marie Tine, Regional Senior Procurement Officer,
andre-marie.tine@iucn.org

3. PROCUREMENT TIMETABLE

- 3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
02 February 2024	Publication of the Request for Proposals
11 February 2024	Deadline for expressions of interest
15 February 2024	Deadline for submission of questions
25 February 2024	Planned publication of responses to questions
01 March 2024	Deadline for submission of proposals to IUCN (" Submission Deadline ")
08 March 2024	Clarification of proposals
25 March 2024	Planned date for contract award
15 April 2024	Expected contract start date

3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement.

4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2) **no later than Midnight CET on March 1st, 2024, to the following address:**

andre-marie.tine@iucn.org cc procurement-paco@iucn.org.

4.3. The subject heading of the email shall be [RfP Reference – bidder name]. The bidder's name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g., Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.4. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

Pre-Qualification Criteria	
1	3 relevant references of clients similar to IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years
4	How many employees does your organisation have who are qualified for this work?
5	Confirm that your organisation has formal policies and/or procedures for the following: - Procurement, - Code of conduct, - Accounting report

4.5. *Technical Proposal*

The technical proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).

Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN's discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN's approval.

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance:

	Description	Information to provide	Relative weight
1	Project Team Composition	CVs	5%
2	Methodology and Workplan	Detailing of methodology and workplan in the proposal submitted	40%
3	Experience with food systems involving producer, private and public sectors for sustainable agri-food value chains development	CVs and write-up in the proposal related to experience	10%
4	Experience with GEF	CVs and write-up in the proposal	10%
5	Experience in Environmental and Social safeguards	CVs and write-up in the proposal	10%
6	Fluency in English and fluency of at least 1-2 team members in Burkina Faso local languages	CVs and write-up in the proposal	10%
7	Experience of working with partners in Burkina Faso	CVs and write-up in the proposal	10%
8	Familiarity with project areas	Write-up in the proposal	5%
TOTAL			100%

4.6. *Financial Proposal*

4.6.1. The financial proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.6.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes (except VAT, see below), fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your organisation and to include them in your financial offer.

4.6.3. *Applicable Goods and Services Taxes*

Proposal rates and prices shall be exclusive of Value Added Tax.

4.6.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in USD.

4.6.5. *Breakdown of rates and prices*

For information only, the price needs to be broken down as follows:

	Description	Quantity	Unit Price	Total Price
1				
2				

3				
4				
5				
6				
	TOTAL			

4.7. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account in the evaluation.

4.8. Your proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.9. *Withdrawals and Changes*

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.5. *Total Score*

Your proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical: 70%
Financial: 30%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 70\% + 77 * 30\% = 58.1\% + 23.1\% = 81.2\%$.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

6. EXPLANATION OF PROCUREMENT PROCEDURE

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

- 7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.
 - 7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
 - 7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
 - Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct

- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
 - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
 - Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

11. ABOUT IUCN

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

www.iucn.org

<https://twitter.com/IUCN/>

12. ATTACHMENTS

12.1. ATTACHMENT 1 TERMS OF REFERENCE

Background of the project:

The GEF funded Foods Systems Integrated Program is one of 11 integrated programs formulated under the GEF 8 programmatic directions. The development of the program is being led by the FAO/IFAD.

The Burkina Faso, “**Promoting Nature Positive Food Systems in Burkina Faso**” child project EOI with IUCN as the GEF Agency was selected by GEF Secretariat to be funded under the GEF 8 **Food Systems** integrated program. This integrated program accounts 22 child project.

The child project aims at accelerating the transformation to nature-positive and low emission food systems in Burkina Faso. Interventions focus on maize, rice, ruminants and fish farming as entry commodities with regard to the prevailing integrated crop-livestock production systems. At the production level, interventions will consist in building technical capacities, providing appropriate technologies and streamlining the agro-pastoral extension systems in terms of nature-positive production, storage and marketing system and technologies. At the post-production level, the project will engage with the agri-food system value chains actors and those upstream of value chains in order to develop incentives for the key actors to take collective active for nature-positive and low-emission food systems.

For agri-food marketing, interventions will be geared towards building the organizational and marketing capacities of stakeholders, strengthening the agri-food marketing and governance systems and supporting the functioning of the established governance system. The project has four components and eight outcomes:

Component 1: Enabling environment to catalyse nature-positive food system transformation in Burkina Faso

Outcome 1.1. Collaborative partnership to catalyse scaling up of policy, finance and innovation for nature-positive food systems

Outcome 1.2. Enhanced national governance frameworks to support the transformation of food systems towards sustainability

Component 2: Improved and increased financing deployed in support of nature-positive food system transformation

Outcome 2.1. Mechanisms for public and private investment in nature-positive food system transformation are developed and implemented

Outcome 2.2. Increased availability of and access to financial services in support of nature-positive food systems transformation

Component 3. Environmental benefits leveraged through sustainable management of food systems

Outcome 3.1. Strengthened planning frameworks and capacities support nature-positive transformation of food system and landscape management in target geographies

Outcome 3.2. Strengthened value chains and innovative business models supporting nature-positive food system transformation.

Component 4. Knowledge, innovation, M&E and coordination promoted

Outcome 4.1. Knowledge and innovations on food system transformation are effectively generated and managed

Outcome 4.2. Project effectively Monitored, evaluated and coordinated for enhanced decision-making

The GEF resources allocated to the project amount to US\$ 12 million (including Project, PPG and Implementing Agency Fee) and is expected to mobilize US\$ 65 million in co-financing. This project will be funded through the multiple focal areas (Biological Diversity, Land Degradation and Climate Change) of the GEF. **The project preparation grant (PPG) available for this project is US\$ 300,000, part of which will be used for consultancy.**

Following the project approval cycle of the GEF, this draft concept note must now be fully developed into the following required documents:

- IUCN-GEF Project Document (ProDoc) including all annexes (budget, work plan, M&E plan, procurement plan, co-financing letters, Environment and Social Screening,

Environment and Social Impact assessment and Environmental and Social Management Plan if relevant)

- GEF CEO Endorsement Request (CEO-Endorsement Document)

The project concept can be requested on-demand to the IUCN contact.

The ProDoc shall clearly identify the approach and content of the “**Promoting Nature Positive Food Systems in Burkina Faso**” project, and to ensure that the project’s incremental reasoning, cost-effectiveness, risk and mitigation issues are addressed through a widespread and thorough consultation process with stakeholders and project partners. As a condition for achieving CEO Endorsement, the ProDoc need to be clearly aligned with the Food System Integrated Program (FSIP) and identify clear strategies and operational processes that will contribute to the global impact that the FSIP aims to achieve.

OBJECTIVE(S)

The Consultant will support IUCN, its partners especially SP-CNDD and DGPER to undertake and lead the development of the project design and the full Project Document of the “**Promoting Nature Positive Food Systems in Burkina Faso**” project.

TASKS

The Consultants/Firm awarded this contract will be responsible for preparing the GEF CEO Endorsement request and the Project Document including all annexes for the above-mentioned project. This will consist of the following:

1) Scoping and consultations

- Document review: Read in detail the approved FS IP PFD and the specific Burkina Faso child project concept note, associated documents, e.g., STAP and GEF Secretariat and GEF Council review comments, IUCN GEF Policy and guidance documents, GEF-8 Programming Directions, etc.
- Conduct baseline scenario analysis, including ecological, and socio-economic studies to determine drivers of sustainable food system, agroecosystem restoration, value chains development and socio-political analysis, governance and law-enforcement mechanisms of natural resources, agri-food systems and associated rights;
- Review challenges and lessons learnt related to food system development and agroecosystem restoration in Burkina Faso and other countries in the region and beyond that can be applied to Burkina Faso to strengthen the local, provincial, territorial and national food system in Burkina Faso, identifying hotspots of threats and other socioeconomic activities in the country focusing that might undermine the sustainability of food system on the project priority intervention sites (Administrative regions of Boucle du Mouhoun, Hauts Bassins, Sud-Ouest and Centre);

- Scale of threats to nature positive food systems, local community's livelihood activities relying on agroecosystems, including inappropriate attitude and behaviour, identifying critical information gaps and drivers and conditioning factors of scaling nature positive food systems along the selected agri-food value chains (maize, rice, ruminants and fish farming). This should also be including opportunities for regional and international collaborations with relevant institutions and experts. Taking especially into consideration experiences and approaches of the ongoing GEF funded umbrella programs/projects on sustainable food systems and related issues and seeking commonalities, knowledge and experience exchange, building partnerships with these programs/projects, including but not limited to within FS IP.
- Review the Burkina Faso legal frameworks and policies on food systems, experiences at the local, national, regional and international level, where agri-food value chains actors are engaged in (i) sustainable agri-food production systems using different approaches such as to protect, manage and restore agroecosystems, (ii) reducing agri-food post-harvest losses using different approaches such agricultural products assembly centres and contractual marketing, (iii) research studies undertaken to determine and assess the effectiveness of producer-private-public partnerships along the agri-food value chains, etc. and evaluate the opportunities for implementing such approaches in Burkina Faso for maize, rice, ruminants (cattle, sheep and goat) and fish farming;
- Based on review, a propose list of (a) priority intervention communes within each of the four target administrative regions (*Boucle du Mouhoun, Hauts Bassins, Sud-Ouest and Centre*) where the project should focus its nature positive food system development and engage with smallholder farmers at the production level, (b) groups of buyers and processors involved in maize, rice, ruminants and fish farming value chains, identification of sites and target communities;
- Review the current system for training/capacity building of framework adopted by Ministries in charge of agriculture-livestock-fishery and of environment-water-sanitation, and other law enforcement agencies to deal with food systems. This will include but not limited to the review of capacity building framework training curriculum related to agro-sylvo-pastoral extension services and identify opportunities for mainstreaming nature positive food systems into the existing training/capacity building programs.
- Identify potential project partners, including the executing agency, existing projects on the ground and to come, and synergies.
- Conduct stakeholder mapping analysis at national, regional, communal and site level, with involvement of relevant government agencies including provincial food-related departments, local governments, local communities, civil society organisations, private sector etc.
- Prepare stakeholder analysis (including at project site level) and develop stakeholder engagement plan for designing the project;
- Prepare preliminary risk analysis identification based of field studies, stakeholders' analysis, etc.
- Prepare gender analysis and gender action plan;
- Draft logical framework with expected disaggregated gender indicators, the theory of change and the baseline for the GEF Core indicators of the project (ref. IUCN Gender equality and women's empowerment policy); and
- Conduct inception and validation workshops for the project preparation phase.

2) **Project design**

- Stakeholder analysis at national, provincial, territorial and site level, including the selected agri-food value chains, insurance, and microfinance actors;
- Evaluate in detail the baseline scenario through research, literature review, experts and stakeholders' consultations, related activities, and initiatives, including co-financing options.
- Carry out a detailed gap analysis to justify the GEF incremental cost reasoning;
- Refine the theory of change and logical framework/IFA based on the above;
- Design a detailed log frame and accompanying narrative proposal on the project components;
- Design specific activities and outputs to contribute to project objectives and outcomes, including but not limited to, activities addressing food systems and associated drivers, strengthening governance and law-enforcement measures and mechanisms, producer-public-private partnerships, etc.
- Design and develop indicators mapped to GEF core indicators taking into account gender responsiveness, establish baselines for the indicators and develop Monitoring & valuation plan.
- Design a workable institutional arrangements and coordination mechanisms among participating governmental, non-governmental, research and private organisations, institutions, and communities at national, provincial, territorial and site levels.
- Develop the overall project budget and work plan, including a procurement plan;
- Undertake a detailed risk analysis and mitigation measures;
- Undertake a gender analysis and ensure the project responds to gender equity objectives;
- Carry out stakeholder consultations and a technical validation workshop and document the consultations in an appropriate format
- Prepare a stakeholder engagement plan for project implementation (see respective Guidance Note for details);

3) **Environment and Social Management System (ESMS)**

- Provide relevant information for the ESMS screening of the project in respect to the IUCN Environment and Social Management System (ESMS) (as documented in the ESMS Manual, Standards, Guidance Notes and Screening Questionnaire, available on the ESMS site, and the draft Guidance Note on Security and Human Rights Risks)
- Identify any Environment and Social risks (including risks to local people from suggested activities and implementation mechanisms and security risks for project staff and partners engaged in the project) and proposing adequate measure for avoiding or mitigating such risks, in consultation with relevant stakeholders and in particular with affected groups.
- Prepare an Environment and Social Management Framework (ESMF) or Environment and Social Management Plan (ESMP) or any other relevant safeguard tools (e.g., Indigenous/local People Plan), as appropriate and depending on the ESMS screening decision in close coordination with IUCN's ESMS team.

Project team and qualifications

The following expertise is expected to be available between the experts who will compose the team:

- Experience in developing GEF or other international funds' ProDocs and related project documents, along with a good grasp on GEF guidelines and standards to be met for these;
- Experience and expertise in project design and implementation, including monitoring and evaluation, including gender-responsive project design;
- Sustainable financing expertise with specific experience relevant to private financial sector;
- Local expertise with extensive knowledge on national food systems efforts, policies and strategies and the ability to position project activities in the local context effectively;
- Knowledge of private sector and producer-public-private partnership approaches to agri-food systems management in Burkina Faso;
- Knowledge of environmental issues and complexities as they relate to Burkina Faso;
- Expertise in gender analysis and integrating gender empowerment aspects of gender
- Knowledge of social and livelihood systems in Burkina Faso;
- Experience in agri-food value chain development ;
- Understanding of the food resources management policy environment
- Expertise in Environmental and Social Impact Assessment and development of safeguard tools ;
- Financial Management, including procurement related expertise
- Experience in structuring large agri-food systems projects including preferably, those financed by the GEF
- Experience in conducting community and stakeholder consultations
- Fluency in English, and French is a plus.

The team will have to demonstrate a track record of designing successful sustainable food systems projects that are linked to biodiversity conservation, land degradation and climate change issues, with special expertise in agri-food value chains development in Burkina Faso and other regions for at least 10 years, including working with donors such the GEF, the World Bank, and other relevant development finance, UN, and international agencies.

Deliverables

- Baseline study
- GEF CEO endorsement request as per GEF template
- IUCN project document (ProDoc) including all annexes as per IUCN template (upon request)
 - I. Budget
 - II. M&E plan
 - III. Work plan
 - IV. Procurement plan
 - V. ESMS Questionnaire as input to IUCN's ESMS Screening Report
 - VI. Environment and Social Impact Assessment (if relevant)
 - VII. Environment and Social Management Framework, plan or other safeguard tools (if relevant)
 - VIII. Gender Analysis and Action Plan

The deliverables will have to be the result of extensive stakeholder consultations, which will have to be detailed in the consultants' methodology and work plan. This will include an inception workshop, extensive stakeholder consultations on sites, and validation workshop(s), to be defined in the consultants' methodology and work plan.

Period of consultancy

The consultancy is expected to start on 15 April 2024 and follow the tentative schedule below:

Deliverables	Timeline
Detailed workplan for preparing the proposal package.	17 April 2024
Baseline studies, draft logical framework, and theory of change for consultations within IUCN	07 May 2024
Inception workshop, including first stakeholders' consultation and project site visits	10 May 2024
Draft proposal (including all annexes) and CEO endorsement request available for IUCN regional and global programmes involved	14 June 2024
Second stakeholders' consultation workshops and site visits (validation of technical proposal and ESMS work)	8 August 2024
Revised proposal available to Government, project partners and IUCN for Proposal Review Meeting	13 August 2024
In-country validation workshop	4 October 2024
IUCN response to GEF Secretariat review and technical clearance (w/ support from consultants)	November-December 2024

Schedule of Payments

The detail of the financial proposal is to be submitted in the tables in Section 4 with the amount being up to maximum of USD 250,000. The required details include the daily or weekly rate of each member of the project team, the estimate of the number of days/weeks of input required for the unit costs of flights and estimate of the number of flights, and an estimate of the number of days of in country with unit daily subsistence costs.

The total fee estimate will then be used as the basis for the schedule of payments, with expenses recoverable at cost with proof of purchase (bills) and usage (tickets) up to the estimated amounts as a maximum.

The following schedule of payments relates to the total fee estimate only:

Contract signature and approval of the updated workplan	20%
Approval by IUCN of baseline studies, draft logical framework, and theory of change	20%
Approval by IUCN of draft proposal (incl. annexes) and CEO endorsement after internal consultation	20%
Approval by IUCN of full project documentation before submission to GEF	20%
Completion of GEF and IUCN Validation and submittal to CEO	10%

After GEF CEO approval following addressing feedback from GEF Secretariat	10%
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The budget requested for the preparation of the project will have to be aligned with the PPG funds available (see project background in part 2 above).

Travel

The contract will require the Consultant to travel to the Country and the field as agreed with IUCN. Cost of travel will be provided in the bid and will have to comply with the IUCN policy on travel.

12.2. Attachment 2 Declaration of Undertaking

DÉCLARATION D'ENGAGEMENT en relation avec la DDP IUCN-2024-P04522-1.

Je, soussigné, confirme par la présente que je suis un représentant autorisé de l'organisation suivante :

Nom enregistré de l'organisation (l'« Organisation ») : _____

Adresse enregistrée (y compris le pays) : _____

Année d'enregistrement : _____

J'autorise par la présente l'IUCN à stocker et à utiliser les informations incluses dans la proposition ci-jointe dans le but d'évaluer les propositions et de sélectionner la proposition que l'IUCN juge la plus favorable. Je reconnais que l'IUCN est tenue de conserver la proposition dans son intégralité pendant 10 ans après la fin du contrat qui en résulte et de la mettre à la disposition des auditeurs internes et externes et des donateurs lorsqu'une demande raisonnable en est faite.

Lorsque la proposition comprend des données personnelles telles que définies par le Règlement général sur la protection des données (RGPD) de l'Union européenne, je confirme que l'Organisation a été autorisée par chaque personne concernée à partager ces données avec l'IUCN aux fins énoncées ci-dessus.

Je confirme également que les déclarations suivantes sont correctes :

1. L'Organisation est dûment enregistrée conformément à toutes les lois applicables.
2. L'Organisation respecte pleinement toutes ses obligations en matière de fiscalité et de sécurité sociale.
3. L'Organisation, son personnel et ses représentants sont libres de tout conflit d'intérêt réel ou perçu concernant l'IUCN et sa mission.
4. L'Organisation accepte de déclarer à l'IUCN tout conflit d'intérêts émergent, réel ou perçu, qu'elle ou l'un de ses employés et représentants pourrait avoir concernant l'IUCN. L'Organisation reconnaît que l'IUCN peut mettre fin à tout contrat avec l'Organisation qui, à la seule discrétion de l'IUCN, serait affecté négativement par de tels conflits d'intérêts.
5. Aucun membre du personnel de l'Organisation n'a jamais été condamné pour une faute professionnelle grave ou toute autre infraction concernant sa conduite professionnelle.
6. Ni l'Organisation ni aucun de ses employés ou représentants n'ont jamais été condamnés pour fraude, corruption, blanchiment d'argent, soutien au terrorisme ou participation à une organisation criminelle.
7. L'organisation reconnaît que son engagement ou celui de l'un de ses employés dans la fraude, la corruption, le blanchiment d'argent, le soutien au terrorisme ou l'implication dans une organisation criminelle donnera à l'IUCN le droit de résilier tous les contrats avec l'organisation avec effet immédiat.
8. L'Organisation est en situation de continuité d'exploitation et n'est pas en état de faillite ou de liquidation, n'est pas placée sous administration judiciaire, n'a pas suspendu ses activités, ne fait pas l'objet d'une procédure concernant ces questions, ou dans toute situation analogue résultant d'une procédure de même nature existant dans la législation ou la réglementation nationale.
9. L'Organisation se conforme à toutes les exigences réglementaires environnementales applicables ou à d'autres exigences légales relatives à la durabilité et à la protection de l'environnement.
10. L'Organisation ne figure pas sur la liste des sanctions du Conseil de sécurité des Nations Unies, sur la carte des sanctions de l'UE, sur la liste des sanctions du Bureau de Contrôle des Actifs Etrangers des États-Unis ou sur la liste des entreprises et des personnes non admissibles de la Banque mondiale. L'Organisation convient qu'elle ne fournira pas de soutien direct ou indirect aux entreprises et aux individus figurant sur ces listes.
11. L'Organisation n'a pas été, n'est pas et ne sera pas impliquée dans des violations des droits des peuples autochtones, ni dans des injustices ou des abus des droits de l'homme concernant d'autres groupes ou individus, y compris les expulsions forcées, la violation des droits fondamentaux des travailleurs tels

que définis par la Déclaration de l'Organisation internationale du travail (OIT) relative aux principes et droits fondamentaux au travail, le travail des enfants, l'exploitation sexuelle, les abus sexuels ou le harcèlement sexuel.

<Date et signature du représentant autorisé du Proposant>.

< **Nom et fonction du représentant autorisé du Proposant** >

12.3. Attachment 3 Contract Template



CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”),

and

[full legal name of other party], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter “**Consultant**”)

IUCN and the Consultant shall be referred to herein individually as a “Party” and together as the “Parties”.

PREAMBLE

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

Whereas IUCN has received a donation from [name of the Donor] (hereafter the “Donor”) to implement the Project [insert the name] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

Whereas the Consultant has represented to IUCN that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

1.2 The Consultant will assign [name of the person(s) and title(s)] (the “Key Personnel”), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor.

The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

1.4 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

2. TERM

This Agreement comes into effect on **upon its signature by both Parties** (the "Effective Date") and will expire on **31 December 2024** (the "Expiration Date").

3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

4.1. The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

4.2. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of **[currency/amount in numbers (amount spelled out in letters)]** ("the Remuneration") based on **[number of days]** days of work at a daily rate of **[daily rate]** as follows:

5.1.1 A first instalment of **[currency/amount in numbers (amount spelled out in letters)]** corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of **[currency/amount in numbers (amount spelled out in letters)]** corresponding to 30% of the Remuneration **[please indicate what task(s)/deliverable(s) will trigger payment]** and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN's written acceptance of all Services or after the Agreement end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.4 IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the IUCN Contact Person in order for reimbursement to be made.

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide a certificate of insurance evidencing such coverage.

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by

the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to it by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

10.2 Pre-existing Intellectual Property (Pre-existing Rights") of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for

the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

10.5 Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

11.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

12. COMMUNICATION AND NOTICES

12.1 All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

IUCN Contact Person	Consultant Contact Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [address] [phone] [email]

12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

14.1 IUCN recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. PROCESSING OF PERSONAL DATA

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

16.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

16.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

16.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

16.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.

17.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

18. GENERAL PROVISIONS

18.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

18.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.

18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

18.6 All provisions that logically ought to survive termination of this Agreement shall survive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

**IUCN, International Union for
Conservation of Nature and
Natural Resources**

[full name of OTHER PARTY]

Date: _____

Date: _____

**[Name of representative]
[Position of representative]**

**[Name of representative]
[Position of representative]**

ANNEXES

[please list all annexes named in the Agreement]