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: Mr. Pratheep Mekatitam
IUCN (International Union for Conservation of Nature)
Thailand Programme 63 Sukhumvit Soi 39, Wattana, Bangkok 10110, Thailand
Email: Pratheep.Mekatitam@iucn.org
Mobile: 086 093 9976, 061 416 0054

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).

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 February 2022</td>
<td>Publication of the Request for Proposals</td>
</tr>
<tr>
<td>10 March 2022</td>
<td>Deadline for expressions of interest</td>
</tr>
<tr>
<td></td>
<td>Deadline for submission of questions</td>
</tr>
<tr>
<td>10 March 2022</td>
<td>Planned publication of responses to questions</td>
</tr>
<tr>
<td>15 March 2022</td>
<td>Deadline for submission of proposals to IUCN</td>
</tr>
<tr>
<td></td>
<td>(“Submission Deadline”)</td>
</tr>
<tr>
<td>20 March 2022</td>
<td>Clarification of proposals</td>
</tr>
<tr>
<td>25 March 2022</td>
<td>Planned date for contract award</td>
</tr>
<tr>
<td>1 April 2022</td>
<td>Expected contract start date</td>
</tr>
</tbody>
</table>
3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated below. 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.

<table>
<thead>
<tr>
<th>Pre-Qualification Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 3 relevant references of clients similar to IUCN / similar work</td>
</tr>
<tr>
<td>2 Confirm that you have all the necessary legal registrations to perform the work</td>
</tr>
<tr>
<td>3 State your annual turnover for each of the past 3 years</td>
</tr>
<tr>
<td>4 How many employees does your organisation have who are qualified for this work?</td>
</tr>
<tr>
<td>5 Confirm that your organisation has the following qualifications (e.g. ISO certification)</td>
</tr>
<tr>
<td>6 Confirm that your organisation meets the following Donor’s Eligibility Criteria (e.g. the EC’s nationality rule)?</td>
</tr>
<tr>
<td>7 Confirm that your organisation has formal policies and/or procedures for the following (e.g. procurement, health &amp; safety, code of conduct, sustainability, accounting)?</td>
</tr>
</tbody>
</table>

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:
<table>
<thead>
<tr>
<th>Description</th>
<th>Information to provide</th>
<th>Relative weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding on background of the 2 PAs, tigers and their preys</td>
<td>Proposal</td>
<td>20%</td>
</tr>
<tr>
<td>Tiger and prey monitoring methodologies</td>
<td>Proposal</td>
<td>30%</td>
</tr>
<tr>
<td>Institutional experiences on species conservation</td>
<td>Annex to proposal</td>
<td>30%</td>
</tr>
<tr>
<td>Budget allocation and work plan</td>
<td>Annex to proposal</td>
<td>20%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

4.5. **Financial Proposal**

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

4.5.2. *Prices include all costs*

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

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in USD

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

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

4.8. **Withdrawals and Changes**

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

5. **EVALUATION OF PROPOSALS**

5.1. *Completeness*

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

5.2. *Pre-Qualification Criteria*

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

5.3. *Technical Evaluation*
5.3.1. **Scoring Method**

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

5.3.2. **Minimum Quality Thresholds**

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

5.3.3. **Technical Score**

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

5.4. **Financial Evaluation and Financial Scores**

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

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

5.5. **Total Score**

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

The relative weights will be:

- **Technical:** 80%
- **Financial:** 20%

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

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

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN’s website and open to all interested parties to take part, subject to the conditions in Section 7 below.

6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.

6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.

6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.
7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.

7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN’s sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.

7.2. In order to participate in this procurement, you must meet the following conditions:

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

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

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

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

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

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

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

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

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

www.iucn.org
https://twitter.com/IUCN/
12. ATTACHMENTS

Attachment 1  Specification of Requirements / Terms of Reference

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

Attachment 3  Contract Template
Attachment 1 Specification of Requirements / Terms of Reference

PART 1 – THE REQUIREMENT

IUCN, International Union for Conservation of Nature, in collaboration with the Department of National Parks, Wildlife and Plant Conservation, is currently implementing the project, “Accelerating Tiger Recovery along the Thailand-Myanmar Border: Thailand Component”. The project aims to build understanding of the distribution and status of tigers and their prey populations in the southern Western Forest Complex, through the deployment of camera traps and the development of a GIS database.

SCOPE OF WORK

Applicants will use camera traps to survey and identify the distribution and status of tiger and prey populations in one or more of the following protected areas in southern WEFCOM: (1) Thong Pha Phum National Park and (2) Lam Klong Ngu National Park.

The Scope of Work includes four basic tasks. In one or more of these protected areas, grantees will:

1. Deploy camera traps in line with DNP’s standard tiger monitoring protocol based on a 3 x 3 km grid. Based on the size of each protected area, the table below shows the maximum number (could be more) of camera traps that would need to be deployed for complete coverage. Applicants are requested to describe how they intend to work toward this number using a combination of new and existing cameras recognizing that it may not be possible to achieve 100% coverage.

<table>
<thead>
<tr>
<th>Protected area</th>
<th>Number of camera installation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thong Pha Phum National Park</td>
<td>223</td>
</tr>
<tr>
<td>Lam Klong Ngu National Park</td>
<td>138</td>
</tr>
</tbody>
</table>

DNP recommends camera traps with the following minimum specifications:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trigger Speed</td>
<td>1/4 second, fast trigger speeds</td>
</tr>
<tr>
<td>Day &amp; Night Images</td>
<td>Full color, 5MP or 20MP color images</td>
</tr>
<tr>
<td>Image Imprint</td>
<td>Date, time, moon phase, CAM ID</td>
</tr>
</tbody>
</table>

2. Use camera trap data to build a GIS database on tigers, prey species, and threats.

3. Analyze these data and produce regular reports on the distribution and status of the tiger and prey populations and threats. The reports should include recommendations for strengthening both research and management.

4. Proactively share these data with DNP and its Kao Nang Ram Wildlife Research Station. The applicant must identify a principal investigator who will be responsible for communicating and ensuring close liaison with DNP and IUCN on all technical matters.

Maximum Budget: Up to USD 60,000 for Thong Pha Phum National Park and up to USD 40,000 for Lam Klong Ngu National Park
PART 1– TERM OF REFERENCE (TOR)

1. Background

IUCN, International Union for Conservation of Nature, with the approval of the Department of National Parks, Wildlife and Plant Conservation, is implementing the project, “Accelerating Tiger Recovery along the Thailand-Myanmar Border: Thailand Component”. The main objective of the project is to build understanding of the distribution and status of the statistically significant increase in the populations of tigers and tiger prey in the southern Western Forest Complex, through the deployment of camera traps and the development of a GIS database.

2. Objectives

2.1 To obtain data on the distribution of tigers and their prey population in (1) Thong Pha Phum National Park and/or (2) Lam Klong Ngu National Park.

2.2 To develop recommendations and guidelines for management of the protected areas, tiger and their prey populations.

3. Scope of the Work

3.1 The project must use camera trap techniques based on DNP’s research standard (3x3 km grid) to survey and identify the distribution and status of tiger populations and their prey in the southern WEFCOM, focusing on: (1) Thong Pha Phum National Park and/or (2) Lam Klong Ngu National Park. The applicant may submit a proposal for 1 or 2 sites.

3.2 The project must develop a geographic information system (GIS) for tigers, prey, and threats in project target sites.

3.3 The project must analyze the camera trap data of distribution and status of tiger populations and prey in project target sites.

3.4 The project must closely coordinate and share information with the Smart Patrol Center (PARO3), Khao Nang Ram Wildlife Research Station and IUCN.

4. Performance Time

The successful applicant will comply with the scope of the work in Clause 3 to the completion thereof within eight months from the date the contract is signed, not including the period of time spent by the committee in examination and consideration of accepting the work (April 2022 to November 2022).

5. Periodic Project Report Submission

The Contractor will be required to periodically submit work documents and reports when certain parts of the work under this contract are complete as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Outputs/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 April 2022</td>
<td>• Estimated project start date</td>
</tr>
<tr>
<td>15 April 2022</td>
<td>• Survey techniques and work plans for surveying tigers and their prey</td>
</tr>
<tr>
<td>31 July 2022</td>
<td>• Technical progress report on the installation of camera traps and survey results, with photographs from the camera traps, coordinates and maps.</td>
</tr>
<tr>
<td></td>
<td>• Concerns, challenges, barriers to be reported and the workplan revised if needed.</td>
</tr>
<tr>
<td>30 November 2022</td>
<td>• Final technical reports on the results of surveys and monitoring of tiger populations and their prey with photographs taken by the camera traps, coordinates and maps.</td>
</tr>
<tr>
<td></td>
<td>• Geographic information system (GIS) for tigers, tiger prey and threats.</td>
</tr>
</tbody>
</table>
6. Applicant’s Qualifications

6.1 Applicants must be juristic persons registered in Thailand with evidence of registration or certification issued by a government agency.
6.2 Applicants must clearly demonstrate their institutional technical skills, knowledge and experience of conducting surveys on tiger populations and their prey by using camera traps and have a proven ability to achieve the project’s commitments.

7. Other

7.1 The tasks performed under the scope of this work will be monitored by IUCN and DNP to ensure project accomplishment.
7.2 The results of this project will be equally shared with IUCN and the Department of National Parks, Wildlife and Plant Conservation.
7.3 The Contractor will be required to disclose information and shared all project information on periodic meetings scheduled by IUCN and DNP.
7.4 Any delay or unexpected circumstances that might negatively influence the overall project performance, the Contractor will be required to notify IUCN immediately for further action on project schedule improvement. Should the Contractor fail to notify and cause any damages, the Contractor will hold liability for said damages.
7.5 The Contractor will be required to accept direct liability for damages caused by other persons as a result of the work performed by the Contractor.
7.6 The Contractor will be required to comply with the National Parks Act B.E. 2562, the Wildlife Reservation and Protection Act B.E. 2562 and other related laws.
Attachment 2 Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)

DECLARATION in relation to RfP : IUCN-22-02-P02900-2

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

Full name (as in passport):

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

I hereby authorise IUCN to store and use the information included in the attached Proposal, including any Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR), in accordance with section 5.5 of the RfP.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am not, and will not be involved or implicated in any violations of Indigenous Peoples’ rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual explotation, sexual abuse, or sexual harassment.

<Date and Signature>
DECLARATION in relation to RfP : IUCN-22-02-P02900-2

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

Registered Name of Organisation (the “Organisation”): _______________________
Registered Address (incl. country): _______________________________________
Year of Registration:__________________________________________________

I hereby authorise IUCN to store and use the information included in the attached Proposal in accordance with section 5.5 of the RfP.
Where the Proposal includes Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated in section 5.5 of the RfP.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation’s staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples’ rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

______________________________________________________
<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >
Attachment 3 Contract Template

<table>
<thead>
<tr>
<th>Project Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Number</td>
<td></td>
</tr>
</tbody>
</table>

DRAFT
IMPLEMENTING AGREEMENT
(the “Agreement”)

between

IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES, an international association established and existing under the laws of Switzerland, with World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter "IUCN")

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")

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

PREAMBLE

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

Whereas IUCN has received a donation from [insert name of donor] (hereafter the “Donor”) for the implementation of [name of 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.

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] [or] [as of DDMYYYY] (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 16 and 19.5 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.

4.2 Subject to the receipt of funding by the Donor, IUCN shall pay to the Contractor a maximum total amount of [currency+amount] (the "Budget Funds") for expenditures in accordance with the Budget and incurred on or prior to the Expiration Date.

4.3 Any expenditure over and above the Budget Funds shall not be reimbursed or otherwise covered by IUCN. 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.

4.4.2 Quarterly Payments

Quarterly payments thereafter on the basis of an acceptable cash flow projection indicating cash on hand and anticipated expenses for the upcoming quarter, subject to article 4.4.3. Cash flow projections shall be submitted along with Financial Progress Reports as specified by article 7.3.2.i.

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 IUCN shall make payments to the Contractor’s bank account 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].

4.6 The Contractor shall bear any bank charges associated with any transfer of funds that IUCN may make hereunder.

4.7 Funds (including any interests thereon) that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable and Contractor shall reimburse IUCN for any disallowed expenditures.

4.8 All expenditures shall be reported in accordance with the Budget as provided for under this Agreement.

4.9 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

4.10 Upon expiration or termination of this Agreement, the Contractor shall maintain all financial records pertaining to this Agreement for a period of ten (10) years.
4.11 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.

4.12 The Contractor shall ensure that the financial reports as defined under article 7.3.2 are easily reconciled to the accounting and bookkeeping systems and to the underlying accounting and other relevant records. For this purpose the Contractor shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification. These reconciliations should be updated at minimum on a quarterly basis.

4.13 All Budget Funds provided under this Grant in [currency] that are exchanged to local currency must be exchanged at the best available rate through the channels authorized by applicable laws and regulations. Transactions must be verified through bank receipts or other documents or publications sufficient to demonstrate 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 IUCN’s Procurement Policy and Procedure for Grant Recipients attached to this Agreement as Annex [XX].

5.2 Selection and engagement of sub-contractors to work under this Agreement shall be done by the Contractor up to a limit of fifty thousand Swiss francs (CHF 50,000) (or equivalent in any other currency). Purchases of goods and services with a cost in excess of fifty thousand Swiss francs (CHF 50,000) are only allowed with separate written authorisation from the relevant IUCN Project manager, as detailed in section 3.d of IUCN’s Procurement Policy and Procedure for Grant Recipients.

5.3 Travel shall only be undertaken when necessary, further IUCN’s prior written approval and by the most cost effective means. Air travel must be by economy class. Reasonably priced, mid-range hotels, in a safe location, should be used where possible.

5.4 Contractor shall ensure that its subcontractors will comply with all terms of this Agreement.

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 Swiss francs (CHF 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 17 below) must be directed as follows:

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<tr>
<td>Title</td>
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<td>[Name of IUCN programme/office]</td>
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<tr>
<td>Address</td>
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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 within thirty (30) days following the end of each calendar quarter in the format specified by IUCN.

ii. Final Financial Report. The Contractor shall submit a Final Financial Report within sixty (60) days following the expiration or termination of this Agreement. This report shall be submitted in the format specified by IUCN.

7.4 The Contractor shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the Budget Funds provided by IUCN under this Agreement.
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, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

8.2.2 All Intellectual Property rights conceived or made by the Contractor in the course of providing the Tasks and/or Deliverables will belong to IUCN and the Contractor hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, wherever in the world enforceable.

8.2.3 To the full extent permitted by law, the Contractor waives moral rights arising from and as a result of the implementation 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 shall disclose the other Party’s Confidential Information only to those of its employees or independent contractors who are directly and necessarily involved in the performance of this Agreement and who are bound to the receiving Party by obligations no less stringent as the ones mentioned in this Agreement. The receiving Party is responsible for ensuring that there is no breach of such confidentiality obligations by any such employees or independent contractors.

10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless IUCN, and its employees, agents or subcontractors, from all suits, claims, demands, prosecution, liability of any nature or kind whether in contract, tort or otherwise, and costs and expenses (including legal fees), arising out of or in connection with the Contractor’s actions or omissions or those of its employees, agents, officers, directors or subcontractors, in the performance of this Agreement. Such indemnity shall not lapse on expiration or termination of this Agreement.

11. INSURANCE

11.1 The Contractor shall procure and maintain, until all of 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 applies an environment and social management system (“ESMS”) which guides all projects implemented and supported by IUCN. The purpose of the ESMS is to systematically screen projects on potential environmental and social risks and identify ways to avoid, minimize or mitigate them while enhancing positive impacts.

12.2 In the context of implementation of the Project, the Contractor shall abide by the ESMS Standards and Principles available at https://www.iucn.org/resources/project-management-tools/environmental-and-social-management-system which by signing this Agreement, the Contractor confirms it has reviewed and accepted and shall comply with any specific requirements resulting from ESMS screening and assessments.
13. NON-DISCRIMINATION

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

14. FRAUD, CORRUPTION AND ETHICS

14.1 The Contractor shall comply with the terms of the Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Contractor confirms it has reviewed and accepted.

14.2 The Contractor shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Contractor confirms it has reviewed and accepted.

15. REPRESENTATION AND WARRANTIES

15.1 The Contractor represents and warrants compliance at any time with any laws that apply in the jurisdiction in which Contractor is operating or carrying out this Agreement, including, but not limited to, anti-bribery laws, employment and social security laws and tax laws.

15.2 The Contractor represents and warrants that it is legally registered, authorised to do business and/or has procured any necessary permits or licenses required to carry out this Agreement in the jurisdiction of Project implementation and to grant IUCN the rights described in article 8 (Property of Results, Intellectual Property Rights and Acknowledgement).

15.3 The Contractor represents and warrants that no part of the Budget Funds 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.

16. TERMINATION AND EFFECTS OF TERMINATION

16.1 Termination for cause

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

i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN, including in any proposal or any due diligence documents IUCN requested;

ii. defaults in carrying out any of its obligations under this Agreement including but not limited to the delivery of Tasks and Deliverables in accordance with article 3;

iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a “Fraud”);
iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or

v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

16.1.2 If it is determined that the Contractor has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Contractor 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 Contractor in case the agreement between IUCN and the Donor is terminated and/or the Budget funds become unavailable to IUCN.

16.3 Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, 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. 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.

16.4 Effects of Termination

In the event of termination under article 16, the Contractor shall within thirty (30) days of termination, and at IUCN’s request:

16.4.1 to the extent possible, complete the Tasks and deliver the Deliverables subject to the Budget Funds made available until the date of termination and stop all ongoing activities under the Project;

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.

16.5 In the event that IUCN elects to transfer part or all of the responsibilities of the Contractor for the management of the Project to another institution, the Contractor shall cooperate with IUCN and the other institution in the orderly transfer of such responsibilities and equipment procured using Budget Funds.

16.6
17. NOTICES

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

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<tr>
<td>Title</td>
<td>Title</td>
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<tr>
<td>[Name of IUCN programme/office]</td>
<td>[Name of counterpart]</td>
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<tr>
<td>Address</td>
<td>Address</td>
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18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1 The performance and interpretation of this Agreement shall 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 execution, interpretation and implementation of this Agreement.

18.3 Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof which cannot be settled amicably by the Parties, shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these Rules.

The seat of the mediation shall be Gland, although the meetings may be held in IUCN Headquarters.

The mediation proceedings shall be conducted in English.

18.4 [OPTION 1]

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, that cannot be settled by way of mediation by the Parties within three months from the date on which one party notifies the other of the existence of the dispute, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one;  
The seat of the arbitration shall be Lausanne;  
The arbitral proceedings shall be conducted in English.

[OPTION 2]

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

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

19.2 All notices between IUCN and the Contractor that are permitted or required by this Agreement shall be in writing, in the English language and may be sent by email with the signed original sent by prepaid priority post to the designated representative indicated in article 17. Any notice or other communication sent by email shall be deemed received on the next business day in the jurisdiction of the recipient following the day of its transmission.

19.3 The legal relationship of IUCN and the Contractor to each other under this Agreement shall be that of independent contractors and nothing in this Agreement shall be deemed in any way to create a partnership, an employee-employer relationship, an agency or joint venture between IUCN and the Contractor. Neither Party shall have any power or authority to bind or commit the other.

19.4 The headings of articles are for convenience only, and neither shall they be used to interpret nor shall they otherwise affect the provisions of this Agreement.

19.5 This Agreement shall only be amended by a written agreement signed by the authorized representatives of both Parties.

19.6 This Agreement and the Contractor’s rights and obligations hereunder shall not be assigned and transferred by the Contractor without prior written consent of IUCN.

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

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

19.9 A Party’s failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

19.10 This Agreement shall be constituted of this agreement proper and all its annexes.

19.11 The following provisions shall survive the expiration or termination of this Agreement: 8, 9, 10, 11, 16, 18, 19.

19.12 In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable.
19.13 In case of conflict between this Agreement proper and any of its Annexes, the Agreement proper and the Annexes shall be interpreted and applied in the following order:
1. This agreement proper
2. Annex 1:
3. Annex 2:
4. Annex 3:

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

IUCN, International Union for Conservation of Nature and Natural Resources

[Contractor]

Date: Date:

[name of representative] [name of representative]
[position of representative] [position of representative]