



Request for Proposals (RfP)

Indonesia GBV-ENV Assessment 2024 -2025

Human Rights in Conservation Team
RfP Reference: IUCN-24-08-P01826-1

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: Jackie Siles, Senior Gender Programme Manager, jackie.siles@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
Aug 16	Publication of the Request for Proposals
Aug 20	Deadline for submission of questions
Aug 23	Planned publication of responses to questions
Sep 12	Deadline for submission of proposals to IUCN (" Submission Deadline ")
Sep 18	Clarification and review of proposals
Sept 23	Virtual Interviews
Sep 27	Planned date for contract award
Sep 30	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). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder 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	Professionals in social with expertise on Gender Based Violence and it is valuable to having experience on environmental sectors. Knowledge of the Indonesia context and minimum of 10 years combined practical experience with, GBV, gender equality and women's empowerment initiatives and projects, ideally with national stakeholders across environmental, climate change and/or natural resource management.
2	2 relevant references of similar related work to this consultancy
3	Confirm that you have all the necessary legal registrations to perform the work

4.4. 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	Knowledge of Gender Based Violence, gender equality and women's rights in	Quality of the consultant CV	30

	Indonesia. As well as the experience working with the link on GBV and environment		
2	Methodological proposal, capacity building experience and experience working with donors such USAID and governmental institutions at national and sub-national level	Demonstrate experience and technical proposal	50
3	Resources and timeline for deliveries	Workplan	10
4	Quality of references	References of products, person or institutions	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 offer.

4.5.3. Applicable Goods and Services Taxes

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

4.5.4. Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in US DOLLARS.

4.5.5. Breakdown of rates and prices

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

	Description	Quantity	Unit Price	Total Price
1	Cost of Gender-based violence analysis of selected sectors			
2	Cost of Data collection and analysis methodology and survey questionnaire			
3	Cost of Socialisation tools and methodology for socialisation sessions.			
4	Cost of Documentation and analysis of interviews of KIIs and Focus Group Discussions			
5	Cost of Final Assessment report			
6	Cost of Practical tools (e.g. checklist, key resources and data) that capture results and			

	recommendations distilled from the assessment. Apr 30 2025			
7	Cost of methodology and materials to support one learning session			
	TOTAL			

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

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

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)*

Attachment 3 *Contract Template*

Attachment 1

Terms of Reference

Advancing Gender in the Environment (AGENT)

Indonesia GBV-ENV Assessment

2024-2025

Institutional framework

The International Union for Conservation of Nature (IUCN) is a membership Union composed of government and civil society organizations. It provides public, private and non-governmental organizations with the knowledge and tools that enable human progress, economic development and nature conservation. Created in 1948, IUCN is today the world's largest and most diverse network,

drawing on the knowledge, resources and reach of more than 1,500-member organizations and some 18,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to play the role of incubator and trusted repository of international best practices, tools and standards.

IUCN provides a neutral space in which diverse actors, including governments, NGOs, scientists, businesses, local communities, indigenous peoples' organizations 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 broad and diverse portfolio of conservation projects around the world. 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.

With a comprehensive rights-based framework underpinning its conservation and sustainable development efforts, IUCN recognizes that protecting and promoting women's rights and advancing gender equality, including through women's empowerment, are not only globally agreed imperatives in their own right, but are fundamental to fulfilling its mission. The Human Rights in Conservation Team leads efforts to advance and support gender-sensitive action across the Union, with members, and through a wide range of projects and partnerships, including a 15-year program with USAID called Advancing Gender in the Environment (AGENT). Recognizing women as agents of change, and the value of the diverse knowledge, experiences and capabilities of women and men alike, AGENT envisions a world that addresses environmental work at all levels with gender-responsive policies and actions. AGENT drives transformation toward a more sustainable and equitable future for all people

AGENT's gender-based violence and environment work

One key area of work under AGENT is understanding and addressing Gender-Based Violence and Environment linkages (GBV-ENV) through its GBV-ENV Linkages Center. The foundation of AGENT work on GBV-ENV started in 2019, when IUCN was commissioned by USAID to do a study on the linkages between GBV and the environment. As a result, IUCN's landmark study on [*Gender-based violence and environment linkages: the violence of inequality*](#) was published in 2020 and IUCN created the GBV-ENV Linkages Center. Since then IUCN has been providing information, tools and technical assistance on how to address and respond to GBV in the environmental sector, and since 2022, IUCN, through AGENT and the GBV-ENV Center, manages the RISE Grants Challenge, a first-of-its-kind grant that supports projects focused on addressing GBV-ENV linkages – financially supported by USAID and Norad. RISE grantees and other key partners and stakeholders, including IUCN's membership, participate in a community of mutual learning and enhanced capacity. The GBV-ENV Center leverages learning to influence broader policy, programming and institutional strategies and goals: for example, GBV-ENV research and learning infuses rights-based, gender-responsive, socially inclusive positions, guidance and advancements in key environmental decision-making processes (i.e., UNFCCC and CBD), while the Center also collaborates with varied members and partners to improve institutional tools and capacities in environmental organizations and networks to mitigate, prevent and respond to GBV. In the period ahead, significant focus will also be on building leadership and investment from donors and other partners to address this topic.

Context of the process

AGENT works to increase the effectiveness of USAID environment programming through robust gender integration and by improving gender equality and women's empowerment outcomes in environmental sectors, including across USAID's environment-related centers and hubs. By working

with AGENT, USAID's Gender Equality and Women's Empowerment Hub (GenDev) is able to broaden the reach of its technical support, build evidence on the business case for gender integration throughout environmental sectors, fill critical information gaps, and develop targeted resources and tools that can be directly applied in Agency programs, training, and communications as well as within the broader international environment community.

In response to a request from the Indonesia Mission to GenDev on building information and an evidence-base on gender-based violence and environmental linkages to support the Mission's environment portfolio, AGENT will bring technical support to the country mission to generate evidence about GBV-ENV linkages for the following sectors: marine, forestry, agriculture, and clean energy sectors – with climate change adaptation integrated across these sectors; which, for future programming, can strengthen prevention and response to GBV in USAID Indonesia Mission environmental portfolio initiatives.

USAID Mission and environment portfolio in Indonesia

USAID has partnered with Indonesia to develop Indonesia's infrastructure, health systems, and economy. With an annual program budget of about \$100 million, USAID carries out programs in democratic governance, anti-corruption, climate and the environment, economic growth, education, and health. Through results-driven investment, USAID works with the Government of Indonesia, local leaders, the private sector, civil society, and other development partners to strengthen a just and accountable democracy, expand basic services, and enhance mutual security and prosperity.

USAID assists Indonesia with sustainable natural resource management and works with businesses, farmers, and fishers to adopt sustainable practices, ensuring availability of resources for generations to come. USAID also supports Indonesia's commitment to accelerate transition from coal power to renewable energy under the Just Energy Transition Partnership (JETP). USAID is working with the Government of Indonesia to assist quickly-growing secondary cities, which are vulnerable to climate-related disasters, to provide reliable services such as water, sanitation, and solid waste management. To support communities impacted by the climate-related water shortages, USAID is supporting the development and roll-out of management information systems for water safety planning at the subnational level and contributed to the construction of infiltration ponds—which collect rainwater, so that it can seep into the aquifer—in 14 of cities and districts to restore groundwater resources. USAID is also currently testing solutions to build a coordinated solid waste system with subnational level governments in Indonesia.

Scope and methodology of the consultancy

Overall objective

To inform gender-responsive environmental priority-setting, programming and procurement design that takes into account gender-based violence prevention, response, and mitigation efforts based on an evidence-base and existing promising practices from Indonesia

Specific objectives

1. To contribute on building information and evidence base to support the Indonesia Mission's understanding of gender-based violence linkages with its environment portfolio.
2. To support the Indonesia Mission and its key stakeholders in understanding how gender-based violence impacts environmental activities (and vice-versa) towards informing priorities and programming.

The consultancy should cover the following tasks:	Specific deliverables and dates assigned to the local consultant
Based on initial information gathered by the IUCN team, support additional desk-research and reviews, including sources in Indonesian, for the initial assessment, which will provide an overview of GBV-ENV linkages across priority sectors, promising opportunities for GBV-ENV engagement in existing activities, if appropriate, and emerging considerations, including from the region or around the globe as directly relevant to Mission activities.	Gender-based violence analysis of selected sectors that includes additional desk-research and reviews including sources in Indonesian - Oct 15th
Based on the initial assessment, build a methodology and develop survey questions for up to 5 project managers and/or project sites to learn more about potentially relevant GBV-ENV issues/risks	Data collection and analysis methodology and survey questionnaire. Oct 15th 2024
Support in the development of socialization tools and sessions about the project and initial findings for environmental officers	Socialisation tools and methodology for socialisation sessions. Oct 30 2024
Support rollout of questionnaire and conduct Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs) with project participants	Documentation and analysis of interviews of KIIs and Focus Group Discussions Dec 31 2024
Produce assessment report draft for review and inputs and integrate feedback into a final version	Final Assessment report Mar 25 2025
Develop practical tools (e.g. checklist, key resources and data) for the Indonesia Mission staff and project managers that capture results and recommendations distilled from the assessment, to be included as annexes to the final report.	Practical tools (e.g. checklist, key resources and data) that capture results and recommendations distilled from the assessment. Apr 30 2025
Support the development and facilitation of an in-person learning session for USAID and key stakeholders to validate the assessment findings and recommendation tools and explore any additional recommendations	Methodology and materials to support one learning session on assessment findings and breakout groups to validate recommendation tools and explore any additional recommendations for: 1. USAID Indonesia Mission staff combined with U.S Embassy Inter-Agency 2. Project management staff, gender specialists, and/or other relevant project points of contact 3. Relevant ministries identified by the project May 30 2025

Duration of consultancy:

The duration of the consultancy 9 months

Qualifying requirements

IUCN is looking for a consultancy team with the following background, skills and competencies:

- The team should include professionals in social and environmental sciences. Knowledge of the Indonesia context and minimum of 10 years combined practical experience with gender equality, GBV and women's empowerment initiatives and projects, ideally with national stakeholders;
- A minimum of 5 combined years of practical experience with environmental, climate change and/or natural resource management initiatives and projects;

- A minimum of 5 combined years of practical experience working on GBV, including GBV prevention, mitigation, and response – experience working on GBV within environmental and/or climate contexts is an asset;
- Experience on developing research methodologies, collection tools and analysis of social and environmental data and writing reports and analysis documents;
- Experience working with stakeholders from governmental and non-governmental institutions at national and sub-national levels;
- Proven experience in capacity building processes, including capacity to develop training processes, tools for technical staff of organizations at national and regional level; and
- Previous experience working with international organizations or USAID Mission.

Suggested payment schedule

Deliverable	Percentage of payment	Completion/delivery dates (2024 - 2025)
Gender-based violence analysis of selected sectors that includes additional desk-research and reviews including sources in Indonesian	10%	October 2024
Data collection and analysis methodology and survey questionnaire, Socialisation tools and methodology for socialisation sessions Documentation and analysis of interviews of KIIs and Focus Group Discussions	22.5%	October - December 2024
Final Assessment report	22.5%	January - March 2025
Practical tools (e.g. checklist, key resources and data) that capture results and recommendations distilled from the assessment,	22.5%	April 2025
Methodology and materials to support one learning session on assessment findings and breakout groups to validate recommendation tools and explore any additional recommendations for: USAID Indonesia Mission staff combined with U.S Embassy Inter-Agency Project management staff, gender specialists, and/or other relevant project points of contact Relevant ministries identified by the project	22.5%	May 2025

Proposal evaluation criteria

IUCN will consider both technical and economic aspects in the evaluation of the proposal. The designated evaluation team will first evaluate the technical capacity of the team and, if the technical requirements are satisfactorily met, will proceed to evaluate the economic proposal. The evaluation matrix will combine technical and economic scoring according to the following weighting: TECHNICAL 70 / ECONOMIC 30.

GENERAL REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS

1. The consultant wishing to participate in this process must send the economic and technical proposals.
2. The file must contain the presentation of the consultant and her/his experience. The file with the economic offer should be sent as disaggregated as possible, indicating the level of effort and the cost for each deliverable.
3. Curricular sketch of the consultant involved in the proposal, indicating their functions.

DEADLINE FOR RECEIVING PROPOSALS: September, 12 2024. Please send technical and economic proposal to the followings e-mails: jackie.siles@iucn.org and lana.maghraoui@iucn.org

DEADLINE FOR RECEIVING QUESTIONS RELATED TO TOR: August 20, 2024. Please send questions to the following email: jackie.siles@iucn.org

Attachment 2

DECLARATION OF UNDERTAKING in relation to RfP <insert RfP reference>

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 authorise 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 the 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 Organisation has been authorised 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 Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation 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 Organisation acknowledges that

IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.

5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation 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 Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation 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 Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation 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 >

DECLARATION in relation to RfP <insert RfP reference>

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise 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 my 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.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am 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. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am 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>

Attachment 3

TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH AN INDIVIDUAL ("SELF-EMPLOYED")

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

1. **READ ALL PROVISIONS;**
2. **FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;**
3. **WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);**

4. SEND TO OLA and FINANCE FOR REVIEW (SUBJECT TO THE CONTRACT REVIEW PROCEDURE)
5. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
6. SHARE WITH OLA and FINANCE FOR SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

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

[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;

[OPTION 1] **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].

[OPTION 2] **Whereas** IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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] 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 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 [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on [date] (the “Expiration Date”).

3. INDEPENDENT STATUS

3.1 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under 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 [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 upon delivery and IUCN written acceptance of [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 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 [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 for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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 Article 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 AND OTHER PROPRIETARY RIGHTS

10.1 Intellectual Property Rights ("IP Rights") are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets.

10.2 Pre-existing IP Rights ("Pre-existing Rights") of a Party means any rights, title and interests in and to any IP Rights 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 records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules, website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the "Results") 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, the Results and/or the Services.

10.4 The Consultant agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all IP Rights resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitation, the right to use, copy, reproduce, publish, broadcast, license, adapt, modify, make derivative products, translate in any language, communicate, sell or distribute, privately or publicly, commercially or otherwise, any item, Result or part thereof, in unlimited quantities, on any support and in any format or media known or to come, wherever in the world enforceable.

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

10.6 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 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, including any infringement or violation, or allegations thereof, of any third party's intellectual property rights in connection with 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
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, 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 article 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, 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 article 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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.

16.2 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 war, government regulations, epidemics, pandemics, natural disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, embargoes, acts of terrorism, floods, earthquakes 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. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of IUCN, nor as conferring any privileges or immunities of IUCN to the Consultant.

19. GENERAL PROVISIONS

19.1 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.

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

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

19.4 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.

19.5 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.

19.6 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]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]