



Request for Proposals (RfP)

Selection of a regional partner in charge of *"Expanding the capacities and skills of Indigenous Peoples' leaders and environmental defenders in Latin America for territorial management and governance, advocacy and multilevel negotiation"*

**International Union for Conservation of Nature and Natural Resources (IUCN)
Office for Mexico, Central America and the Caribbean (ORMACC)**

Place of implementation: Central America – South America

Project: VOCES

Budget line: PA04115.02-DR04115.IR

AOP Code: 24-VOC68

Interested bidders are hereby invited to submit a technical and financial proposal for the selection in question. Please read the information and instructions carefully as failure to follow the instructions may result in disqualification.

1. ABOUT IUCN

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

Created in 1948, IUCN has become the largest and most diverse environmental network in the world, harnessing the experience, resources and reach of its more than 1,400 member organisations and input from more than 18,000 experts. IUCN is one of the leading providers of conservation data, assessments and analysis. Its extensive and diverse membership makes IUCN an incubator and trusted repository of best conservation practices and tools, as well as international guidelines and standards.

IUCN provides a neutral space in which diverse actors, including governments, NGOs, scientists, businesses, local communities, indigenous groups, faith-based organisations and others can work together to create and implement solutions to environmental challenges and achieve sustainable development.

IUCN works with a variety of partners and supporters to implement a broad and diverse portfolio of conservation projects around the world. These projects, which combine the latest scientific advances with the traditional knowledge of local communities, aim to halt and reverse habitat loss, restore ecosystems and improve human well-being.

<http://www.iucn.org/es>
<https://twitter.com/IUCN/>

2. REQUIREMENTS

- 2.1. A detailed description of the activities to be carried out by the Regional Partner and the expected outputs and outcomes are indicated in the Terms of Reference in Annex I.

3. CONTACT DETAILS

- 3.1. Over the course of this Request for Proposals, from its publication to the award of a contract, the Bidder may not contact or discuss the status of the procedure or its proposal with any IUCN employee or representative other than the following contact, to whom all correspondence and/or questions should be directed.

IUCN Contact: Procurement Officer E-mail: procurement.Ormacc@iucn.org
Tel +506-2459-0219

4. TIMETABLE OF THE PROCUREMENT PROCESS

- 4.1. This timetable is indicative and may be amended by IUCN at any time, which will be duly communicated.

DATE	ACTIVITY
19/09/2024	Publication and dissemination of the Request for Proposals
16/10/2024	Deadline for Bidders to submit queries to IUCN
10/12/2024	Deadline for submitting Proposals along with required documentation
15/01/2025	Evaluation of Proposals
15/02/2025	Planned date for contract award
15/03/2025	Expected contract start date

- 4.2. Send an e-mail to the IUCN contact to register an e-mail address to receive notifications or clarifications of this bidding process; bidders in turn will be able to confirm if they intend to submit a proposal before the deadline indicated above.
- 4.3. IUCN reserves the right to issue responses to any question to all Bidders, unless the Bidder making the inquiry expressly requests at the time of query that it be kept confidential. If IUCN considers the content of the question and/or the answer to be nonconfidential, it will inform the Bidder, who will have the opportunity to withdraw the question.
- 4.4. At any time before the deadline for submitting Proposals, IUCN may amend the RfP and will send such amendment to all Bidders who have notified their interest or, failing that, registered an e-mail to receive notifications, and it will be disclosed in the media used for this end.
- 4.5. If the amendment is substantial, IUCN may extend the deadline for submitting Proposals to allow Bidders a reasonable time to take the amendment into consideration in their proposals.

5. SUBMISSION OF PROPOSALS

- 5.1. The Bidder interested in submitting a Proposal must submit the following documents, in the order listed:

A. ADMINISTRATIVE REQUIREMENTS

- i. Certification or legal status of the Legal Representative.
- ii. Declaration of Undertaking signed by the representative of the organisation/company (Annex 2)
- iii. Copies of resumes of key personnel to be assigned to execution of the Implementation Agreement (2 pages per person)

Failure to submit any of these documents may be cause for rejecting the Proposal. However, the evaluation committee reserves the right to request clarifications or additional documents to verify the legal authorization of any of the Bidders. If Consortia are formed to submit a Proposal, each party must submit the documents indicated above.

B. FINANCIAL REQUIREMENTS

Bidders must demonstrate financial and organisational capacity, for which they must complete the Due Diligence Questionnaire (Annex 3) and submit the following documentation:

- Articles of incorporation, constitution, bylaws, government decree, where applicable, etc.
- The organisation's certificate of registration in the country (if applicable).
- Certification of tax and social security compliance (if required).
- Auditor's report and annual financial statements.
- Accounting, procurement and code of conduct policies.
- Timesheet Form

C. TECHNICAL PROPOSAL:

- i. The technical proposal must address each of the criteria stated below explicitly and separately, citing the relevant criteria reference number (Description column).

MINIMUM ELIGIBILITY CRITERIA	Description	Qualification
<u>Administrative Requirements</u>	i. Certification or legal status of the Legal Representative. ii. Declaration of Undertaking signed by the representative of the organisation/company iii. Copy of resumes of key personnel to be assigned to execution of the Implementation Agreement (2 pages per person)	Passes/Does Not Pass
Financial Requirements	Complete the Eligibility Questionnaire and attach the requested supporting documents.	<u>Passes/Does Not Pass</u>
Technical Capability	Experience of at least 30 years in the design and management of training programmes in social sciences, environmental studies, interculturality, territorial development, human rights, indigenous peoples' rights and similar.	<u>5 points</u>
	Institutional track record leading studies and research projects related to and connected with indigenous peoples, environment, interculturality, human rights and governance.	<u>5 points</u>

	Experience in the design and implementation of curricula that integrate indigenous traditional knowledge, intercultural methodologies and participatory pedagogical resources.	<u>5 points</u>
	Management of programmes and pedagogical proposals for training with an intercultural approach, especially with indigenous peoples.	<u>5 points</u>
	Institution's installed capacity via support to physical and virtual infrastructure suitable for face-to-face and virtual training, including classrooms, laboratories, libraries, online learning platforms and distance learning tools (it is important to attach up-to-date photographs).	<u>10 points</u>
	Alliances and networks that the university, consortium of universities or training centres have with indigenous organisations, NGOs and civil society organisations. Likewise, academic spaces of which it is an active member and a reference in the field of higher education and continuing education at national and regional level.	<u>10 points</u>
	Conceptual and pedagogical proposal for the creation of the training programme indicated in the terms of reference.	<u>10 points</u>
	Work plan to design and implement the training programme indicated in the terms of reference, and for the technical and economic feasibility study for the creation of a Regional Training Centre for indigenous leaders and environmental defenders	<u>10 points</u>
	Work timetable	<u>5 points</u>
	Experience of teaching staff with relevant and proven track record in the fields of social sciences, environmental studies, interculturality, territorial development, human rights, rights of indigenous peoples and related areas.	<u>15 points</u>
	Experience of key staff led by a programme director, academic coordinator, student follow-up coordinator, instructional designer, virtual learning environment designer, training specialist, education facilitator, and instructional technology facilitator.	<u>15 points</u>
	Staff dedicated to administrative processes of the regional training programme, for both face-to-face and distance learning.	<u>5 points</u>

- ii. IUCN will evaluate technical proposals against each of the criteria listed in point (i) and its relative importance.

- iii. 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.
- iv. Where resumes (CVs) are requested, these must be of the individuals who will execute the Implementation Agreement. The individuals put forward may only be substituted with IUCN approval.
- v. In the event that a consortium or group of organisations/company applies, in addition to the above information, the following must be specified:
 - Leader of the action proposal within the framework of the consortium or group of organisations/companies
 - Composition of the consortium or group of organisations/companies, profile of each member
 - Composition of the work team (key staff) of each member of the consortium or group of organisations/companies
 - Role and responsibility in the activities/outputs of each member of the consortium or group of organisations/companies in relation to the outputs established in the ToR.

D. FINANCIAL PROPOSAL

Signed by the bidder; must indicate the value of all items to be executed (in US dollars) in numbers and letters.

Personnel: the proposal must indicate project coordinator and key staff who are employed by the Bidder(s), with the understanding that the selection and replacement of any Key Personnel must have IUCN's prior written approval.

Staff designated by the Bidder(s) to carry out the activities of this Agreement, IUCN employees not considered.

The amounts submitted are deemed to include all costs for professional fees, insurance, taxes, obligations and risks that must be taken into account to comply with the Terms of Reference. IUCN will not accept charges beyond those clearly stated in the Financial Proposal and eligible for execution of the Implementation Agreement.

The Bidder(s) must cover tax payments according to the rules in force in their country; have up-to-date medical and life insurance; and cover bank charges for transfer.

The amount assigned to staff hiring may not exceed 40% of the proposed budget.

Travel expenses: the amount allocated to international and domestic travel, which includes food and lodging expenses, may not exceed 30% of the total financial proposal.

External services: the amount allocated to contracting external services, consultancies and sub-contracting may not exceed 10% of the proposed budget.

Workshops and events: the amount allocated to holding workshops and events may not exceed 10% of the proposed budget.

Other operating expenses (including rent, services, claims insurance and office acquisitions): the amount allocated to these expenses may not exceed 10% of the proposed budget.

Additional information not requested by IUCN should not be included in the proposal and will not be subject to evaluation.

i. Breakdown of the Financial Proposal

For information purposes only, it is recommended that details of the financial proposal be broken down as follows:

Item	Position	Budget	Percentage dedicated
1. Personnel	Technical Coordinator (name and role)		100%
	Key Staff 1 (Name and Role)		100%
	Key Staff 2 (Name and Role)		100%
	Key Staff 3 (Name and Role)		100%

*The number of key staff is referential.

*Currency to be used: USD

Item	Type of expense	Budget
2. Travel expenses	International mobilisation	
	In-country mobilisation	
	Meals	
	Lodging	

3. Other operating expenses	Type of expense	Budget
	Office rental	
	Services	
	Office acquisitions	

6. DELIVERY:

The proposal should be sent by e-mail to the IUCN contact indicated in Section 2 above. The subject heading of the email will be [Process Name - Bidder name]. The name of the bidder will be the name of the company/organisation on whose behalf the proposal is being submitted, or the name of the consultant if submitting a proposal as independent consultant. The proposal must be submitted in PDF format. The Bidder may send multiple, properly listed emails, for example, e-mail 1 of 3 if attachments are too large to be sent in a single email transmission. Proposals placed in a file sharing tool such as Google Drive, Dropbox, wire transfer, etc. will not be accepted.

IMPORTANT: Submitted documents must be password protected so that they cannot be opened and read before the submission deadline. Use the same password for all documents submitted. After the deadline and within 12 hours, send the password to the IUCN contact. This will ensure a secure process for submitting and opening bids. **DO NOT** e-mail the password before the deadline for submitting proposals.

7. VALIDITY:

The proposal must remain valid for a period of 60 days after the submission deadline.

8. LANGUAGE:

The Proposal must be presented in Spanish. If the language of the applicant is English, the proposal must be submitted in both English and Spanish.

9. WITHDRAWALS AND CHANGES

Bidders may freely withdraw or change their proposal at any time prior to the submission deadline through written notification to the IUCN Contact. However, to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

10. EVALUATION OF PROPOSALS

10.1. Completeness

The Proposal will be checked to verify it is complete, with all documentation required and indicated in section 6. Incomplete proposals will not be considered.

The total score of the proposals will be calculated as the weighted sum of the technical score and the financial score.

The relative weights will be

Technical:	70%
Financial:	30%

Subject to the requirements of Sections 5 and 12, IUCN will award the contract to the Bidder whose proposal obtains the highest total score.

11. EXPLANATION OF THE SELECTION PROCEDURE

- 11.1. All bidders may ask questions or seek clarification regarding this procurement. Send an e-mail to the IUCN Contact (see Section 3), taking note of the deadline for submitting questions (Section 4.1).
- 11.2. All proposals must be received no later than the submission deadline indicated in Section 4.1. Late proposals (12mn GMT-6) will not be considered. All proposals received by the deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria set out in this Request for Proposals. No other criteria will be used to evaluate the proposals. The contract will be awarded to the bidder whose proposal has received the highest total score. However, IUCN reserves the right to cancel this procurement procedure and not award any contracts.
- 11.3. IUCN will contact all bidders who submitted their proposal to inform them of the outcome of the evaluation. The timetable in Section 4.1 provides an estimate of when the contract award is expected to be completed; however, this date may change depending on how long it takes to evaluate the proposals.

12. CONDITIONS TO PARTICIPATE IN THIS CONTRACT

- 12.1. To participate in this contract, interested parties must submit a proposal that fully complies with the requirements, documentation, and instructions in this Request for Proposals.
 - 12.1.1. It is the responsibility of each bidder to make sure to submit a complete proposal fully compliant with the requirements.
 - 12.1.2. Submissions of any technical proposals and financial proposals that are incomplete or incorrectly completed will be considered *Non-Compliant* and as a result, will not be considered any further in the contracting process.
 - 12.1.3. IUCN may consult bidders about any document or clerical errors identified (addition or calculation) and at its sole discretion allow these to be corrected, but only if doing so does not create an unfair advantage over other bidders.

12.2. To participate in this process, you must meet the following conditions:

- a) Be free of conflicts of interest
- b) Be registered in the relevant business or professional register of the country in which you are established (or reside, if self-employed)
- c) Be in full compliance with your obligations regarding payment of social security contributions and all applicable taxes
- d) Have not been convicted of non-compliance with environmental regulatory requirements or other legal requirements related to sustainability and environmental protection
- e) Are not in bankruptcy or liquidation proceedings (*applicable to Organisations/Companies*).
- f) Are not guilty of a crime related to professional conduct
- g) Are not involved in fraud, corruption, criminal organisation, money laundering, terrorism, or any other illegal activity.

12.3. Each bidder may submit only one proposal, either individually or as a member of a consortium or group of organisations/companies. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in the cases of alternatives that have been permitted or requested) will cause all proposals with the bidder's participation to be disqualified.

12.4. By participating in this selection process, you agree to the conditions set out in this Request for Proposals, including the following:

- a) 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 contract and terminate any contracts that have been signed.
- b) Any attempt to obtain information from an employee or other representative of IUCN about another bidder will result in disqualification.
- c) 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.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). Information submitted to IUCN as part of this procurement procedure will be treated as confidential and will be shared only as necessary for the purposes of proposal evaluation and in accordance with the procedure explained in this Request for Proposals and to support auditing. For audit purposes, IUCN is required to retain proposals in their entirety for 10 years and make them available to internal and external auditors and donors upon request.

13.2. In the Declaration of Undertaking (Annex 3), you must give IUCN express permission to use the information you submit as part of the Proposal, including the personal data forming part of that Proposal. Where personal data of employees, partners or Key Personnel (e.g. CVs) is included in the proposal, written permission must be obtained from those individuals to share this information with IUCN and for IUCN to use this information. Without these permissions, IUCN will not be able to consider the proposal.

14. GRIEVANCE PROCEDURE

In the event of any complaint or concern regarding the propriety of how a competitive process is or has been executed, contact sofiamariela.madrigal@iucn.org. Such complaints or concerns will be treated as confidential and will not be deemed in breach of the communication restrictions set out in Section 2.1.

15. CONTRACT

The contract will be based on the template and terms applied by IUCN.

16. ANNEXES:

Annex 1: Terms of Reference

Annex 2: Declaration of Undertaking

Annex 3: Financial Capacity and Due Diligence Questionnaire

Annex 4: Draft Implementing Agreement

ANNEX 1: TERMS OF REFERENCE

**Regional Office for Mexico, Central America and the Caribbean
of the International Union for Conservation of Nature
and Natural Resources
(IUCN-ORMACC)**

SELECTION OF

Regional partner in charge of:

"Expanding capacities and skills of leaders of indigenous peoples and environmental defenders in Latin America for territorial management and governance, advocacy and multilevel negotiation"

Project "Voices, Protecting Rights, Conserving Territories"

Type of Contract:	Implementing Partner Agreement
Term:	24 months
Availability:	Immediate
Responsible for Supervision:	María Belén Moncayo

1. BACKGROUND AND JUSTIFICATION

As of year-end 2022 and for a period of five years, IUCN ORMACC began implementation of the project "Advancing towards effective conservation and territorial management with a rights-based approach: strengthening regional indigenous cooperation in Latin America," hereinafter Project Voices, funded by the Swedish International Development Agency (SIDA). The project is co-implemented with the IUCN Regional Office for South America (IUCN-SUR).

The common thread of the project is to strengthen both prevention and attention to threats to indigenous lands and territories and to the integrity of environmental defenders. To this end, the Project acts at different levels and in complementary spheres that feed into each other to strengthen action and make indigenous voices visible in civic spaces associated with conservation and therefore rights.

The Voices Regional Project seeks to incorporate the rights-based approach and environmental justice in natural resource conservation and sustainable management processes in indigenous lands and territories, with actions on the ground in Ecuador, Peru and Honduras, and regionally in Latin America. Its actions focus on strengthening territorial management practices and management of their natural resources, governance and capacities for the management and integrity of territories as a basis for preserving biodiversity and improving livelihoods.

During its implementation period (2022-2025), the project is aimed at the following objective: Organisations, leaders of indigenous peoples and environmental defenders in Latin America with greater empowerment and capacity for cooperation to prevent and address threats to their territorial management with a focus on rights, gender inclusion and environmental justice.

The project has four intermediate objectives. In particular, Intermediate Objective 2 focuses on improving capacities and skills of environmental leaders and defenders in Latin America in management, advocacy, and multi-level negotiation in order to promote equitable governance and the defence of territorial rights.

The objective is to train trainers in both specific knowledge and pedagogical competencies. This will allow them to educate others effectively, ensuring that they have the pedagogical tools and strategies necessary to generate a positive impact at various levels through the design and implementation of a continuous training programme aimed at indigenous leaders and environmental defenders.

The training programme will be designed around three strategic lines: management and administration of territories, rights-based conservation and negotiation tools to influence policies and multilevel decisions. At least 25 indigenous leaders from seven countries (Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru and Colombia) will participate face-to-face in the training programme.

The programme must actively include women and youth, and its design must take into account the diversity of experiences and ancestral knowledge of indigenous peoples and environmental defenders in connection with biodiversity conservation and the rights-based approach, promoting recognition of this on a par with Western knowledge.

In addition, it must be based on experiences, lessons learned, and materials developed for other similar training processes. It must be innovative by incorporating tools and parameters for strengthening the capacities of indigenous peoples and must promote spaces for indigenous leaders and trainers to share experiences.

The certification granted by the programme will formalize trainers' capacities through the production of training modules with high-level pedagogical, social and cultural value. This will enable support for indigenous leaders to develop and continue deepening their role as trainers within their organisations and communities, and to maintain a network of exchange and communities of practice.

Participation by indigenous instructors with teaching and/or technical experience in environment, human rights and indigenous peoples' rights, legal pluralism, and other areas, will be promoted.

To facilitate training access and scaling-up, content will be prepared under the modality of "e-learning and "self-contained courses", allowing both trainers and other indigenous leaders in the region to replicate the training cycles. These outputs will be widely socialised so they become tools and evidence for the empowerment of indigenous peoples in their organisations and communities. The programme will train at least 80 people from organisations and indigenous peoples through the e-learning modality.

To achieve the sustainability of continuing education, a technical-economic feasibility study will be carried out on creating an Intercultural Training Centre that supports, updates and expands training for trainers in the medium term.

2. OBJECTIVES OF THE PROCESS

2.1. General: Expand management, advocacy and multilevel negotiation capacities and skills of indigenous leaders and environmental defenders in Latin America, through the creation of an Intercultural Training Centre that designs and implements a specialized programme of training for trainers, built on the ancestral knowledge of indigenous peoples and diverse experiences in territorial defence.

2.2. Specific:

1. **Conduct a technical-economic feasibility study** on the creation of an Intercultural Training Centre to design and deliver intercultural training programmes, with coverage at the level of Central and South America.
2. **Design a participatory and pluralistic training programme** that actively includes women and youth, reflects the diversity of experiences and knowledge of indigenous peoples and environmental defenders, and incorporates innovative content and tools for capacity building focused on three

strategic lines: (1) territorial management and administration, (2) rights-based conservation strategies, and (3) negotiation tools to influence policies and multilevel decisions.

3. **Provide training to indigenous leaders from seven Latin American countries** (Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru and Colombia) via face-to-face participation of at least 25 leaders in the Intercultural Training Centre.
4. **Implement "self-contained " or "e-learning" courses** that facilitate certified training for at least 80 people from organisations and indigenous peoples in the region, enabling training cycles to be replicated by hosting them on the Intercultural Training Centre's online platform.
5. **Systematise and evaluate results from implementation of the training programme in face-to-face and e-learning mode**, through indicators on access, terminal efficiency, community linkage and sustainability.

3. OUTPUTS TO BE DELIVERED

Objective	Output	Description
Objective 1. Develop a technical and economic feasibility study for the creation of an Intercultural Training Centre to design and deliver intercultural training programmes, with coverage at the level of Central and South America	Output 1. Demand and supply analysis. Document with the analysis of supply and demand for training in Central America and South American Amazon aimed at indigenous peoples and environmental defenders.	This output must identify and describe in detail the socio-territorial situation of indigenous organisations and historical and current training processes offered and to which they have access in accordance with the strategic lines proposed in the terms of reference. From this, the following can be derived: (1) correspondence with the strategic objectives of indigenous peoples' organisations, (2) correspondence with global rights, climate and biodiversity frameworks, (3) quality of the training provided, (4) composition of the teaching staff (identification of indigenous teachers, (5) composition of the student body, (6) capacity to drive research processes, 7) connection with the organisation of indigenous peoples and communities and (8) capacity to establish networks for sharing and strategic alliances. The participation of indigenous peoples' organisations and other key stakeholders is indispensable for this output, through territorial focus groups, interviews, surveys, review of secondary sources, among others.
	Output 2: Technical-economic feasibility study for the creation of an intercultural training centre	The technical-economic feasibility study for the Intercultural Training Centre will be co-designed with indigenous peoples' organisations through workshops, focus groups and interviews. It will take the supply/demand analysis into account and should bring together the strategic objectives of indigenous peoples' organisations with the intent to provide a space for experiential learning, and very much determined by the knowledge and experiences of indigenous peoples and environmental defenders. The study will contemplate, among other elements: - The pedagogical model - The academic structure offering programmes in face-to-face and e-learning mode responding to the strategic objectives of indigenous peoples' organisations.

		- The governance model and functional organisational structure. - The mechanism for linkage with the University/Training-Research Centre where the Centre will be housed. - The physical, technological and pedagogical requirements ensuring efficient learning. - A cost per student calculation based on the design and implementation costs of the training process (teachers, students), materials costs and pedagogical resources, and participant mobilisation, accommodations and maintenance costs. The technical and economic feasibility analysis will be projected over five years.
2. Design a participatory and pluralistic training programme that actively includes women and youth, that reflects the diversity of experiences and knowledge of indigenous peoples and environmental defenders, and incorporates innovative content and tools for capacity building focused on three strategic lines: (1) territorial management and administration, (2) rights-based conservation strategies, and (3) negotiation tools to influence policies and multilevel decisions.	Output 3. Proposal for an intercultural training programme for indigenous leaders and environmental defenders.	The orientation for the Training Programme will be a curricular design classified by modules and modalities, contemplating the following strategic lines: • Conservation rights, inclusive governance, legal defence of territories (legal pluralism, legal tools for territorial defence, emblematic cases), indigenous peoples' contributions to biodiversity conservation and territorial development. • International relations, processes and mechanisms for negotiation and multilevel advocacy, international instruments for human rights and environmental human rights, climate and biodiversity. The programme will be co-designed with indigenous peoples' organisations, the regional training partner and local project partners. The minimum contents of the programme for face-to-face and e-learning modalities will be: • Name • General objective • Description of fields of knowledge • Pedagogical model • Curriculum per module (minimum 4 modules) • Admissions process • Entry Profile

		• Graduation profile • Number of students in the first cohort (minimum 25 people in face-to-face mode and 80 people remotely). • Teaching staff required (number and per field of knowledge) 50% indigenous teachers • Academic regime • Total credits of the programme and per module, which considers the dynamics of the target group, taking as reference a maximum of 120 hours. • Total educational credits with teacher and autonomous. • Modalities for evaluation and certification of training. • Follow-up plan for certified students • Base technological requirements for face-to-face and remote modality • For the e-learning modality, the process for preparing self-contained courses and the requirements associated with the process must be provided in detail. • Knowledge and research networks that can be integrated into the project. • Lines of research
	Output 4: Preparation of pedagogical materials for face-to-face training and self-contained courses.	Development of pedagogical materials: Preparation of handbooks, guides and presentations. Development of didactic materials such as handbooks, study guides, PowerPoint presentations, videos and other educational resources. These materials must be clear, concise, and tailored to the students' cultural and linguistic needs. Validation of contents: Materials subjected to review by experts of indigenous peoples to ensure relevance, exactness and effectiveness. Conduct pilot tests with small groups of participants and make adjustments as needed. Adaptation of materials to different cultural and linguistic contexts. Translation and adaptation of pedagogical materials to the languages and specific cultural contexts of the participants. Include

		examples and case studies relevant to the participating indigenous communities. Digitisation of pedagogical materials: for e-learning training and self-contained courses, ensuring they are interactive and accessible. Create online versions of handbooks and guides, as well as e-learning modules that include videos, interactive questionnaires, and discussion forums.
Objective 3. Provide certified training to indigenous leaders from seven Latin American countries (Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru, and Colombia) through the face-to-face participation of at least 25 leaders in the Intercultural Training Centre.	Output 5. Implementation of the Programme under face-to-face modality	Selection of participants: Preparation of selection criteria and transparent application process to identify the 25 indigenous leaders from Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru and Colombia. This process may include reviewing applications, interviews, and recommendations from indigenous peoples' organisations. Mobilisation management: Coordination of participant transportation and logistics from countries of origin to the Intercultural Training Centre. This includes purchase of airline tickets, coordinating local transfers and managing visas and other necessary documents. Accommodations: Preparation of suitable accommodations for participants, ensuring that they are safe and comfortable. Maintenance grants: Definition and management of a scholarship system that covers participants' living expenses during the training programme. This may include a stipend for meals, personal expenses, study materials and other associated costs. Development and implementation of the Training Programme. The programme's Academic Coordinator is in charge. Organisation of schedules, classrooms and teachers according to academic content and pedagogical models. Psychosocial accompaniment and support: Psychosocial support services and counselling for participants during their stay, addressing potential emotional, cultural, and adaptation challenges. Creation of spaces for dialogue and recreational activities to promote students' comprehensive well-being.

		Evaluation and certification: Implementation of the evaluation system to measure students' progress and performance throughout the programme. At the end of the training, awarding of official certificates that recognize the competencies and skills acquired. Documentation and reports: Systematisation of the training process, from the selection of participants to final evaluation. Creation of detailed reports that include data on participation, achievements and recommendations for future editions of the programme. Post-training follow-up plan: Implementation of a follow-up plan to support leaders in applying the acquired knowledge and skills in their communities and organisations. This can include mentoring, support networks, and access to additional resources. These activities will ensure that face-to-face training for the 25 indigenous leaders is done effectively, providing them with a proper environment for their comprehensive development and training. This activity will foster the formation of a network of indigenous leaders in Central and South America.
	Output 6. Implementation of the Programme under e-learning modality and self-contained courses.	Development of the e-Learning platform: Selection and configuration of the digital platform. Selection of a suitable e-learning platform configured to support the training programme which is accessible, intuitive and compatible with mobile devices and supports multiple languages if necessary. Online facilitator training: Training of instructors for online teaching. Training of facilitators in online teaching techniques, management of pedagogical resources and the e-learning platform and online teaching techniques, ensuring that they can interact effectively with participants and handle digital tools. Registration and selection process: Selection of 80 participating indigenous leaders based on predefined criteria in the entry profiles. Initial orientation for participants: Organisation of orientation sessions to familiarize participants with the e-learning platform,

		course expectations and available resources. Include tutorials and guides on using the platform. Application of training modules: Development of online training modules, ensuring a logical and coherent sequence, with interactive and participatory methods such as discussion forums, practical tasks and periodic evaluations. Ongoing Technical Support: For participants to resolve any issues related to the e-learning platform. Provide assistance via live chat, emails, and support forums. Evaluation and Monitoring: Evaluation of progress and regular, personalised feedback to help participants improve and achieve course objectives. Certification: At the end of the training, evaluation of participants' performance and awarding of official certificates that substantiate the competencies and skills acquired. Networking and Communities of Practice: Creation of networks and communities of practice among participants to foster continuous sharing of knowledge and experiences. Use tools from the e-learning platform to maintain contact and collaboration. Programme Evaluation and Continuous Improvement, Systematisation and feedback from participants and facilitators to evaluate the programme's effectiveness and make continuous improvements in content, methodology and the platform. Content publishing. Once the e-learning training is completed, the contents will be published on the platform hosted by the Intercultural Training Centre to ensure that all resources and materials are available to indigenous peoples' organisations.
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4. OUTPUT TIMETABLE AND SCHEDULE (REFERENTIAL)

OBJECTIVES	OUTPUTS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	22	23	24
Objective 1. Conduct a technical-economic feasibility study for the creation of an Intercultural Training Centre to design and deliver intercultural training programmes, with coverage at the level of Central and South America.	Output 1. Supply and demand analysis. A document with the supply and demand diagnostic on training in Central America and the South American Amazon, aimed at indigenous peoples and environmental defenders.	X	X	X	X																			
	Output 2: Technical-economic feasibility study for the creation of an intercultural training centre	X	X	X	X																			
Objective 2. Provide training to indigenous leaders from seven Latin American countries (Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru and Colombia) through the face-to-face participation of at least 25 leaders in the Intercultural Training Centre.	Output 3. Proposal for an intercultural training programme for indigenous leaders and environmental defenders.					X	X	X	X	X	X													
	Output 4: Preparation of pedagogical materials for face-to-face training and self-contained courses.									X	X	X	X											

Objective 3. Implement "self-contained" or "e-learning" courses that facilitate certified training for at least 80 people from indigenous organisations and peoples in the region, enabling replication of the training cycles through their hosting on the online platform of the Intercultural Training Centre	Output 5. Implementation of the Programme under face-to-face modality																X	X	X	X						
	Output 6. Implementation of the Programme under e-learning modality and self-contained courses																			X	X	X	X			
Objective 4. Systematise and evaluate outcomes from implementation of the training programme in face-to-face and e-learning mode , through indicators on access, terminal efficiency, community linkage and sustainability	Evaluation reports, closing workshop to leverage lessons learned and forge sustainability																							X	X	X

5. TECHNICAL PROFILE

5.1 TECHNICAL PROFILE OF THE IMPLEMENTING PARTNER

For preparation of the implementation agreement, a partner with the following profile is required:

- University, consortium of universities and/or training and research centres in Latin America with at least 30 years of experience creating and managing training programmes in social sciences, natural sciences, education, interculturality, territorial development, human rights, environmental jurisprudence, indigenous peoples, gender, and related areas.
- Specialised faculty and/or departments in areas such as conservation rights, inclusive governance, legal defence of territories (legal pluralism, legal tools, emblematic cases), contributions of indigenous peoples to biodiversity conservation and territorial development, international relations, processes and mechanisms for negotiation and multilevel advocacy, international instruments on human rights and environmental human rights, climate and biodiversity.
- Extensive experience in impactful studies and research projects related to indigenous peoples, environment, interculturality, human rights and governance.
- Proven expertise designing and implementing curricula that integrate indigenous traditional knowledge and intercultural methodologies. It is important to refer to participatory pedagogical methods that promote dialogue and knowledge sharing among different cultures.
- Demonstrate capacity and expertise in the management of continuing education processes through training programmes, seminars, workshops in various fields of knowledge; likewise, demonstrate experience implementing mechanisms for the work of linkage with society.
- Vast availability of facilities suitable for face-to-face and online training, including classrooms, laboratories, libraries, technological resource centres, online learning platforms and technological tools for distance education.
- Teaching staff with a relevant track record and proven experience in the fields of social sciences, environmental studies, interculturality, territorial development, human rights, environmental jurisprudence, indigenous peoples, gender and related areas.
- Demonstrate experience implementing educational programmes with indigenous teachers who supported the creation of curricula, pedagogical resources, and other key elements for training programmes aimed at the indigenous population.
- Administrative and technical staff trained to support implementation of the Intercultural Training Centre and the educational programmes it hosts.
- Alliances with indigenous organisations, NGOs, and other relevant civil society actors, with active participation in national and international education networks.
- Institutional commitment that guarantees equitable and non-discriminatory access for indigenous peoples, evidencing defence of human rights and social and environmental sustainability reflected in the institutional mission, vision and policies.
- Have evidence of positive impacts on indigenous communities through its programmes and projects.
- Have systems in place for continuous evaluation of their programmes and implementation of improvements based on feedback, outcomes and impacts.
- Accessible programmes for indigenous participants, including the availability of materials in indigenous languages and the adaptation of teaching methods to local situations.
- Demonstrate flexibility and capacity to adapt programmes and methodologies to the specific needs of different indigenous communities.
- Provide the following required documentation and evidence of expertise:
 - Institutional Profile: detailed document describing the institution's history, mission, vision, and organisational structure
 - List of Projects and Programmes: list of relevant projects and programmes implemented in the past 20 years, including descriptions and outcomes

- Curricula and Educational Materials: examples of curricula and educational materials used in programmes with crosscutting themes of interculturality, governance, and conservation rights, among others
- Published Research: list of research and publications carried out by the institution on related topics
- Letters of reference and testimonials from indigenous organisations and other ethnic and civil society organisations with which you have worked on training processes

5.2 TECHNICAL PROFILE OF KEY PERSONNEL

1. Programme Director

- Postgraduate degree, preferably master's and/or doctorate degrees in social sciences, political sciences, educational sciences. Postgraduate studies with a specialty in Interculturality, Human Rights, Socio-Environmental Studies, Governance, and related areas will be a plus.
- Minimum 10 years of experience in the management of educational centres or face-to-face and distance training programmes. Also in projects working with indigenous populations of Andean and Amazonian areas; in addition, command of the socio-territorial context of indigenous populations at the level of Central and South America.
- Extensive knowledge of pressures on and threats to indigenous populations, environmental challenges, and challenges for social organisation and equitable governance.
- Mastery of intercultural education methodologies
- Proven skills for curriculum design and development of educational programmes
- High-level capacity of leadership and management of multidisciplinary teams
- Excellent communication and negotiation skills
- Ability to forge strategic alliances with multi-level, governmental, NGO and civil society organisations
- Knowledge of indigenous languages will be highly valued.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges
- Ability to work collaboratively with diverse teams
- High level of commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability

2. Academic Coordinator

- Postgraduate degree, preferably master's and/or doctorate degrees in social sciences, political sciences, educational sciences. Postgraduate degree in curriculum design or intercultural education is a plus. Postgraduate studies with a specialty in Interculturality, Human Rights, Socio-Environmental Studies, Governance and related areas considered an advantage.
- At least 7 years of experience in the design, implementation and evaluation of face-to-face and distance educational programmes in public or private higher education centres, related to human rights, indigenous peoples and conservation. Experience designing courses in virtual environments with different platforms will be an advantage.
- Minimum 3 years carrying out activities coordinating teaching teams and/or consultants. Experience working with international teams will receive special consideration.
- Knowledge of the socio-territorial context of indigenous populations in Central and South America
- Demonstrated experience in applying intercultural teaching and distance education methodologies
- Knowledge of indigenous languages will be highly valued.
- Extensive management and use of educational technologies and online learning platforms
- Ability to manage educational projects
- Creativity and innovation in the development of educational materials
- Excellent organisational skills and attention to detail in training processes for indigenous peoples
- High level of commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability

3. Student Follow-up and Support Coordinator

- Postgraduate degree, preferably master's degree and/or doctorate in Psychopedagogy, Education, Educational Management, Intercultural Education or related areas. Studies related to indigenous peoples, gender, and human rights will be considered an advantage.
- At least 7 years of experience in student support and follow-up in higher education environments and continuous training processes; emphasis on the coordination of student well-being programmes with young and adult populations, preferably indigenous peoples and different ethnic groups.
- Extensive knowledge and mastery of methodologies, techniques and tools for academic and psychosocial follow-up with students, with an intercultural approach.
- Monitoring of the academic performance of indigenous students and development of intervention strategies that respect their cultural identity.
- Support for students' emotional and social well-being, providing guidance and referral to specialised services if necessary, prioritizing the intercultural approach.
- Creation and management of tutoring programmes and workshops that support the comprehensive development of indigenous students.
- Preparation of periodic reports on the progress and needs of students as well as the effectiveness of the programmes implemented, taking the indigenous worldview and cultural practices into consideration.
- Ability to plan, implement and evaluate student support programmes and projects, taking into account the indigenous cultural perspective.
- Familiarity with local and national educational regulations and policies, as well as with indigenous peoples' rights.
- Excellent intercultural communication skills; knowledge of at least one relevant indigenous language is a plus.
- Ability to lead multidisciplinary teams and work collaboratively, respecting the indigenous worldview.
- Ability to understand and address the needs of Indigenous students in an empathetic and respectful manner.
- Deep understanding of and respect for indigenous cultures and their social and educational dynamics.

4. Intercultural Training Content Specialist

- Third-level degree in social sciences, communication, pedagogy. Having a specific postgraduate degree in those fields will be an advantage.
- At least 4 years of specific experience implementing educational processes, training, and engagement with indigenous peoples.
- Proven capacity for training designs with emphasis on continuing education processes, seminars, workshops and short-, medium- and long-term training courses.
- Excellent intercultural communication, writing and teamwork skills.
- Capacity to establish follow-up and monitoring processes for training activities for indigenous peoples.
- Knowledge of indigenous languages will be highly valued.
- Analytical and reflective skills for training and education processes.
- Knowledge of methodologies and tools for collaborative work with indigenous peoples.
- Excellent knowledge and use of informatics tools.
- Cultural facilitation and mediation skills.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges.
- Ability to work collaboratively with diverse teams.
- Deep commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability.

5. Specialist in Intercultural Pedagogical Design

- Third-level degree in Education, Pedagogy, Anthropology, Sociology, Social Work, or related areas. Postgraduate studies in Intercultural Education, Cultural Studies, Educational Management or related areas are advantageous.
- At least 5 years of experience in the design, development and implementation of pedagogical processes for youth and adult education. Experience in the design of pedagogical resources with an intercultural approach is considered a plus.
- At least 3 years supporting improvement processes, training and continuous support to teaching staff for the implementation of pedagogical practices. Implementation of actions with an emphasis on indigenous peoples is advantageous.
- Broad mastery of methodologies, techniques, pedagogical tools and their application for youth and adult education; and with an emphasis on intercultural pedagogical resources.
- Excellent use of technological and digital tools to support intercultural teaching.
- Skills to evaluate the pedagogical strategies of training programmes, with a focus on change.

6. Specialist in Design and Management of Learning Environments

- Third-level degree in Education Sciences, Pedagogy or related areas. Postgraduate studies in Intercultural Education, Educational Innovation, Digital Education, Educational Management or related areas considered an advantage.
- At least 5 years of experience in design and development of virtual educational content. Experience in the design of virtual educational resources with an intercultural approach considered an advantage.
- Experience of at least 5 years in the use of collaborative online learning platforms (e.g., Microsoft Teams, Edmodo, Padlet, Trello, Moodle, Blackboard, etc.), creation of digital educational content (e.g., Genially, Canva, Mentimeter, Thinglink, etc.), and technical support in educational environments.
- Instructional design for inclusive virtual environments with an intercultural approach, especially for indigenous peoples.
- Management and maintenance of learning environment management systems.
- Ability to explain technical concepts to non-technical users.
- Innovation in the use of educational technologies.

7. Intercultural Training Facilitator

- University degree in education, social sciences, and natural sciences. Specialisation or postgraduate study in educational management, interculturality and human rights considered advantageous.
- At least 2 years of experience in academic facilitation processes and accompaniment in training sessions, workshops, seminars, among others. Work with indigenous peoples will be considered an advantage.
- Knowledge about the situation and context of indigenous peoples at the regional level.
- Capacity and application of intercultural pedagogy and adult education.
- Intercultural communication skills and training facilitation.
- Capacity to adapt teaching methods to diverse audiences.
- Empathy and skills to motivate and guide participants.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges.
- Ability to work collaboratively with diverse teams.
- Deep commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability.

8. Technological Training Facilitator

- University and/or technology degree in education and informatics and related fields. Specialised education in training processes on instructional design or face-to-face and distance education will be an advantage.

- Experience of at least 2 years in the use of online learning platforms, creation of digital educational content and technical support in educational environments.
- Knowledge of online learning tools and platforms (e.g. Moodle, Blackboard, etc.).
- Instructional design for inclusive virtual environments.
- Management and maintenance of learning management systems.
- Ability to explain technical concepts to non-technical users.
- Innovation in the use of educational technologies.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges.
- Ability to work collaboratively with diverse teams.
- Technical troubleshooting and user support.

9. Programme Administrative Manager

- Licentiate degree in Business Administration, Educational Administration, Human Talent Management, Social Management or related careers. Postgraduate studies in Educational Management, Project Management, or related considered an advantage.
- Minimum experience of 7 years executing administrative processes in regular training and continuing education programmes, monitoring of programme execution, monitoring of teaching staff and students. The execution of administrative processes with indigenous peoples considered an advantage.
- Experience in planning, monitoring and evaluation of training and continuing education programmes, including budget management and resource management.
- Knowledge of regulations and legal processes for the management of training and continuing education programmes. Knowledge and application of intercultural mechanisms is a plus.
- Ability to plan and coordinate timetables for the execution of training programmes and the supervision of academic and administrative execution records.
- Experience in the development and evaluation of training and continuing education programmes.
- Ability to use information and data analysis technologies (programme performance, budget, and satisfaction about the training process) in the framework of implementing training and continuing education programmes.
- Ability to manage, organise, plan, address and perform administrative tasks, support, and support to the organisation.
- High-level capacity for service orientation, interpersonal relationships and effective communication.
- Ability to plan and organise multiple tasks and projects simultaneously.
- Ability to identify problems and develop effective solutions.
- Ability to manage collaborative work with different teams.

10. Programme Administrative Assistant

- Licentiate degree in Administration, Business Administration, Educational Administration, Human Talent Management, Social Management or related careers.
- Minimum experience of 3 years assisting in administrative processes of training and continuing education programmes; monitoring of programme execution, monitoring of teaching staff and students. Assistance in administrative processes with indigenous peoples is a plus.
- Assistance in processes of planning, monitoring and evaluation of training and continuing education programmes, including budget management and resource management.
- Knowledge of regulations and legal processes for the management of training and continuing education programmes.
- Support in the organisation of training programme timetables and in the recording and processing of information.
- Correct management of Microsoft Office programmes, processing and analysis of qualitative and quantitative information.
- Capacity in service orientation, interpersonal relations and effective communication.
- Ability to carry out multiple tasks simultaneously.

6. DEADLINE AND COORDINATION

The timeframe for execution of the implementation agreement will be 24 months.

To comply with the proposed outputs, the implementing partner will carry out its work with the Regional Project Coordinator, who will facilitate contact with the technical team of IUCN ORMACC and IUCN SOUTH.

7. PAYMENT TERMS AND BUDGET

The budgetary funds allocated to the implementation agreement may only be used to cover the expenses necessary to achieve the project's objectives, specified in the budget and approved by IUCN.

Subject to receipt of funds from the DONOR, IUCN will disburse to the implementing partner the budgeted funds for expenditures incurred in accordance with the Budget and incurred prior to the expiry date. However, this amount may be modified in accordance with Donor priorities and/or any changes in the budget and activities of the Project.

IUCN will not reimburse or otherwise cover expenditures in excess of the Budgeted Funds which do not adhere to the approved budget or to the internal control and administrative procurement standards agreed to in this Agreement. If the implementing partner should gain access to additional funds from another source for the same purpose as the agreement, the implementing partner will immediately notify IUCN in writing.

IUCN will make the following disbursements:

An initial payment upon signature by both Parties of this Agreement and submission of the payment request. Since disbursements to the implementing partner are subject to donor disbursements, IUCN will not process disbursements until funds have been received from the Donor and in accordance with the amount defined in the submitted project cash and expenditure report.

Subsequent payments will be made upon the submission and approval by IUCN of technical reports and financial reports in which the execution of at least 70% of payments made previously is verified and supported. IUCN may limit or suspend disbursements in the event of inconsistencies and ineligible expenditures in financial reporting.

The final disbursement, equal to no less than ten percent (10%) of the Budgeted Funds, will be withheld, and payment will be executed once the implementing partner submits and IUCN accepts in writing the narrative technical report and financial report for the last quarter to be reported. If a situation of illiquidity is demonstrated (through Financial Statements and bank statements), monthly financial reports will be submitted that demonstrate execution of at least 70% for the next capital disbursement and with a withholding of 5% for the last report.

The implementing partner must open a bank account in US dollars, exclusive to this project, with a reputable commercial bank in the country of tax residence. Transfers to the authorized bank account will be made in the amount of planned expenditures for a period of one quarter. The account(s) must maintain a positive balance.

The implementing partner is responsible for payment of all taxes required by law in connection with this Agreement. Only taxes that cannot be claimed by the implementing partner will be accepted as eligible costs.

All Budget Funds provided under this Agreement in dollars that are converted to local currency must be exchanged at the best available rate through the channels authorized by applicable laws and regulations.

Transactions must be verified by bank receipts or any other supporting documentation to prove the legality of such transactions.

8. TECHNICAL AND FINANCIAL REPORTING

The Contractor must submit narrative technical reports and financial reports by the dates set forth in the implementation agreement, in the format specified by IUCN.

Disbursements of budgeted funds will be made upon the presentation and approval by IUCN of technical reports and financial reports in which execution of at least 70% of the payments previously made is verified and supported.

Reports must be produced in Spanish.

9. INTELLECTUAL PROPERTY

All Intellectual Property rights conceived or realized by the Consultant or Consulting Company in the course of providing the services will belong to IUCN.

ANNEX 2:
DECLARATION OF UNDERTAKING
Consultancy for "< INSERT NAME>"

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

Registered Name of Organisation (the
"Organisation"):

Registered address (including
country):

Year of Registration:

I hereby authorise IUCN to store and use the information contained in the attached Proposal. 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 authorized by each Data Subject to share this data with IUCN for the stated purposes.

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 conflict of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts 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's sole discretion, be negatively affected by such conflicts of interest.
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 or other legal requirements related to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, U.S. 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 in 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 Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse or sexual harassment.

<Date and signature of the authorised representative of the > Organisation

<Name and position of the authorised representative of the Organisation>

ANNEX 3: DUE DILIGENCE AND FINANCIAL CAPACITY QUESTIONNAIRE

Due Diligence and Financial Capability Questionnaire

In order that IUCN may ascertain your capacity to administer funds received, you are kindly requested to complete all questions contained within this due diligence and financial capacity questionnaire.

All information you submit will be treated confidentially and will not be disclosed to third parties unless required by law. IUCN will keep the information provided in this Questionnaire for five years and will use it exclusively to determine your organisation's capacity and eligibility to receive grant funding from IUCN.

If your organisation is a public body, please ignore questions marked with an asterisk (*).

1. ORGANISATION INFORMATION

a. Official name of the organisation

--

b. Type of organisation:

Please tick the most appropriate option in each column:

- | | |
|--|---|
| ☐ For-profit
☐ Not-for-profit / NGO
☐ Government agency | ☐ Incorporated company
☐ Limited liability company
☐ Sole proprietary company
☐ Partnership
☐ Registered charity
☐ Community Network
☐ Other (<i>please specify below</i>) |
|--|---|

--

c. Founding documents:

- i. In what country is your organisation constituted by an appropriate instrument of national law? Provide a copy of statutes or similar founding document, for example, a decree by public bodies.

Country	Title of the founding document

- ii. Please confirm that you can operate in the project country(ies) and provide supporting documentation (for example, memorandum of understanding or letter of endorsement from a relevant government agency)¹

Country	Name of the incorporation document

¹ Please note that if you expect to be working with IUCN on projects other than the current one, you may wish to add countries not relating to this project and the relevant documentation, to avoid having to update the questionnaire each time.

- d. Ownership details (applicable to "For Profit" organisations only).

Please indicate the names of owners and percentage (%) of ownership below:

2. GOVERNANCE*

- to. Governing Body:

Please indicate whether the organisation is governed by:

- | | |
|--|--|
| ☐ Board of Directors | ☐ Executive Committee |
| ☐ Other
(please specify) | ☐ No governing body |

- b. Is the governing body responsible for financial oversight of the organisation?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

3. LEGAL*

Regulatory filings:

Is the organisation currently fully compliant and up to date with all tax, registration and social security obligations?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

If not, please provide further details:

NOTE: If the proposed contract is with one of the following IUCN offices, please provide certification of tax and social security compliance:

ORMACC - Regional Office for Mexico, Central America and the Caribbean
SUR - Regional Office for South America

4. FINANCIAL

- to. Audit:

Does the organisation have an annual audit conducted by an independent external auditor or by an internal auditor for public bodies?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

If yes, please provide a copy of the latest auditor's annual report and management letter. *If the audit report does not relate to the most recent financial year, please explain why.*

If you do not have an independent annual audit, or if your independent audit report does not include your Financial Statements:

- i. Does the Organisation prepare annual financial statements?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

If not, please provide an explanation:

- ii. Provide a copy of the organisation's annual financial statements covering the past two years.

b. Financial principles and systems:

i. What computerized accounting software system does the organisation use?

ii. Does the organisation's accounting system separately record and track income and expenditure for each individual project, grant, or contract?

☐ Yes ☐ No
iii. Does the organisation have written policies for the following – *please provide copies or web link*:

Accounting	☐ Yes	☐ No
Procurement and contracting	☐ Yes	☐ No
Code of conduct, ethics, bribery and corruption (including coverage of conflict of interest)	☐ Yes	☐ No

c. Debt:*

Does the organisation have any debt relating to:

Bank loans	☐ Yes	☐ No
Bank overdraft	☐ Yes	☐ No
Other debt	☐ Yes	☐ No

If yes, please provide details:

d. Insurance:*

Tick the insurance policies and level of coverage the organisation has below:

Third party liability	☐ Amount:
Office building	☐ Amount:
Vehicles:	☐ Amount:
Other insurance:	☐ Please provide details:

an d. Bank accounts and funds control:*

i. Does the organisation have any bank accounts held in the name of individuals (instead of the name of the organisation)?

☐ Yes ☐ No

If yes, please provide details:

ii. Are at least 2 bank signatories required on all payments above a certain value as determined by the organisation's policy?

☐ Yes ☐ No

Please provide details below, including of any alternative bank and/or payments controls:

iii. Will any grant funds be kept outside of a bank account?

☐ Yes ☐ No

If yes, please explain the amount of cash to be kept and the name and position/title of the person responsible for safeguarding cash.

f. Financial Capacity

- i. State below the operating budget for the past two financial years and the estimate for the current year in your organisation's reporting currency.

	Currency	Operating budget
This year		
Last year		
Two years ago		

- ii. Has your organisation received funding from governments or multilateral institutions in the past two years? *

☐ Yes ☐ No

- iii. What percentage of the organisation's annual income is provided by grant funding? *

☐ 0-50% ☐ 76-95%
☐ 51-75% ☐ >95%

- v. List your main donors over the past two years: * (amounts and for how long).

--

5. MANAGEMENT & PERSONNEL

to. Financial personnel:

Are financial transactions recorded into the organisation's financial system and overseen by:

☐ Qualified, full-time financial staff ☐ Non-finance personnel
☐ Qualified, part-time financial staff ☐ External (other than staff)

- b. Indicate the total number of full-time staff employed by the organisation.

☐ >50 ☐ 1-5
☐ 6-50 ☐ 0

- c. Personnel time management recordkeeping

Does the organisation have a staff timesheet recordkeeping system?

☐ Yes ☐ No

If yes, please provide a copy of your organisation's timesheet form.

6. INTERNAL CONTROL and RECORDS KEEPING

- a. Do you have established prior approval procedures for major purchases?

☐ Yes ☐ No

- b. Do you keep invoices and vouchers for all payments made out of grant funds?

☐ Yes ☐ No

- c. Will your organisation be able to keep accounting records that include invoices, vouchers, and timesheets for at least ten years after the final financial report is submitted?

☐ Yes ☐ No

- d. Briefly describe your organisation's system for filing and keeping supporting documentation.

--

and Does your organisation have adequate segregation of duties?
d.

i. Does the person who makes entries into the accounting system also prepare the payments?

☐ Yes ☐ No

ii. Does the person who makes entries into the accounting system also approve the payments and is he/she a bank account signatory?

☐ Yes ☐ No

iii. Is the person who manages a procurement process sometimes also the recipient of the goods/services?

☐ Yes ☐ No

If your answer is "yes" to any of the above, please provide an explanation of how your organisation mitigates the associated risks.

7. RELATIONSHIPS

to. Is the organisation a member of IUCN?

☐ Yes ☐ No

b. Has the organisation previously worked with IUCN?

☐ Yes ☐ No

If yes, please provide details below:

Checklist: Additional Documentation Requested

To help ensure your evaluation request is complete, the following checklist of additional documents that you may be asked to provide is shown below.

Please tick boxes for additional documents that will be submitted attached to this evaluation form.

- | | | |
|--------------------------|-----------|---|
| ☐ | 1(c)(i) | Articles of incorporation, constitution, statutes, government decree, as applicable, etc. |
| ☐ | 1(c)(ii) | Organisation in-country registration certificate (if applicable) |
| ☐ | 3 | Certification of tax and social security compliance (if required) |
| ☐ | 4(a) | Audit report and annual financial statements. |
| ☐ | 4(b)(iii) | Accounting, procurement and code of conduct policies |
| ☐ | 5(c) | Timesheet form |

IUCN may request additional documents or information based on the nature of the project and answers the organisation provided above.

CERTIFICATION STATEMENT:

"I, the undersigned, hereby certify that I am authorised to represent the organisation, and that all facts and information provided in this Due Diligence and Financial Capacity document are true and correct without omission, error, or mis-statement.

I understand and agree that should the information provided in this Due Diligence and Financial Capacity document subsequently change, IUCN will be informed in writing of any such change.

I further understand and accept that IUCN may at its sole discretion amend or terminate any grant or funding agreement awarded to the applicant if any information contained in this document is false or inaccurate.

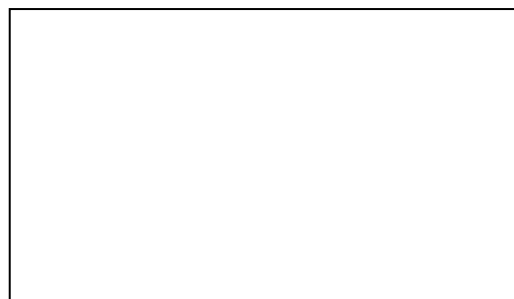
I confirm that the organisation and its staff and representatives are free from any real or perceived conflicts of interest with regards to IUCN and its mission. The organisation agrees to declare to IUCN any real or perceived emerging conflicts of interest it or any of its staff and representatives may have concerning IUCN. The organisation acknowledges that IUCN may terminate any contracts with the organisation that would, at IUCN's sole discretion, be negatively affected by such conflicts of interest."

_____ (Signature)

Name:

Position:

Date:



Organisation seal

Project Number	
Award Number	



ANNEX 4: Draft Implementing Agreement

IMPLEMENTING AGREEMENT (the "Agreement")

between

IUCN, International Union for Conservation of Nature and Natural Resources (hereafter "IUCN"), an association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Costa Rica through its Regional Office for Mexico, Central America and the Caribbean, represented by its Regional Director, Úrsula Parrilla Artiaguina, of legal age, Guatemalan, Master in International Public Policies, with Personal Identification Document with Unique Identification Code number two thousand five hundred and seventy seven space forty seven thousand two hundred and twenty two space zero one (2577-47222-0101), issued by the National Registry of Persons of the Republic of Guatemala;

And

[INSERT FULL LEGAL CORPORATE NAME OF THE OTHER PARTY] established and existing under the laws of [name of country], with [headquarters/offices] located at [full office address] (hereinafter the "Contractor"), represented by [Name, position and ID number]

IUCN and the Contractor shall be referred to herein each as a "Party" and together as the "Parties".

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 [insert name of donor] (hereafter the "Donor") for the implementation of [name of project]; hereinafter the "Project".

Whereas IUCN has selected the Contractor for [please set out reasons leading IUCN to select this Contractor].

And Whereas the Contractor is willing to accept the obligations set forth hereunder and acknowledges that any continuation of this Agreement and any payment are subject to the availability of Donor funds.

Now therefore the Parties agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is the implementation by the Contractor of the [name of the project] (the "Project") which is described in more detail in the Project Document attached to this Agreement as **Annex 1**, as well as, to regulate the terms and scope of the cooperation agreed between the Parties, under the understanding that each Party maintains its autonomy and institutional identity and that none can establish commitments in the name of the other. Both Parties state that there is no labour relationship

under any circumstances between IUCN and the Contractor. The personnel designated by the Contractor for the development of the activities of this Agreement, are not considered employees of IUCN.

1.2 The performance of this Agreement shall be carried out by [name of specific person(s) employed by the Contractor] (the "Key Personnel"), it being understood that selection and substitution of any Key Personnel shall be approved in advance by IUCN in writing.

2. TERM

This Agreement shall come into effect on the date of signature by both Parties (the "Effective Date") and shall remain in full force and effect until [specify the date on which the Agreement will expire] (the "Expiration Date"), unless terminated or extended in accordance with articles 17 and 20.5 below, respectively.

3. TASKS AND DELIVERABLES

Tasks to be performed and/or deliverables to be delivered by the Contractor (hereafter the "Tasks" and "Deliverables"), together with the relevant schedule for their completion and delivery, are set out in [name of Annex] attached to this Agreement as **Annex [insert annex number]**.

4. PAYMENT TERMS AND CONDITIONS

4.1 The budget for this Agreement is set forth in the [name of document] attached as **Annex [insert annex number]** to this Agreement (the "Budget"). The Budget Funds (as defined under article 4.2 below) shall only be used to cover the expenditures which are necessary to achieve the objectives of the Project, that are detailed in the budget and approved by IUCN.

4.2 Subject to the receipt of funding by the Donor, IUCN shall pay to the Contractor a maximum total amount of [currency+amount in numbers followed by the amount written out in words] (the "Budget Funds") for expenditures in accordance with the Budget and incurred on or prior to the Expiration Date. Nonetheless, Budget Funds can be modified in accordance with the Donor's priorities and / or any changes in the Project's budget and activities.

4.3 Any expenditure over and above the Budget Funds shall not be reimbursed or otherwise covered by IUCN that do not adhere to the approved budget or the rules of internal control and administrative contracting agreed upon in this Agreement. If resources additional to the Budget Funds are made available to the Contractor for the same purpose from any other source, the Contractor shall immediately inform IUCN in writing.

4.4 IUCN shall make the following payments:

4.4.1 Initial Instalment

An Initial Instalment of [currency+amount in numbers] [(amount written out in words)] upon signature of this Agreement by both Parties and submission of an advance payment request. The amount of the Initial Instalment should be sufficient to cover the first reporting quarter in accordance with article 7.3.2.i. As disbursements to the Contractor are subject to the disbursements from the Donor, IUCN will not process the transfer until the funds have been received from the donor and in accordance with the amount defined in the cash and project expenses report submitted.

4.4.2 Quarterly/Subsequent Payments

[Quarterly/Subsequent payments] subject to article 4.4.3, they will be made upon the presentation and approval by IUCN of the technical reports and the financial reports in which the execution of at least 70%

of the payments previously made is verified and supported and as indicated in point 7.3.2.i and in accordance with the expected amount defined in the [monthly/quarterly] report submitted. IUCN may limit or suspend disbursements in the event of inconsistencies and ineligible expenditures in the financial reports as indicated in Article 7.6.

4.4.3 Final Instalment

A Final Instalment equal to no less than ten percent (10%) of the Budget shall be withheld until the Contractor's delivery and IUCN's written acceptance of the Final Financial Report (7.3.2.ii) and the Final Technical Report (7.3.1.iii)

4.5. The Contractor must open a bank account in local currency and/or US dollars, exclusively for this project, with a commercially renowned bank in the country. Transfers to the authorized bank account will be made for the amount of the planned expenses for a period of one [month/quarter]. The account(s) must maintain a positive balance.

4.6. IUCN will make payments to the bank account in the name of the Contractor (legal personality) and that will be opened in the name of the Contractor, in the place where the Contractor 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]

[if there is an international correspondent bank, the same information must be provided for that bank as well].

4.7. The Contractor must confirm each payment received in accordance with this Agreement and within seven (7) days of receipt and shall bear any bank charges associated with any transfer of funds that IUCN may make hereunder.

4.8. Funds (including any interests thereon) that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within thirty (30) days following either of such dates, as applicable and Contractor shall reimburse IUCN for any disallowed or non-eligible expenditures.

4.9. All expenses must be reported in accordance with the approved budget according to Annex [insert Annex number] of this Agreement.

4.10 Any re-allocation of funds between/amongst Budget lines will be permitted only upon IUCN's prior written approval, to be given in each instance at IUCN's sole discretion.

4.11. Upon expiration or termination of this Agreement, the Contractor will maintain all financial records related to this Agreement for a period of ten (10) years and will make them available to the Donor, IUCN and/or external auditors at any time for inspection.

4.12. The Contractor is responsible for the payment of all taxes, as required by law, which may arise from or in connection with this Agreement. Only taxes incurred for the performance of this Agreement that cannot be reclaimed by the Contractor will be accepted as eligible costs.

4.13. The Contractor must ensure that the financial reports defined in article 7.3.2 are easily reconcilable with the accounting and recording systems of accounting books and other relevant records. To this end, the Contractor shall prepare and maintain the appropriate reconciliations, inventories, backup schedules, analysis and breakdowns, and any other actions for inspection and verification. These reconciliations must be updated at least monthly.

4.14. All Budget Funds provided under this Agreement in [insert currency] that are converted to local currency must be exchanged at the best available rate through channels authorized by applicable laws and regulations. Transactions must be verified by bank receipts or any other supporting documentation to prove the legality of such transactions.

5. PROCUREMENT, TRAVEL AND SUBCONTRACTING

5.1 All procurement of goods, materials and equipment, if any, under this Agreement shall be made in accordance with the following conditions:

- a) Purchases of goods with a value of less than USD 5,000 (five thousand dollars) can be made directly. The requirements for the purchase of the good or contracting of the service must be clearly described in the Terms of Reference. Competitive bids are not required. The exception of competitive bidding for purchases of USD 5,000 (five thousand dollars) or less does not apply to the purchase of equipment. All equipment purchases require a minimum of 3 offers.
- b) Contracts for services with a value of less than USD 5,000 (five thousand dollars) can be made directly. The service requirements must be clearly described in the Terms of Reference. The selection must be supported through the presentation of the technical, financial proposal, CV and declaration of interest of the person identified to provide the service.
- c) Purchases of goods with a value greater than USD 5,000 (five thousand dollars) but less than USD 25,000 (twenty-five thousand dollars) must be based on written quotations received from at least three potential suppliers. The requirements for the purchase of the good must be clearly described in the Terms of Reference. The Contractor will disclose the ToR through the means at its disposal (web pages, social networks, supplier lists, etc.) to obtain the minimum required quotes. The quotes received must include the price, description, and quantity of the products, as well as the time and place of delivery. The quotes must be evaluated using comparative tables where the selection made is widely and adequately justified.
- d) Contracts for services greater than USD 5,000 (five thousand dollars) but less than USD 25,000 (twenty-five thousand dollars) must be based on exhaustive Terms of Reference that specify in detail the necessary qualifications of the subject and the expected results. The Contractor will disclose the ToR through the means at its disposal (web pages, social networks, contact lists, etc.). Technical and financial proposals, declarations of interest and CVs from at least three firms or potential individuals must be received. All service contracts must be based on a written document (contract) that includes fixed products, terms, and specific payment conditions. The technical and financial proposals must be evaluated using evaluation charts where the selection made is widely and adequately justified.
- e) Purchases of goods and contracts for services with a value of USD 25,000 (twenty-five thousand dollars) or more, but less than USD 100,000 (one hundred thousand dollars) are subject to formal competitive bidding procedures. The selection of providers to receive the Terms of Reference must be done in a way that guarantees the integrity of the process and the trust of all users, providers and other interested parties. The Contractor will disclose the ToR through the means at its disposal (web pages, social networks, contact lists, etc.). Such purchases or contracts are only permitted with the prior written authorization of the IUCN Project Coordinator. The IUCN-ORMACC Procurement Officer will validate the process prior to any award.

The selection of suppliers or proponents will be determined according to rational economic criteria, such as the supplier's experience in providing the required goods or services, the

supplier's ability to provide the goods or services within the required deadlines, the reliability, and the technical capacity of the supplier.

The Terms of Reference must specify the evaluation criteria that will be applied when selecting the proposal. Where applicable, the relative weights assigned to these criteria should also be specified. As a minimum, it must be indicated for each criterion if it is of High, Medium or Low importance. Proposals must be evaluated through evaluation tables where the selection made is widely and adequately justified.

The Terms of Reference, in the case of contracting services, must indicate that the technical and financial proposals must be presented in separate documents.

- f) Purchases of goods and contracting of services with a value greater than USD 100,000 (one hundred thousand dollars) can only be carried out by IUCN following its guidelines.

5.2 The procurement value shall be determined by considering the total expected value of the procurement (including reimbursement of travel-related expenses) and should not be based on subdivision of the procurement into lower value amounts. Deliberately dividing a single procurement into smaller amounts to circumvent calling for proposals will be considered a breach of this procedure.

5.3 If IUCN identifies mis-procurement in any process carried out by the Partner, IUCN will cancel the portion of the grant allocated for the goods, works or services that have been mis-procured.

5.4 International travel will be carried out only when necessary, with the prior written approval of IUCN and the Donor if required, and using the most economical means. Air transportation must be in economy class and have three quotes, if possible. The hotels and food rates will be defined by the IUCN or Donor's per diem table if so defined.

5.5 The selection of personnel and sub-contracts to work under this Agreement shall be included in the budgets agreed with the Contractor and IUCN. For this purpose, the Contractor must comply with the requirements and obligations according to the labor law of the country. Those subcontracts or services that have not been authorized in advance in the budgets will require the prior written authorization of IUCN.

5.6. The Contractor must ensure that its sub-contractors are aware of and comply with the terms of this Agreement that are related to their contracting or may affect it.

6. OWNERSHIP OF EQUIPMENT AND MATERIALS

Any and all equipment and materials purchased with the Budget Funds provided under this Agreement shall remain IUCN's property at any time and shall be retained, returned or disposed of as decided and advised in writing by IUCN at the expiration or termination of the Agreement. The Contractor shall maintain an inventory of all such equipment and materials with an individual cost of five hundred US Dollars (USD 500) or over and submit a signed copy of the inventory to IUCN with the final financial report, or promptly at any time upon IUCN's request, or upon expiration or termination of the Agreement.

7. COMMUNICATION, REPORTING AND AUDIT

7.1 All correspondence in connection with the implementation of this Agreement (excluding notices as per article 18 below) must be directed as follows:

IUCN

Name:	
Position	
Address:	
Phone:	
E-mail:	

Contractor

Name:	
Position	
Address:	
Phone:	
E-mail:	

7.2 The Contractor shall promptly inform IUCN of any event or matter of which it becomes aware that, in its opinion, is likely to materially affect or interfere with or seriously hinder or impair its ability to perform any of its obligations under this Agreement.

7.3 Reporting requirements of the Contractor are as follows and should be consistent with the reporting format specified by IUCN:

7.3.1 Technical Reporting

- i. First Technical Report: The Contractor shall provide to IUCN the First Technical Report which shall consist of [please include requirements] at the latest on [date].
- ii. Second Technical Report: The Contractor shall provide to IUCN the Second Technical Report which shall consist of [please include requirements] at the latest on [date].
- iii. Third and Final Technical Report: The Contractor shall provide to IUCN the Third and Final Technical Report which shall consist of [please include requirements] at the latest on [date].

7.3.2 Financial Reporting

- i. Financial Progress Reports. The Contractor shall submit Financial Progress Reports on the third (3) day of the month following the reporting period, in the format specified by IUCN as provided.
- ii. Final Financial Report. The Contractor shall submit a Final Financial Report within thirty (30) days following the expiration or termination of this Agreement. This report shall be submitted in the format specified by IUCN as provided.
- iii. The Contractor shall submit attached to the financial reports all the physical and supporting documentation of the reported expenses according to the list of Supporting Documentation indicated in the Annex [insert number of the Annex].

7.4 The Contractor must keep financial and statistical records, supporting documents, and all other supporting documents pertinent to this Agreement, using generally accepted accounting principles and where all direct and indirect costs of any nature that refer to transactions are substantiated. related to budget funds provided by IUCN under this Agreement. All expenses must be recorded in the year in which they were incurred or accrued, since IUCN is governed under the accounting framework of Swiss law.

7.5 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 Contractor 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 Contractor reasonable prior written notice. Further, the Contractor agrees to include a similar right of IUCN or the Donor to audit records and interview staff in any subcontract related to performance of this Agreement.

7.6 If any audit, by IUCN or the Donor reveals that expenditures incurred by the Contractor are not consistent with the terms of this Agreement, IUCN shall be entitled to recover all such expenditures.

8. PROPERTY OF RESULTS, INTELLECTUAL PROPERTY RIGHTS AND ACKNOWLEDGEMENTS

8.1 Property of results

8.1.1 All notes, computer disks and tapes, memoranda, correspondence, records, documents, data, datasets, graphic, audio and visual materials and other tangible items made, used or held by the Contractor in the course of implementation of this Agreement (the "Results") will be and remain at all times the property of IUCN. At any time, even after the expiration or termination of this Agreement, the Contractor shall, upon request, promptly deliver to IUCN all such tangible items which are in his possession or under his control and relate to IUCN and he may not make or retain copies.

8.1.2 The Contractor shall, when providing the Tasks and/or Deliverables relating to Intellectual Property, keep appropriate and sufficient invention records in a form agreed with IUCN.

8.2 Intellectual Property rights

8.2.1 Intellectual Property Rights are any and all rights and prerogatives, registered or not, derived from Swiss and international Legislation on the protection, in particular of patents, designs, trademarks, practical knowledge ("know-how") and trade secrets.

8.2.2 A Party's Pre-existing Intellectual Property ("Pre-existing Rights") of a Party means any right, title and interest in or under any Intellectual Property that was conceived or developed by such Party before the Effective Date of this Agreement or that is conceived or developed by such Party at any time entirely 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 Contractor hereby grants IUCN a non-exclusive, worldwide, perpetual, royalty-free and sublicensable license to use the Pre-existing Rights incorporated in the Results. The Contractor will ensure that it obtains all permissions and rights to use Intellectual Property belonging to third parties, which is necessary to implement this Agreement.

8.2.3 All intellectual property rights, including copyright, in Results produced under this Agreement belong to IUCN, and Contractor hereby assigns and agrees to assign to IUCN, with full warranty of title, all the rights to any intellectual property resulting from the application of this Agreement for the entire duration of such rights, including, without limitation, the right to use, publish, license, translate, sell or distribute, privately or publicly, any article or part thereof, anywhere in the world that is enforceable.

8.2.4. IUCN will grant Contractor a non-exclusive, worldwide, royalty-free, educational, non-commercial license to use the intellectual property rights generated during the term of this Agreement.

8.3 Acknowledgements

8.3.1 The Contractor represents and warrants that it has all the necessary rights, licenses or authorisations enabling him to perform this Agreement including but not limited to the right to provide the Work to IUCN for all the purposes provided for under the Agreement.

8.3.2 In addition to the Results and Deliverables, all other events and outputs in connection with this Agreement shall acknowledge the support from IUCN [and the Donor]

8.4 Notwithstanding article 8.3.2 above, use of IUCN's name and logo for any purpose in connection with this Agreement requires prior written approval from IUCN in each instance of use and shall always conform to IUCN's Brand Book to be provided by IUCN to the Contractor further signature of this Agreement by both Parties.

8.5 The Contractor shall indemnify IUCN from and against any and all claims, suits, liabilities, damages or expenses (including reasonable legal fees) arising out of the Contractor's infringement or violation, or allegations thereof, of any third party's intellectual property rights in connection with this Agreement.

9. DISCLOSURE OF INFORMATION

9.1 "Confidential Information" means any and all tangible or intangible information, privileged or proprietary information or trade secrets given to one Party by or on behalf of the other Party and explicitly designated, either orally or in writing, as confidential, either at the time of disclosure or, if disclosed orally, confirmed in writing within thirty (30) days following the original disclosure, including, without limitation:

9.1.1 Customer lists, services, products, manuals, business methods and practices;

9.1.2 Proprietary software, hardware, firmware and documentation owned by either Party, or owned by third parties but developed, produced or distributed by either Party subject to relevant licenses.

9.1.3 Processes, prices, profits, contract terms and operating procedures, and compilations of data or information.

9.2 Either Party shall keep confidential and not disclose to any third party any Confidential Information of the other Party.

9.3 The Confidential Information shall remain the property of the disclosing Party, and the receiving Party agrees to use it only for the purpose of performing its obligations under this Agreement.

9.4 Confidential Information as defined in this article 9 shall not include information which:

9.4.1 Was in the public domain at the time of its receipt by the receiving Party;

9.4.2 Was at the time of its receipt already in the receiving Party's possession or known to the receiving Party and not qualified as Confidential Information;

9.4.3 Becomes part of the public domain after its receipt by the receiving Party, but not through a breach of this Agreement by the receiving Party or the receiving Party's employees; or

9.4.4 Is rightfully given to the receiving Party by a third party on a non-confidential basis.

9.5 The Receiving Party will disclose the Confidential Information of the other Party only to employees or independent Contractors who have a direct and necessary relationship in the performance of this Agreement and who are bound to the Receiving Party with obligations equally strict as those mentioned in this Agreement. . The Receiving Party is responsible for ensuring that none of such employees or Independent Contractors breach such confidentiality obligations.

9.6. Notwithstanding the above requirements, IUCN shall have the right to publish the following information on the IUCN Open Project Portal (Portal) as well as on the International Aid Transparency Initiative (IATI) Register: a) Project name, description and objectives; b) Total budget and schedule of the project; c) Name of the DONOR; d) Contractor(s) Implementers; e) Receiving country; f) Contribution of the project to IUCN program goals and the Sustainable Development Goals and g) Budget and annual expenses. In a second phase, the Portal will publish additional information as follows: a) Results of the project; b) Acquisition of

goods and services; c) Social and environmental safeguards. For clarification purposes, it is noted that this Agreement and/or subsequent agreements entered between the Parties will not be shared publicly.

10. INDEMNIFICATION

10.1 IUCN will not be responsible and does not accept responsibility for any damage caused or suffered by the Contractor, including any damage caused to its employees and/or third parties because of, or during, the implementation of the project or the implementation of this Agreement.

10.2 The Contractor will indemnify and hold harmless IUCN, its employees, agents or sub-Contractors, from all lawsuits, demands, prosecutions, liability of any nature or kind, whether in contract, tort or otherwise, as well as costs and expenses (including legal fees), arising from the actions or omissions of the Contractor or its employees, agents, officers, directors or sub-Contractors, in the performance of this Agreement. Such indemnity shall not lapse upon expiration or termination of this Agreement.

11. INSURANCE

11.1 The Contractor shall procure and maintain, until all its obligations under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance shall cover at least general commercial liability, business automobile liability, workers' compensation, and employer liability. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. IUCN in no way warrants that such insurance is sufficient to protect the Contractor from liabilities that might arise out of the performance of this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

11.2 Written proof, satisfactory to IUCN, of the Contractor's compliance with requirements of article 11.1, shall be promptly furnished to IUCN upon IUCN's request.

12. ENVIRONMENT AND SOCIAL MANAGEMENT SYSTEM

12.1 IUCN has developed and implemented the Environmental and Social Management System (ESMS) which serves as a guide for all projects implemented and supported by IUCN. The purpose of the ESMS is to systematically review projects to analyze possible environmental and social risks and identify methods to avoid, minimize or mitigate them while increasing positive impacts.

12.2 In the context of the implementation of the Agreement, the Contractor shall abide by the ESMS Rules and Principles, attached as Annex XX to which, by signing this Agreement, the Contractor confirms that it has reviewed and accepted and will comply with the specific requirements indicated in the ESMS assessment and authorization report, including, as appropriate, measures to manage environmental and social risks and impacts, information disclosure, stakeholder engagement, and redress of complaints. When the indigenous peoples standards are activated, the Contractor shall comply with the measures to implement this Policy specified in the ESMS evaluation and approval report, including, as applicable, free, prior and informed consent, meaningful consultation, information disclosure, stakeholder engagement, and redress of complaints.

13. NON-DISCRIMINATION AND POLICY TO PROTECT AGAINST SEXUAL EXPLOITATION, SEXUAL ABUSE AND SEXUAL HARASSMENT (SEAH POLICY)

13.1 IUCN recommends that the Contractor apply non-discriminatory practices in terms of benefits and remuneration for both men and women hired for the execution of this Agreement.

13.2 The Contractor will comply with the principles and protection standards equivalent to those stipulated in the SEAH Policy, Annex XX.

14. FRAUD, CORRUPTION AND ETHICS

14.1. The Contractor shall comply with the principles and standards of conduct that are equivalent to those stipulated in Section 4 of the Code of Professional Conduct and Ethics for the Secretariat, attached to this Agreement as **Annex XXX**, and confirms that they have been reviewed and accepted by signing this Agreement.

14.2. The Contractor will take all necessary measures to prevent any situation in which the impartial and objective application of the Agreement is compromised for reasons of economic interest, political or national affinity, family or emotional ties or any other shared interest.

14.3. The Contractor represents and warrants that there are no potential or actual conflicts of interest in connection with the application of this Agreement. If, in the course of this Agreement, the Contractor becomes aware of facts that constitute or may give rise to a conflict of interest, the Contractor shall promptly inform the IUCN Contact Person in clause 7.1 in writing. The Contractor shall immediately take all necessary measures 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 period.

14.4. The Contractor will take all necessary precautions to avoid fraud and corrupt practices in the implementation of this Agreement. The Contractor will comply with the standards of conduct equivalent to those stipulated in the IUCN Fraud Prevention Policy, attached to this Agreement as **Annex XXX**, which, by signing this Agreement, he confirms that he has reviewed and accepted.

14.5. The Contractor will cooperate fully in any investigation related to the events contemplated in this clause that may be carried out by IUCN and/or the DONOR and will give access to all records (and to its personnel if applicable) in case this is necessary to support investigations of allegations of fraud or corruption. IUCN reserves the right to take any necessary legal action and/or terminate the Agreement in accordance with clause 17 if it determines that fraud, corruption and/or unethical behavior has occurred. Any claim for reimbursement may also include interest, investment income, or any other financial gain obtained because of the fraud.

15. REPRESENTATION AND WARRANTIES

15.1 The Contractor guarantees compliance, always, with all laws that apply in the jurisdiction in which the Contractor maintains its operations or in which it carries out activities related to this Agreement, including, but not limited to anti-bribery, labor and tax legislation.

15.2 The Contractor guarantees that it is legally registered and authorized to conduct business, and/or that it has obtained all necessary permits and licenses to carry out the activities related to this Agreement in the jurisdiction of implementation of the Agreement and that it is granted to IUCN the rights described in Section 8 (Ownership of Results, Intellectual Property and Acknowledgments).

15.3 The Contractor guarantees that no part of the Budget Funds will be provided or used to support individuals and organizations associated with terrorism identified in any sanctions list published by the European Union, the United States Government, the Security Council of United Nations or other relevant agency or body.

16. PROCESSING OF PERSONAL DATA

16.1 The Parties agree that the personal data they exchange with each other, including, but not limited to, names, address, email, telephone, fax, signature, job title, gender ("Personal Data") may be processed, shared, and used exclusively for the purposes and in connection with the implementation of this Agreement. The Parties shall comply with their applicable obligations under the Data Privacy Laws (any Laws or Regulations relating to the processing, privacy or use of Personal Data as applicable when processing Personal Data in the context of this Agreement).

16.2 The Parties agree that the processing of Personal Data will be carried out in accordance with the terms of this Agreement and applicable law. In particular, the Personal Data will be processed in a way that ensures the security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organizational measures.

16.3 In the event that Personal Data is transferred to jurisdictions, which may not offer an adequate level of protection, the Parties will take the necessary steps to provide adequate safeguards in accordance with Data Privacy Laws. The Parties have implemented all appropriate security measures to protect Personal Data against (i) accidental, unlawful or unauthorized destruction (ii) loss, (iii) alteration, (iv) disclosure or (v) access (including remote access) and will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer or processing, beyond what is strictly necessary for the performance of this Agreement.

16.4 The Parties may grant their staff access only to personal data that is strictly necessary to implement, manage and monitor their tasks within the Project. The Parties must also ensure that any provision of personal data to any other party is legitimate and complies with Data Privacy Laws. The Parties will ensure that the persons authorized to process the personal data have undertaken to maintain the confidentiality of the personal data. If, in the course of implementing this Agreement, a controller-to-processor or sub-processor relationship is created, the Parties undertake to enter into an appropriate data processing agreement that complies with Article 28 of the Regulations. General Data Protection (GDPR). Requests related to the processing of personal data will be sent to IUCN through the online form available at the link: (<https://portals.iucn.org/dataprotection/requestform>).

17. TERMINATION AND EFFECTS OF TERMINATION

17.1 Termination for cause

17.1.1. 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"); which are attached to this contract and are an integral part of it.
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world

17.1.2. 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, reserving IUCN the right to collect them, even through the courts.

17.2. Termination for lack of Donor funds

17.2.1. 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.

17.3. Termination for force majeure

17.3.1 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.

17.3.2 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.

17.3.3 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.

17.3.4. 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 clause 17.3.

17.4. Termination Causes

In case of termination of the Agreement, as indicated in article 17, the Contractor, within thirty (30) days of the termination of the Agreement and at the request of IUCN shall:

17.4.1 to the extent possible, complete the tasks and deliver the products subject to the budgetary funds disbursed until the date of termination and stop all activity in progress under this Agreement.

17.4.2 reimburse IUCN for any advance payments received in excess of the total amount of expenses incurred under this Agreement and as evidenced by invoices submitted to IUCN.

17.4.3 reimburse IUCN for all expenses incurred in breach of the terms approved under this Agreement.

17.4.4 submit the final financial and technical reports, as well as the materials, products, works, and other results developed as part of this Agreement to the date of its termination.

17.4.5 In the event that IUCN chooses to transfer part or all the Contractor's responsibilities for managing the Project to another institution, the Contractor will cooperate with IUCN and the other institution in the orderly transfer of responsibilities and equipment purchased with funds of this Agreement.

18. NOTICES

All notices under this Agreement shall be sent to the following representatives of the Parties:

IUCN

Name:	
Position	
Address:	
Phone:	
E-mail:	

Contractor

Name:	
Position	
Address:	
Phone:	
E-mail:	

19. APPLICABLE LAW AND DISPUTE RESOLUTION

19.1 The execution and interpretation of this Agreement shall be subject exclusively to the laws of Costa Rica, excluding conflicts of law principles.

19.2 The Parties to this Agreement will use their best efforts to resolve through dialogue any disputes arising out of the execution, implementation, and interpretation of this Agreement.

19.3 Any dispute, controversy or claim arising out of or related to this Agreement, including the validity, invalidity, breach or termination thereof, which cannot be settled by mutual agreement between the Parties, shall be resolved by arbitration in accordance with the Rules of UNCITRAL arbitration in force at the time of the mediation.

- The number of arbitrators will be one;
- The Headquarters of the arbitration will be in (City and Country);
- The arbitration procedure will be carried out in Spanish.

20. GENERAL PROVISIONS

20.1 This Agreement constitutes the entire understanding between IUCN and the Contractor and supersedes all other agreements or understandings relating to the subject matter of this Agreement.

20.2 All notices and other communications between IUCN and the Contractor required and permitted under this Agreement will be in writing, in the Spanish language and will be sent by email with the original signed and sent by priority mail pre-paid to the designated representative who as set forth in section 18. Any notice or communication sent by email will be deemed received the next business day after the day it is sent, in the recipient's jurisdiction.

20.3 The legal relationship between IUCN and the Contractor under this Agreement shall be that of Independent Contractors, and therefore neither Party shall construe this relationship as the creation of a partnership, employee-employer relationship, agency or company. between IUCN and the Contractor. Neither Party shall have any power or authority to bind and/or bind the other.

20.4 The titles of the articles mentioned in this Agreement are only used as a reference, therefore, they will not be used to interpret or affect the provisions of this Agreement.

20.5 This Agreement may only be modified by written agreement signed by the authorized representatives of both Parties.

20.6 This Agreement, and the Contractor's rights and obligations under it, shall not be assigned and/or transferred by the Contractor without IUCN's prior written consent.

20.7 IUCN shall have the right to assign and transfer any of its rights and obligations under this Agreement without seeking the prior written consent of the Contractor.

20.8 Under this Agreement, either Party waives any and all rights of set-off against any payment due and agrees to pay all sums due, regardless of any set-off or claim.

20.9 The failure of a Party to exercise or delay in exercising any right, power or privilege under this Agreement shall not be construed as a waiver of such rights or privileges; nor will the sole or partial exercise of any right, power or privilege prevent any other exercise or subsequent exercise thereof.

20.10 This Agreement is made up of this document and its corresponding annexes.

20.11 The following provisions shall survive the expiration or termination of this Agreement: 8, 9, 10, 11, 16, 19, 20.

20.12 In the event that any provision, or part of any, of this Agreement is held to be invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall continue to be valid and enforceable.

20.13 In the event of a conflict between this Agreement and any of its Schedules, the Agreement and the Schedules shall be interpreted and applied in the following order:

- This agreement
- Annex 1:
- Annex 2.
- Annex 3.

This Agreement may be executed in counterparts, each of which shall be deemed 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 email in a file in ".pdf" format, and that, in this case, said signature will create a valid and binding obligation of the executing Party with the same force and effect as if said signature page ".pdf" was an original of the same.

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

Date: _____

Date: _____

Ursula Parrilla
Regional Director

Name
Position