



Request for Proposals (RfP)

Consultancy services for support the preparation of a national biodiversity finance plan for Luxembourg

IUCN European Regional Office

RfP Reference: IUCN-25-04- P04776 - 4

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

1. REQUIREMENTS

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

2. CONTACT DETAILS

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

IUCN Contact: Ann Devoy, Administrative Officer, ann.devoy@iucn.org

3. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
23 September 2025	Publication of the Request for Proposals
29 September 2025	Deadline for submission of questions
6 October 2025	Planned publication of responses to questions
22 October 2025	Deadline for submission of Proposals to IUCN (" Submission Deadline ")
27 October 2025	Clarification of Proposals
31 October 2025	Planned date for contract award
10 November 2025	Expected contract start date

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

4. COMPLETING AND SUBMITTING A PROPOSAL

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

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

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the Proposal, or your own surname if you are bidding as a self-employed consultant. Your Proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

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

4.3. *Pre-Qualification Criteria*

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

	Pre-Qualification Criteria
1	3 relevant references of clients similar to IUCN / similar work to this RfP
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years
4	How many employees does your organisation have who are qualified for this work?
5	Confirm that your organisation meets the EC's nationality rule
6	Confirm that your organisation has formal policies and/or procedures for the following: code of conduct and sustainability
7	Operational presence in Luxembourg

4.4. *Technical Proposal*

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

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

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

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

	Description	Information to provide	Relative weight
1	Capacity (including technical capacity to carry out the tasks and language requirements: German, French and English).	CVs	10
2	Proven experience in biodiversity financing and biodiversity policy in Luxembourg.	List and brief description of relevant previous projects.	10
3	Proven experience in public and private sectors in the context of this consultancy at national and provincial level.	List and brief description of relevant previous projects.	10
4	Knowledge and experience in research and data on biodiversity and biodiversity finance, including national statistics.	List and brief description of relevant previous projects.	10
5	Methodology for PIR	Proposed approach towards developing the PIR as detailed in the TORs	20
6	Methodology for BER	Proposed approach towards developing the BER as detailed in the TORs	20
7	Methodology for FNA	Proposed approach towards developing the FNA as detailed in the TORs	20
TOTAL			100%

4.5. Financial Proposal

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

4.5.2. Prices include all costs

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

4.5.3. Applicable Goods and Services Taxes

The consultancy is not VAT exempt. Proposal rates and prices shall list VAT and the maximum value of the contract is inclusive of this VAT.

4.5.4. Currency of proposed rates and prices

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

4.5.5. Breakdown of rates and prices

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

	Description	Quantity	Unit Price	Total Price
--	-------------	----------	------------	-------------

1	Human resources			
2	Travel			
3	Equipment and supplies			
4	Office costs			
5	Other Costs			
6	Sub-total Direct eligible costs of the action (1+2+3+4+5)			
7	Administrative costs (maximum 7% of 8. Total direct eligible costs of the action)			
8	Total amount of eligible costs (6 + 7)			
9	VAT			
	TOTAL			

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

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

4.8. *Withdrawals and Changes*

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

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

IUCN will firstly check your Proposal for completeness. Incomplete Proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

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

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

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

5.3.2. *Minimum Quality Thresholds*

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

5.3.3. *Technical Score*

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

5.4. *Financial Evaluation and Financial Scores*

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

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

5.5. *Total Score*

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

The relative weights will be:

Technical:	70%
Financial:	30%

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

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

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

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

7. **CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
 - 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
 - 7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
 - Free of conflicts of interest

- Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).

7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.

7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Proposals with the bidder's participation to be disqualified.

7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your Proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

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

12. ATTACHMENTS

Attachment 1 *Terms of Reference*

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

Attachment 3 *Contract Template*

ATTACHMENT 1: TERMS OF REFERENCE

Overall objective of the Consultancy

Provide comprehensive technical support to IUCN by developing inputs that will be used for the identification of suitable finance solutions to address Luxembourg's national biodiversity needs and targets following the BIOFIN approach.

About the Project

The 2022 Kunming-Montreal Global Biodiversity Framework (KMGBF) urges signatory parties to develop National Biodiversity Finance Plans (NBFP), extending beyond National Biodiversity Strategy and Action Plans (NBSAPs). This project assists Belgium, Finland, the

Netherlands and Luxembourg in creating comprehensive biodiversity finance plans through five key activities:

1. Assessing biodiversity finance policies and institutions.
2. Evaluating environmentally harmful subsidies.
3. Reviewing current biodiversity expenditures.
4. Determining financial needs for national biodiversity goals.
5. Integrating findings into cohesive finance plans.

Using a common framework across different countries, the project enhances efficiency, consistency, and inter-country learning while ensuring each country's plan is comprehensive and self-sufficient. Goals include developing national finance plans, increasing biodiversity funding, and generating applicable knowledge for other EU countries and beyond.

The project is supported by the European Commission and is managed by the IUCN European Regional Office and the IUCN Economy and Finance Team. This consultancy will be implemented in continuous collaboration and communication with the IUCN Team. IUCN is also responsible for sharing of findings and useful information between the different beneficiary Member States of this project.

To support the identification of finance solutions suited to Luxembourg, the consultancy will involve an analysis of national/regional policies, existing assessments on expenditures and financial needs, additional assessments on private sector and philanthropic assessments, and outlining ways to implement them. This consultancy will support activities 1, 3, and 4 listed above, including:

- 1) Policy and Institutional Review (PIR) to assess the policy and institutional context for biodiversity, including negative or positive incentives on biodiversity.
- 2) Biodiversity Expenditure Review (BER) to map current public and private expenditures that benefit biodiversity¹.
- 3) Financial Needs Assessment (FNA) to assess the country's financial needs required to deliver national biodiversity targets and plans.

This work will be structured so that the PIR can be used for the initial draft of the NBFP, developed outside of the scope of this consultancy. Then the BER and finally the FNA, will be used for the development of the final version of the NBFP. The development of the final version of the NBFP also falls out of the scope of this consultancy.

Description of the Assignment/ Scope of Work

The following provides a comprehensive overview of the activities where this consultancy will provide technical support to IUCN.

This consultancy will largely follow the UNDP BIOFIN approach, modified as needed in response to the specific situation and needs of Luxembourg.² The main objective of this work is to provide information that will support the identification of finance solutions suited to Luxembourg based on an analysis of national and local policies, existing expenditures and financial needs, and outline ways to implement them. Following the BIOFIN approach this consultancy consists of three components presented below, including their objectives, general approach, and outputs.

¹ The BER shall build upon the EU Green Budgeting Reference Framework (GBRF) : [Green budgeting in the EU - European Commission \(europa.eu\)](https://ec.europa.eu/economy_finance/en/gbrf) and on a Study for a methodological framework and assessment of potential financial risks associated with biodiversity loss and ecosystem degradation, [Study for a methodological framework and assessment of potential financial risks associated with biodiversity loss and ecosystem degradation - Publications Office of the EU \(europa.eu\)](https://publications.ec.europa.eu/publication-detail/-/publication/11111111-1111-1111-1111-111111111111)

² For the BIOFIN approach, see: https://www.biofin.org/sites/default/files/content/publications/workbook_2018/

1. Component 1: Policy and Institutional Review (PRI)

Objective

The objective of the PIR is to analyse the relationship between the state of nature and a country's fiscal, economic, legal, policy, and institutional framework to identify:

- An improved understanding of how the management of biodiversity and ecosystem services supports national sustainable development goals and visions.
- A comprehension of key policy and institutional drivers of biodiversity change.
- A first-time catalogue of existing biodiversity finance mechanisms, incentives, subsidies and other instruments, including sources of biodiversity revenues.

The PIR will partially draw from a separate line of work, which is collecting data on the existing subsidies harmful for biodiversity³.

Activities

Development of the PIR uses the following general methodology:

- Mapping relevant stakeholders and governance structures and institutions directly or indirectly relevant to policies that affect biodiversity across all levels of government.
- Conducting on-line and in-person meetings for data collection and validation with relevant stakeholders and experts (identified in close cooperation with the national project coordination committee).
- Analysing how biodiversity protection, restoration and sustainable use of resources are reflected in or affected by the fiscal, economic, legal, policy and institutional framework.
- Identifying possible contradictions and proposing SMART⁴ recommendations to align the policy and institutional framework with the GBF.
- Organising a workshop to present findings of the PIR with the participating authorities and relevant stakeholders.
- Drafting a PIR report.

The step-by-step implementation plan for the PIR should closely follow the BIOFIN approach, (BIOFIN 2024 Workbook⁵)

2. Component 2: The Biodiversity Expenditure Review (BER)

Objective

The objective of the BER is to produce an analysis of public and private financing/expenditures in Luxembourg that benefit biodiversity.

Activities

Development of the BER follows this overall approach:

- Identifying roles and functions of key stakeholders. The relevant actors will be identified in close cooperation with the national project coordination committee.
- Conducting on-line and in-person meetings in Luxembourg for data collection and validation. The number of such meetings/consultations will be determined and agreed in close cooperation with the national project coordination committee.
- Identifying implemented/pipeline biodiversity projects.
- Categorising total expenditures by recurrence.

³ It is the responsibility of IUCN to provide these data to the consultant(s).

⁴ SMART: Specific, Measurable, Achievable, Relevant, Time-bound

⁵ <https://www.biofin.org/knowledge-product/biofin-2024-workbook>

- Organising a workshop for the participating authorities and other relevant stakeholders to present results and findings of the BER.
- Drafting 1 BER report.

The step-by-step implementation plan for the BER should closely follow the BIOFIN approach (BIOFIN 2024 Workbook⁶).

3. Component 3: The Financial Needs Assessment (FNA)

Objective

The objective of the FNA is to provide estimates of the amount of finance required to deliver biodiversity targets, plans and related legislation, based on the NBSAP of Luxembourg⁷ but potentially going beyond to include existing legal obligations.

Activities

For the development of the FNA, the overall approach will involve the following:

- Gathering and analysing data.
- Conducting on-line and in-person meetings for data collection and validation.
- Conducting scoping and estimating biodiversity financing needs, by linking identified biodiversity commitments and policies to quantifiable activities, expressed in monetary terms, resulting in an overall costing outline with costs per activity for Luxembourg.
- Organising one workshop presenting and endorsing the results of the FNA with the participating authorities and other relevant stakeholders.
- Draft 1 FNA report.

The step-by-step implementation plan for the FNA should closely follow the BIOFIN approach (BIOFIN 2024 Workbook⁸).

Duration of the Assignment

- 8 months

Deliverables and Activities

The consultant will provide the following deliverables:

Deliverables:

Output 1: Inception report

Output 1, the inception report, will consist of a report outlining the operational work plan and detailed timeline of activities.

Output 2: PIR Report

Output 2, the PIR Report, will consist of a report that evaluates the policy, institutional and financial context in Luxembourg in relation to their impact on biodiversity conservation and sustainable use and its financing. The overall objective of the PIR is to identify policies across different sectors that have an impact on the financing for biodiversity. The PIR is therefore essential to allow the identification of improvements in policies at national level in favour of biodiversity.

Output 3: BER Report

⁶ <https://www.biofin.org/knowledge-product/biofin-2024-workbook>

⁷ <https://environnement.public.lu/dam-assets/documents/natur/biodiversite/pnnpn/pnnpn-version-3.pdf>

⁸ <https://www.biofin.org/knowledge-product/biofin-2024-workbook>

Output 3, the BER Report, will consist of a report covering public and private financing/expenditures in Luxembourg that benefit biodiversity. This output will be delivered in close cooperation with the national project coordination committee who will provide support with identification of relevant actors for in-person and/or online consultation for data collection and validation.

Output 4: FNA Report

Output 4, the FNA Report, will consist of a report the objective of which is to estimate the financing needs in Luxembourg to achieve the national biodiversity financing objectives. The output shall be developed in close cooperation with the national project coordination committee in Luxembourg who will provide the necessary documents, contacts and information for this work.

The consultant will carry out the following activities in collaboration with IUCN.

Timeline of key activities:

Output, Activity	Output title	Months (duration of Project)/ Months number							
		1	2	3	4	5	6	7	8
PIR, BER and FNA									
Output 1	Inception report								
	Development inception report								
Output 2	Policy and Institutional Review (PIR)								
2.1	Prepare								
2.2	Review national biodiversity strategies, sustainable development strategies, and economic linkages between them								
2.3	Identify important trends and drivers for biodiversity change								
2.4	Review the current state of biodiversity finance								
2.5	Analyse main institutions								
2.6	Carry out an initial selection of new and existing finance solutions for early implementation								
2.7	Organise a workshop to present results and validation of PIR								
2.8	Draft PIR report								
Output 3	The Biodiversity Expenditure Review (BER)								
3.1	Identify roles and functions of key stakeholders								
3.2	Conduct online and in person meetings for data collection and validation								
3.3.	Identify implemented /pipeline projects								
3.4	Categorise total expenditures by recurrence.								
3.5	Organise a workshop to present results and validation of BER								
3.6	Draft BER report								
Output 4	The Financial Needs Assessment (FNA)								
4.1	Data gathering and analysis								
4.2	Conduct online and in person meetings for data collection and validation								
4.3	Conduct scoping and estimating biodiversity financing needs								
4.4	Organise a workshop to present results and validation of FNA								
4.5	Draft FNA report								

Duration and coordination

The time of this consultancy is 8 months.

Way of working (with the unit/project): The consultants will be responsible for maintaining permanent contact with the project coordinator Juha Siikamäki, and the IUCN project Team to ensure the proper and participatory execution of each of the work stages, including, when applicable, the organization of field visits, workshops, and meetings, among others.

The delivery of the products will include all the files developed in digital format, with the texts, databases, and other work done to produce the products.

Attachment 3: Contract Template

CONSULTANCY AGREEMENT (Template) (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international organization with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”) represented by [insert name and title of the signatory],

and

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

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

PREAMBLE

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

[OPTION 1] **Whereas** IUCN has received a donation from [name of the Donor] (hereafter the “Donor”) to implement the Project [insert the name] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

This Agreement comes into effect on [date] [or] [upon its signature by both Parties] (the "Effective Date") and will expire on [date] (the "Expiration Date").

3. INDEPENDENT STATUS

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

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

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

3.4 In certain jurisdictions, IUCN enjoys privileges and immunities which may include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. In these cases, IUCN shall not be liable for the payment of such sales taxes.]

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

4. OBLIGATIONS

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

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

4.3. In the case of illness or accident or a case of Force Majeure as described under article 0 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

5. REMUNERATION

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

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

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

5.6 Should the Services not be completed at the Expiration Date or termination date of this Agreement, unused and/or unexpended funds must be returned to IUCN within thirty (30) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body. No part of the Remuneration shall be made available directly or indirectly to, or for the benefit of any entities, individuals or groups of individuals designated by the EU as subject to the EU Restrictive measures as per their

adoption pursuant to the Treaty on European Union (TFEU) or to the Treaty on the Functioning of the European Union (TFEU).

7.5 The Consultant shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Consultant shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

8. CONFIDENTIALITY

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

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

8.3 The Consultant shall:

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

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

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

8.5 In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Project.

8.6 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.

9. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

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

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

9.3 All records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules, website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the "Results") will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible

items which are in its possession or under its control and relate to IUCN, its business affairs and clients, the Results and/or the Services.

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

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

9.6 The Consultant acknowledges and agrees that IUCN shall have the right to grant the European Commission the right to use free of charge the Results and IP Rights created under the Agreement, including the reports and other documents relating to it, which are subject to IP Rights.

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

9.8 The Consultant shall take all appropriate measures to publicise the fact that the Results has received funding from the EU. Such measures shall be carried out in accordance with the Visibility Requirements for EU External Action, as in effect at the time of entry into force of this Agreement or with any other guidelines agreed between IUCN and the Consultant.

10. LIABILITY AND INDEMNITY

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

10.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement, including any infringement or violation, or allegations thereof, of any third party's intellectual property rights in connection with this Agreement.

11. COMMUNICATION AND NOTICES

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

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

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

12. ETHICS, FRAUD AND CORRUPTION

12.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at

<https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

12.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in article 11.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

12.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud and Anti-corruption Policy, available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.5 The Consultant shall comply with the Whistleblowing and Anti-Retaliation Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which, by signing this Agreement, the Contractor confirms it has reviewed and accepted, according to which the Consultant shall report to IUCN in good faith any Concerns (as defined in the Policy).

12.6 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of actual or suspected unethical behaviour, fraud or corruption, retaliation, violation of applicable national and/or international laws, contractual obligations and/or relevant IUCN's policies and procedures. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 15 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

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

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

13.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>.

14. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

15. ARCHIVING, ACCESS AND FINANCIAL CHECKS

15.1 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Consultant, has been disposed of, the Consultant shall keep and make available according to Article 15 all relevant financial information (originals or copies) related to the Agreement and to any subcontract financed by the Remuneration.

15.2 The Consultant shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the Remuneration on the basis of supporting accounting documents and any other document related to the Services.

15.3 The Consultant agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.

15.4 The Consultant agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Consultant shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.

15.5 To that end, the Consultant undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Consultant shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with confidentiality.

Documents must be accessible and filed in a manner permitting checks, the Consultant being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

15.6 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 15.2 to 15.5 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between IUCN and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and IUCN's anti-fraud bodies.

15.7 IUCN shall inform the Consultant of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

15.8 Failure to comply with the obligations set forth in Article 15 constitutes a case of breach of a substantial obligation under this Agreement.

16. TERMINATION

16.1 Termination for cause

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

- i. The Consultant has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. IUCN is not satisfied with the Services delivered by the Consultant;
- iii. The Consultant defaults in carrying out any of its obligations under this Agreement;
- iv. The Consultant 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 and Anti-corruption Policy (hereafter referred to as a "Fraud");
- v. The Consultant enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- vi. The Consultant 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.

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

16.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN, including in case of a EU Council Implementing Decision, adopted in accordance with Article 6 of EU Regulation 2020/2092 on a general regime of conditionality for the protection of the EU budget

16.3 Termination for force majeure

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

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

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

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 0.

16.4 Effects of Termination

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

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

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

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

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

17. SUSPENSION

17.1 IUCN may also notify the Consultant of the suspension of the implementation of the Agreement if exceptional circumstances require it, in particular:

- a) when a relevant EU decision identifying a human rights violation has been adopted; or
- b) in the event of a crisis leading to a change in EU policy.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

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

18.2 The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the performance, interpretation and implementation of this Agreement.

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

19. PRIVILEGES AND IMMUNITIES

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

20. GENERAL PROVISIONS

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

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

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

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

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

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of

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

Signed on behalf of

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

Date: _____

[full name of OTHER PARTY]

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]