Request for Proposals (RfP)
Conducting Organisational/Institutional Development (OD/ID) Assessment of Mt. Elgon Stakeholders' Forum (MESF)

Purpose: Conducting Organisational/Institutional Development (OD/ID) Self-Assessment of Mt. Elgon Stakeholders' Forum (MESF) through a participatory process involving MESF membership, Secretariat, Steering Committee and other stakeholders and documenting the MESF desired future vision, organisational/institutional development trajectory and OD/ID Action Plan.

Requested by: Uganda Country Office (UCO), Land Systems Programme, under the GEF 7 funded project; *"Promoting Integrated Landscape Management Approach for Conservation of the Mount Elgon Ecosystem in Eastern Uganda"*.

Project Contract ID Nunber: P03404

RfP Reference Number: IUCN-24-06-P03404-2

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 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:

Email address: **tenders.ug@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
12th June 2024	Publication of the Request for Proposals
14th June 2024	Deadline for confirmation of intention to bid
18th 2024	Deadline for submission of questions
20th June 2024	Planned publication of responses to questions
1st July 2024	***Deadline for submission of proposals to IUCN ("Submission Deadline")***
2nd July 2024	Clarification of proposals
5th July 2024	Planned date for contract award.
8th July 2024	Expected contract start date.
7th September 2024	Expected contract end 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). The subject heading of the email shall be [RfP Reference No. ***IUCN-24-06-P03404-1***– 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.

4.3. *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?

4.4. *Technical Proposal*

The Technical Proposal must address each of the criteria stated in the table below explicitly and separately, quoting the relevant criteria reference number (in the two middle-columns).

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 as follows:

SN	**Description**	**Information to provide**	**Relative weight**
1	**Technical capability**	1.1 State your understanding of the assignment objectives and tasks.	10
		1.2. Define the scope of work clearly and in sufficient detail.	10
		1.3. Articulate how you will achieve each objective and task in sufficient detail, while directing proper level of effort towards each objective and task.	15

		1.4. State your understanding of the expected outputs and provide technical solutions and expected outcomes.	15
		1.5. Define the equipment, techniques, tools, approaches, and methods to be used in executing the assignment.	10
		1.6. Provide assignment time schedule in conformity with assignment scheduling and duration.	8
2	**Past performance alignment and coherence with current assignment objectives and tasks**	2.1. Provide your past performance/ relevant experience that match with the current assignment.	10
		2.2. Indicate key personnel and their qualifications, expertise and past work experience that match with the current assignment.	12
		2.3. Attach detailed CVs of individuals whose qualifications, expertise, and past work experience match with the current assignment, and who will carry out the work specified.	10
TOTAL			**100%**

4.5. *Financial Proposal*

4.5.1. The Financial Proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.2. *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 Proposal.

4.5.3. *Applicable Goods and Services Taxes*

Proposal rates and prices shall be exclusive of Value Added Tax to ensure that we are comparing like for like. This applies regardless of whether the IUCN office in question is exempt from VAT.

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in **Uganda Shillings**.

4.5.5. *Breakdown of rates and prices*

Include here all the required price information breakdown, for example daily rates or unit prices for goods. The price needs to be broken down as follows:

SN	Description	Quantity	Unit Price	Total Price
1	Professional fees			
2	Per diems/Safari Day Allowance (SDA)			
3	Reimbursables (specify below) a) b) c) d)			
4	Travel expenses			
	TOTAL			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered in the evaluation.

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

4.8. *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.

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 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of 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. 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 then 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

ATTACHMENT 1

SPECIFICATION OF REQUIREMENTS / TERMS OF REFERENCE

Summary Organization	International Union for Conservation of Nature (IUCN), http://www.iucn.org
Project	GEF 7 funded project; "*Promoting Integrated Landscape Management Approach for Conservation of the Mount Elgon Ecosystem in Eastern Uganda*". *Project Contract ID Number*: P03404
Type of Service	Short Term Consultancy
Thematic Area	Land Systems
Location	Mount Elgon Ecosystem
Duration	30-man billable days
Collaboration and Coordination	United Nations Environment Programme (UNEP), National Environment Management Authority (NEMA), and the District Local Governments of Mbale, Sironko, Bulambuli, Namisindwa, Bududa, Manafwa, Bukwo, Kapchorwa and Kween.
Technical Reporting	Senior Programme Officer, IUCN Uganda Country Office
Managerial Reporting	Country Representative, IUCN Uganda Country Office
Deadline for Submission	28th June 2024
Expected Starting Date	8th July 2024
Expected End of Contract	7th September 2024
Vacancy contacts	uco@iucn.org

1 Introduction

1.1 The Mt. Elgon Ecosystem

The Mt. Elgon ecosystem is a trans-boundary ecosystem that straddles Eastern Uganda and Western Kenya and is a key resource in both Kenya and Uganda, providing ecosystem goods and services to over 4 million human lives and their livestock. The Mt. Elgon ecosystem serves as a catchment area for the drainage systems of Lakes Victoria, Turkana and Kyoga maintaining water quality, quantity and influencing the economies and livelihoods of communities in western Kenya, eastern Uganda, and the wider Nile Basin ecosystems. The forest mountain ecosystem is the source of critical goods and services that support livelihoods and economic development including provisioning (e.g. food, fiber, fuel, timber, water, and medicine), regulating (e.g. erosion regulation, flood regulation, landslide regulation), supporting (pollination, soil fertility) and cultural (e.g. recreation, cultural heritage). The higher slopes of Mt. Elgon landscape are protected as National Parks both in Kenya and Uganda. Mt. Elgon ecosystem was declared a UNESCO Man and Biosphere (MAB) Reserve in Kenya and Uganda in 2003 and 2005 respectively and is destined to be made trans-boundary MAB conservation area. It also has the status of an Important Bird Area (IBA).

Despite its global, national, and local ecological and socio-economic significance, many areas of the Mt. Elgon landscape are affected by land degradation, deforestation, and forest degradation. Some wetlands and forests have been converted into farms and some riverbanks cultivated. The forest ecosystem is particularly threatened by overharvesting of forest products and encroachment by settlements and for agriculture. Livestock grazing and poaching have equally and substantially reduced the biodiversity and, population sizes of animals are hunted down for meat and other products for traditional use. The main root cause of all this is high population pressure and poverty levels in the wider Mt. Elgon landscape.

1.2 The Mt. Elgon Stakeholders Forum (MESF)

The Mt Elgon Stakeholder's Forum (MESF) was initiated in 2012, and formerly launched in 2013, with support from a joint programme of International Union for Conservation of Nature (IUCN), United Nations Environment

Programme (UNEP), and United Nations Development Programme (UNDP) and directly coordinated by the Ministry of Water and Environment (MWE) in Uganda.

The main goal of the Forum is to chart ways and means of restoring and, improving the quality and productivity of the landscape in Mt Elgon, to increase its ecological, socio-economic and cultural values and improve the flow of ecosystem goods and services from the ecosystem for local community livelihood improvement, national development and global benefits such as mitigation of climate change impacts, through shared goals and objectives.

The forum brings together both state and non-state actors, as well as the community and individuals that have a stake in the Mt. Elgon Ecosystem/Landscape, proving a platform to discuss and get a common understanding of the issues in the ecosystem/landscape, the various interventions being undertaken by various actors, and developing strategies for harnessing the opportunities available. The good lessons and practices are also discussed and used to design new interventions.

The overall objective of the forum is to promote a landscape approach of addressing critical issues in Mt Elgon where various stakeholders get a common understanding and agree on the various inter-linkages within the landscape to guide strategic interventions that enhance positive change in livelihoods and the ecosystem integrity.

More specifically, the MESF was formed to address the above challenges in recognition of the fact that, several partners have been working in the Mt. Elgon ecosystem/landscape on conservation issues for over twenty years but, the interventions are scattered and uncoordinated, hence affecting the impact of the interventions. The ecosystem also has several thematic working groups which spearhead discussions and learning lessons on key themes within the landscape. However, the thematic working groups are limited to specific stakeholders and issues. The platform was therefore established to close this gap by providing a platform for coordinating all the efforts within the landscape, bringing together all the relevant actors to jointly discuss and generate ideas, solutions, and innovations. The MESF strategic intent, therefore, is to engage more stakeholders and cover wider issues that reflect the interlinkages within the ecosystem.

The forum has a Steering Committee which provides the strategic direction of the platform as well strategic thinking and guidance to the general membership. The steering committee is designed to meet at least twice a year, while the General Assembly is meant to meet at least once a year. However, these meetings have been very irregular and largely depend on availability of funds from well-wishers.

1.3 The Strategic Intent

The long term strategic intents of MESF are to:

a) Enhance multi-stakeholder engagements for change across sectors, themes and administrative boundaries through the creation of 'coalitions of change' actors. The coalition of change actors will be addressing systemic issues at national and sub-national levels and demanding improvement of quality and quantity of service delivery at sub-national level.

b) Bridge the micro–macro gap between national-level policy making and sub-national or local-level actions and practices, by working with national and sub-national level entities to make national development policies relevant to local realities.

c) Have a forum/network that is formally registered, recognised, and respected by both Sub-national and National actors as well as Regional (EAC) actors and is well grounded with knowledge and data on the developments, challenges and opportunities in the Mt. Elgon Landscape.

d) Pull funding to the sub-national level to facilitate improvement of benefits, service delivery and development at sub-national and local levels from the ongoing national government decentralisation processes and funding systems and on the official development aid chain.

1.4 History to the MESF review process

Since its inception, the forum has been organising annual meetings for the various members to reflect and re-strategize. During its fourth forum event which was held in November 2017, the advisory committee of the forum floated a proposal for endorsement by the general assembly, to formerly register the MESF platform from being a loose network to a formerly registered NGO for easier mobilisation of financial resources to support its operations. However, during the discussions, majority of the MESF members felt that registration as an NGO would make the MESF lose its identity as a loose network and core mandate of coordination. In addition, a concern was raised that registering the platform as an NGO would exclude other key stakeholders such as Government Ministries, Departments, Agencies; and the international NGOs from its membership, as well as compete for funding with members. The meeting requested the steering committee to re-think this decision and explore other avenues for institutionalising the forum without losing its core coordination and representation mandate.

Follow up discussions were held with key stakeholders including IUCN to support this process. As part of the IUCN project, "*Stabilising Land use*" jointly implemented with Uganda Wildlife Authority in Mt Elgon, IUCN was requested to support the re-thinking process with the MESF Steering Committee. It was expected that, this process could revamp and build the capacity of the MESF to take up its role in the Mt. Elgon Landscape. However, this process did not materialise due to limited resources.

Durning the development of the GEF 7 funded project; "*Promoting Integrated Landscape Management Approach for Conservation of the Mount Elgon Ecosystem in Eastern Uganda*", this idea was re-visited and the process inbuilt into the project in line with the project's objective of strengthening Governance Working Groups within the Mt. Elgon landscape, including Catchment Management Organisations (CMOs) to support enhanced landscape level natural resources governance and reconcile conservation and development priorities based on regional, national experiences and lessons learnt.

2 Purpose, objective, and tasks

The purpose of this review is, therefore, to facilitate a process of identifying and developing acceptable recommendations for institutionalising the forum within the scope of its core mandate to perform its functions better, as well as mobilise resources.

The specific objective of this assignment is to support the MESF advisory committee to identify acceptable options for attaining the necessary legal identity for the MESF, which would enable it source for funding, without compromising its core mandate of coordination.

The specific objectives of the assignment include but are not limited to:

1) Carrying out an analysis of the enabling environment within which MESF can develop in the national and international context. This analysis will be concerned with policy analysis at the highest levels in government and looking at the socio-economic conditions that can enable or constrain MESF development as well as the legal framework that provides stakeholders with security of legal status and tenure of power brokerage. It will also include an analysis of the institutions and organizations involved in the MESF such as Government Ministries, Agencies and Departments, CSOs, PSOs, DLGs, and others that share common objectives and how these institutions'/organisations' coming together resonates with national and international aspirations and context.

2) Assessing the MESF vision, mission and strategy, culture, structure and competencies, processes (both internal and external), human resources, financial resources, information resources and infrastructure. It is also important to assess MESF interactions with other networks and stakeholders within the wider enabling environment with a view of strengthening partnerships and networks with other like-minded networks for synergy and complementarity.

3) Carrying out an assessment of the MESF Secretariat and Steering Committee composition (to define their present capacity within the national and international context) and establish governance baseline.

4) Developing in a participatory manner the future desired state and vision of MESF, and identifying the capacity gaps and designing strategies and actions to fill these gaps and achieve the desired goals. In this regard, the areas of focus are: Strategic vision and strategic planning, Leadership, Organizational management and growth,

Resource mobilization, Constituency building/outreach, Programmatic Capacity and Communications Strategy.

The specific tasks of the assignment are to:

1) Develop methodology and carry out participatory self-assessment of MESF covering the following issues but not limited to:
   a. Enabling environment.
   b. Vision and Mission.
   c. Strategy.
   d. Governance.
   e. Organizational culture and climate.
   f. Project and Service Management.
   g. Resource Development.
   h. Human Resources Management.
   i. External Relations and Partnerships.
   j. Finance and Administration.
   k. Constraints and Implications for Sustainable Institutional and Organisational Development.

2) Organize and facilitate the conduct of participatory self-assessment of MESF with active engagement and participation of the Secretariat, Steering Committee and Members.

3) Analyse and document the findings, results and lessons learnt from the assessment and consolidate with MESF Steering Committee and key stakeholders.

4) Based on the findings and results from the assessment facilitate participatory formulation of Action Plan for institutional development based on the core strength of MESF.

5) Organize and facilitate necessary support and technical assistance to MESF Steering Committee and Secretariat to start implementing Action Plans.

6) Develop baseline database and indictors on institutional and governance capacity of MESF with key indicators for progress monitoring.

3 Role of the Process Facilitator and process

The role of an External Process Facilitator is to conduct an Organizational/Institutional Development (OD/ID) Self-Assessment of MESF through a wide and participatory process of discussions with its membership, Secretariat and Steering Committee and other stakeholders on its current development stage and charting and documenting its future development direction and trajectory.

The Process Facilitator acts as a resource person throughout the process, providing contextual information on specific good governance indicators and using best corporate OD/ID principles, practi: (and tools in facilitating the exercise, documenting the assessment process, and assisting MESF to identify the best approaches and actions for meeting its improvement targets in form of: (1) Capacity/Development Needs (2) Capacity Building Plan; (3) Fund Raising Strategy; and (4) Communications Strategy.

The process facilitation process should include but not limited to the following:

a) Facilitation of a meeting with the MESF advisory committee to gain insight into the MESF long-term goal, objectives and activities.
b) Conducting key informant interviews with key government Ministries, Department and Agencies such as: Ministry of Water and Environment, Kyoga Water Management Zone, Uganda Wildlife Authority (UWA) and National Forestry Authority (NFA); key Local Government technical staff and political leaders within the landscape; NGOs operating in the Mt. Elgon Landscape; and Academia, Private Sector etc., (especially those who have been regularly participating in the MESF) so as to get their perspectives and insights into the MESF long term goal, objectives and activities.
c) Reviewing the relevance and effectiveness of the MESF in lieu of the key stakeholders' perspectives and insights and the MESF long term goal, objectives, activities, achievements, challenges, and lessons learnt.

d) Mapping and assessing the relevant existing loose coalitions/networks or related active platforms (such as ENR-CSO network, Forest Governance Learning Group, Uganda Forest working group, etc) and identify good practices to inform the rationalization and institutionalization of the MESF.
e) Assessing the legal provisions for networks and coalitions to inform the MESF transition.
f) Synthesize and review the MESF operational framework whilst highlighting respective merits and demerits and generate key strategies for regularization of MESF and propose concrete recommendations for the MESF next phase.
g) Exploring various ways of registering the MESF and preparing a constitution and other relevant institutional documentation for the MESF.

4 Deliverables

1) Inception Report detailing the approach and schedule of work.
2) Capacity Needs Assessment Report and Capacity Building Plan.
3) Reviewed MESF Structure and Constitution.
4) Resource Mobilization Strategy.
5) Communications Strategy.

5 Duration: 30-man billable days spread over a period of 2 months.

6 Qualifications and experience

Basic requirements: Minimum qualification of Degree in Laws, Community or Social Development. Post graduate course in public relations, or related study courses with a field experience of not less than ten years is an added advantage.

Experience and skills:

1) Proven working experience in of CSOs, PSOs and/or Government Ministries, Departments and Agencies is highly desirable.
2) Knowledge and skills on governance-related issues affecting private, voluntary, and public sector organizations is essential.
3) In-depth conceptual and practical knowledge of governance and development issues.
4) Strong experience in institutional development and management as well as in the design and development of organizational/Institutional Development (OD/ID) strengthening packages.
5) Practical experience in legal matters relating to organizational/Institutional Development (OD/ID) processes and OD/ID strengthening, reform processes and and governance is mandatory.

ATTACHMENT *2*

DECLARATION OF UNDERTAKING IN RELATION TO RfP IUCN-24-02-P03807-1

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): _____

Registered Address (incl. country): _____

Year of Registration:_____

I hereby authorize IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested. Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organization has been authorized by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organization is duly registered in accordance with all applicable laws.

2. The Organization is fully compliant with all its tax and social security obligations.

3. The Organization and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.

4. The Organization agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organization acknowledges that IUCN may terminate any contracts with the Organization that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.

5. None of the Organization's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.

6. Neither the Organization nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organization.

7. The Organization acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organization will entitle IUCN to terminate any and all contracts with the Organization with immediate effect.

8. The Organization is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organization complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.

10. The Organization is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organization agrees that it will not provide direct or indirect support to firms and individuals included in these lists.

11. The Organization has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

_____

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

ATTACHMENT 3

CONSULTANCY AGREEMENT (THE "AGREEMENT")

CONTRACT REFERENCE NUMBER	**xxxx**
PROJECT NUMBER	**P03807**
AWARD NUMBER	**xxxx**

CONSULTANCY AGREEMENT
(the **"Agreement"**)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Uganda through its Uganda Country Office (UCO) with its offices at Plot 39, Babiiha Avenue, P.O. Box 10950, Kampala, (hereafter "IUCN")."

and

[name of other party], domiciled 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 the Global Environment Facility (GEF) (hereafter the "Donor") through United National Environment Programme (hereafter the "GEF Agency") and the National Environment Management Authority (NEMA) of the Republic of Uganda (hereafter the "Project Executing Entity") to implement the Project "*Promoting Integrated Landscape Management Approach for Conservation of the Mount Elgon Ecosystem in Eastern Uganda*" and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in Conducting Organizational/Institutional Development (OD/ID) Self-Assessment of Mt. Elgon Stakeholders' Forum (MESF) through a participatory process involving MESF membership, Secretariat, Steering Committee and other stakeholders and documenting the MESF desired future vision, Organizational/Institutional Development Plan and OD/ID Action Plan;

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 conduct organizational/institutional development (OD/ID) self-assessment of Mt. Elgon Stakeholders' Forum (MESF) through a participatory process involving MESF membership, Secretariat, Steering Committee and other stakeholders and document the MESF desired future vision, Organizational/Institutional Development Plan and OD/ID Action Plan, and 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 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 with reasonable prior written notice.

1.3 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Consultant may under his/her 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 8th July 2024 [or] [upon its signature by both Parties] (the "Effective Date") and will expire on 7th September 2024 (the "Expiration Date").

3. INDEPENDENT STATUS

3.1 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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 The Consultant shall not hold himself/herself out or permit himself/herself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

4. OBLIGATIONS

4.1 The Consultant shall carry out his/her duties in an expert and diligent manner and to the best of his ability; he/she 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, accident or a case of Force Majeure as described under clause 16.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such 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 xxxxx (in figures) Uganda Shillings (amount spelled out in letters)] ("the Remuneration") based on 30 days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of xxxxxx (in figures) Uganda Shillings (amount spelled out in letters)] corresponding to 30% of the Remuneration upon delivery and IUCN written acceptance of Inception Report detailing the approach and schedule of work and presentation of the corresponding invoice;

5.1.2 A second instalment of xxxxxx (in figures) Uganda Shillings (amount spelled out in letters)] corresponding to 30% of the Remuneration upon delivery and IUCN written acceptance of: (1) Capacity Needs Assessment Report and Capacity Building Plan, (2) Reviewed MESF Structure and Constitution and presentation of the corresponding invoice; and

5.1.2 A third and last instalment of xxxxxx (in figures) Uganda Shillings (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and submission of; (1) Resource Mobilization Strategy and (2) Communications Strategy and IUCN written acceptance of and all other Services as specified in Annex I. The final invoice must be submitted no later than 7 days after IUCN's written acceptance of all Services or after the contract 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 xxxx Uganda Shillings (amount in numbers] [(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 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 undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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 him/her by IUCN, which becomes known to him/her during the period of this Agreement or which he/she 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 he/she becomes aware of any disclosure in breach of the obligations of this clause 8. The Consultant 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 his/her possession or under his/her 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, 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 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

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

IUCN Contact Person	**Consultant Contact Details**
Moses Egaru Country Representative Uganda Country Office (UCO) Plot 39, Babiiha Avenue, P.O. Box 10950, Kampala Tel:+256-414-233738/344508, James.Omoding@iucn.org	[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]

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 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. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

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 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");

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.

16.2Termination 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.

16.3Termination 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 article 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.

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) originals.

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources	**Consultant**
Moses Egaru	_____**[Name of representative]**
COUNTRY REPRESENTATIVE	_____**[Position of representative]**
Date: _____	Date: _____