

**THIS AGREEMENT IS SUBJECT TO CHANGE AND FINAL APPROVAL. FOR PRELIMINARY REVIEW PURPOSES ONLY.**

**TEMPLATE GRANTEE AGREEMENT**

**NOTE: THIS TEMPLATE GRANTEE AGREEMENT IS TO BE USED WITH ALL GRANTEES OF IUCN.**

**WHILE PREPARING A GRANTEE AGREEMENT, THESE STEPS SHOULD BE FOLLOWED:**

1. **READ ALL PROVISIONS;**
2. **FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT; AND**
3. **READ THE DONOR CONTRACT UPSTREAM AND INSERT ALL PROVISIONS OF THE DONOR CONTRACT THAT HAVE TO BE INCORPORATED INTO THE IMPLEMENTING AGREEMENT (liaise with OLA if any questions);**
4. **SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND ASK THAT CHANGES BE MADE IN TRACK-CHANGE;**
5. **SEND TO OLA FOR REVIEW (SUBJECT TO THE CONTRACT REVIEW PROCEDURE)**

|  |  |
| --- | --- |
| **Project Number** | **P03385** |
| **Award Number** | **AVUS-00151** |
| **Subaward Number** | **[XXXXX]** |

## DRAFT

## GRANTEE 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, operating in the U.S. through its North America Office with its offices at 1630 Connecticut Ave, NW, Suite 300, Washington, DC 20009 (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 "Grantee")

IUCN and the Grantee 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 United Nations Environment Programme (UNEP) (hereinafter the “Donor”) for the implementation of the Global Fund to Support the Implementation and Upscaling of Ecosystem-based Adaptation (hereinafter “Global EbA Fund”); The programme is originally funded by the German Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (BMU) and jointly implemented by IUCN and UNEP.

**Whereas** the multi-year Global EbA Fund will draw on and support the growing momentum behind nature based solutions for climate and, particularly, Ecosystem-based Adaptation (EbA), alongside major movements such as the UN Decade on Ecosystem Restoration. The Global EbA Fund will have a specific focus on working with local NGOs and INGOs with relevant EbA experience and local presence, and with governments on specific gaps in technical knowledge and understanding. UNEP and IUCN will serve as catalytic conveners by engaging key stakeholders to proactively scale up commitments through strategic partnerships, building on key high-level political processes;

**Whereas** IUCN has selected the Granted for implementing the project: XX

**And Whereas the** Grantee 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. The purpose of this Agreement is the implementation by the Grantee of the project [project title] (the “Project”) which is described in more detail in the Project Document attached to this Agreement as **Annex 1**.
   2. The performance of this Agreement shall be carried out by [name of specific person(s) employed by the Grantee] (the “Key Personnel”), it being understood that selection and substitution of any Key Personnel shall be approved in advance by IUCN in writing.
2. **TERM**

This Agreement shall come into effect on the date of signature by both Parties (the “Effective Date”) and shall remain in full force and effect until [specify the date on which the Agreement will expire] (the "Expiration Date"), unless terminated or extended in accordance with articles 16 and 19.5 below, respectively.

1. **TASKS AND DELIVERABLES**

Tasks to be performed and/or deliverables to be delivered by the Grantee (hereafter the “Tasks” and “Deliverables”), together with the relevant schedule for their completion and delivery, are set out in Description of the Project and Budget attached to this Agreement as **Annex 1** and **Annex 2.**

1. **PAYMENT TERMS AND CONDITIONS**
   1. The budget for this Agreement is set forth in the budget table attached as **Annex** **2** 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.
   2. Subject to the receipt of funding by the Donor, IUCN shall pay to the Grantee a maximum total amount of [**currency+amount** in numbers followed by the amount written out in words] (the “Budget Funds”) for expenditures in accordance with the Budget and incurred on or prior to the Expiration Date.
   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 Grantee for the same purpose from any other source, the Grantee shall immediately inform IUCN in writing.
   4. IUCN shall make the following payments:
      1. Initial Instalment

An Initial Instalment of [currency+amount in numbers followed by amount written out in words], corresponding to 30% of total Budget Funds, 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 six months in accordance with article 7.3.2.i.

* + 1. Bi-annual Payments

Bi-annual payments thereafter on the basis of an acceptable cash flow projection indicating cash on hand and anticipated expenses for the upcoming six months, 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. 80% of previous payment must be spent for the release of next grant payment.

* + 1. Final Instalment

A Final Instalment equal to no less than ten percent (10%) of the Budget shall be withheld until the Grantee’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)

* 1. IUCN shall make payments to the Grantee’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]

International correspondent bank information, if applicable.

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]

* 1. The Grantee shall bear any bank charges associated with any transfer of funds that IUCN may make hereunder.
  2. 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 Grantee shall reimburse IUCN for any disallowed expenditures.
  3. All expenditures shall be reported in accordance with the Budget as provided for under this Agreement.
  4. Any re-allocation of funds between/amongst Budget lines, exceeding 10% within a budget line, will be permitted only upon IUCN’s prior written approval, to be given in each instance at IUCN’s sole discretion
  5. Upon expiration or termination of this Agreement, the Grantee shall maintain all financial records pertaining to this Agreement for a period of ten (10) years.
  6. The Grantee 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 Grantee will be accepted as eligible costs.
  7. The Grantee 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 Grantee 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.
  8. All Budget Funds provided under this Grant in USD 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.

1. **PROCUREMENT, TRAVEL AND SUBCONTRACTING** 
   1. All procurement of goods, materials and equipment and services, 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 5**.
   2. Selection and engagement of subgrantees to work under this Agreement shall be done by the Grantee up to a limit of fifteen thousand US dollars (USD15,000). Purchases of goods and services with a cost in excess of fifteen thousand US dollars (USD 15,000) are only allowed with separate written authorisation from the relevant IUCN Project manager, as detailed in IUCN’s Procurement Policy and Procedure for Grant Recipients, along with approval from the Fund Secretariat, with the exception for subgrantees named in the grant proposal.
   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 with the following exception: economy plus or premium economy class, where offered by the airline, is allowed for the total flying time of over eight (8) hours. Reasonably priced, mid-range hotels, in a safe location, should be used where possible.
   4. The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.
   5. Grantee shall ensure that its subgrantees will comply with all terms of this Agreement.
2. **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 Grantee shall maintain complete and accurate records of equipment, supplies and other property purchased with Grant funds and shall take periodic physical inventories. The Grantee shall provide IUCN annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as IUCN may request.

1. **COMMUNICATION, REPORTING AND AUDIT**
   1. All correspondence in connection with the implementation of this Agreement (excluding notices as per article 17 below) must be directed as follows:

|  |  |
| --- | --- |
| **IUCN** | **Grantee** |
| Ali Raza Rizvi | Name |
| Head, Climate Change | Title |
| Climate Change | [Name of counterpart] |
| 1630 Connecticut Ave NW, #300,  Washington, DC 20009  United States | Address |
| Address |
| Phone: +1 (202) 984-7523 | Phone |
| Fax: +1 (202) 507-8619 | Fax |
| Email: ali.raza@iucn.org | Email |

* 1. The Grantee 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.
  2. Reporting requirements of the Grantee are as follows and should be consistent with the reporting format specified by IUCN:
     1. Progress Reports

1. Bi-annual Progress Report

The Grantee shall submit Progress Reports to IUCN within fifteen (15) days following the end of each six months of the calendar year in the format specified by IUCN: by 15th of July and by 15th of January respectively.

The Progress Reports shall include the status of activities, outputs delivered, results/impacts achieved and an assessment of whether the Project is being implemented in accordance with the agreed Project Implementation Plan and the Project Budget, a description of any obstacles to full and timely implementation of the Project, and, where applicable, any changes to potential risks as outlined in the final ESMS Screening Questionnaire.

1. Final Progress Report.

The Grantee shall submit a Final Progress Report within thirty (30) days following the expiration or termination of this Agreement in the format specified by IUCN.

* + 1. Financial Reporting

1. Financial Progress Reports.

The Grantee shall submit Financial Progress Reports to IUCN within fifteen (15) days following the end of each six months of the calendar year in the format specified by IUCN: by 15th of July and by 15th of January respectively.

1. Final Financial Report.

The Grantee shall submit a Final Financial Report within thirty (30) days following the expiration or termination of this Agreement. This report shall be submitted in the format specified by IUCN.

* 1. The Grantee 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.
  2. 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 Grantee 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 Grantee reasonable prior written notice. Further, the Grantee 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.
  3. If any audit, by IUCN or the Donor reveals that expenditures incurred by the Grantee are not consistent with the terms of this Agreement, IUCN shall be entitled to recover all such expenditures.

1. **PROPERTY OF RESULTS, INTELLECTUAL PROPERTY RIGHTS AND ACKNOWLEDGEMENTS**

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## Property of results

## 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 Grantee 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 Grantee shall, upon request, promptly deliver to IUCN all such tangible items which are in the Grantee’s possession or under the Grantee’s control and relate to IUCN and the Grantee may not make or retain copies.

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

## Intellectual Property rights

## 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.

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

8.2.3 All Intellectual Property rights, including copyright, in the Results produced under this Agreement are vested in IUCN and the Grantee hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

## IUCN will grant to the Grantee a non-exclusive, worldwide, royalty-free, educational and non-commercial license to use the Intellectual Property rights generated during the term of this Agreement.

## Notwithstanding the foregoing, IUCN grants to UNEP and the German Ministry of Environment, Nature Conservation and Nuclear Safety’s – International Climate Initiative (BMU-IKI) the right to use the Results from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

## In case natural, recognizable persons are depicted in a photograph or film, the Grantee shall, in the final report to IUCN, submit a statement of these persons giving their permissions for the described use of their images. This does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

## Acknowledgements

* + 1. The Grantee 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.
    2. In addition to the Results and Deliverables, all other events and outputs in connection with this Agreement shall acknowledge the support from IUCN, UNEP and the German Ministry of Environment, Nature Conservation and Nuclear Safety’s International Climate Initiative (BMU-IKI).

## 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 Grantee upon signature of this Agreement by both Parties.

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

1. **DISCLOSURE OF INFORMATION**
   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:
      1. Customer lists, services, products, manuals, business methods and practices;
      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;
      3. Processes, prices, profits, contract terms and operating procedures, and compilations of data or information.
   2. Either Party shall keep confidential and not disclose to any third party any Confidential Information of the other Party.
   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.
   4. Confidential Information as defined in this article 9 shall not include information which:
      1. Was in the public domain at the time of its receipt by the receiving Party;
      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;
      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
      4. Is rightfully given to the receiving Party by a third party on a non-confidential basis.
   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.
   6. Notwithstanding the above requirements, IUCN shall have the right to publish the following information in the IUCN Open Project Portal (Portal) as well as on the International Aid Transparency Initiative (IATI) Registry: a) Project name, description and objectives; b) Project total budget and timeline; c) Donor name; d) Implementing partner(s); e) Recipient country; f) Project contribution to IUCN programme targets and SDGs and g) Annual budget and expenditures. In a second phase, the Portal will disclose additional information as follows: a) Project results; b) Procurement of goods and services; c) Social and environmental safeguards. For the avoidance of doubt, this Agreement and/or subsequent agreements entered into between the Parties will not be publicly shared.
2. **INDEMNIFICATION**
   1. IUCN shall not be held liable and accepts no liability for any damage caused or sustained by the Grantee, including any damage caused to its employees and / or third parties as a consequence of or during the implementation of the project or the implementation of the present Agreement.
   2. The Grantee 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 Grantee’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.
3. **INSURANCE**
   1. The Grantee 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 Grantee, 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 Grantee from liabilities that might arise out of the performance of this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
   2. Written proof, satisfactory to IUCN, of the Grantee's compliance with requirements of article 11.1, shall be promptly furnished to IUCN upon IUCN’s request.
4. **ENVIRONMENT AND SOCIAL MANAGEMENT SYSTEM**
   1. IUCN has developed and applies an environment and social management system (“ESMS”), specific the Global EbA Fund, which guides all projects implemented and supported through the Global EbA Fund. 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.
   2. In the context of implementation of the Project, the Grantee shall abide by the Global EbA Fund ESMS Standards and Principles available at <https://www.iucn.org/sites/dev/files/global_eba_fund_esms_v1_march_2021.pdf> which by signing this Agreement, the Grantee confirms it has reviewed and accepted and shall comply with any specific requirements specified in the ESMS screening and clearance report, including, as relevant, measures to manage environmental and social risks and impacts, information disclosure, stakeholder engagement, and grievance redress. Where the indigenous peoples standards is triggered the Grantee shall comply with the measures to implement this Policy specified in the ESMS screening and clearance report, including, as relevant, free, prior and informed consent, meaningful consultation, information disclosure, stakeholder engagement and grievance redress.
5. **NON-DISCRIMINATION AND POLICY ON THE PROTECTON FROM SEXUAL EXPLOITABTION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)**
   1. IUCN recommends the Grantee to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.
   2. The Grantee will comply with the principles and standards of protection equivalent to those set out in the Sexual Exploitation, Abuse and Harassment (SEAH) Policy available at <https://portals.iucn.org/union/sites/union/files/doc/seah_revised_version_2020apr27_0.pdf>
6. **CONFLICT OF INTEREST, FRAUD AND CORRUPTION** 
   1. The Grantee shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at [https://www.iucn.org/downloads/  
      code\_of\_conduct\_and\_professional\_ethics.pdf](https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Grantee confirms it has reviewed and accepted.
   2. The Grantee 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.
   3. The Grantee 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 Grantee becomes aware of facts which constitute or may give rise to a conflict of interest, the Grantee shall promptly inform the IUCN Contact Person in article 7.1 in writing, without delay. The Grantee 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.
   4. The Grantee shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Grantee shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at <https://www.iucn.org/downloads/anti_fraud_policy.pdf> , which by signing this Agreement, the Grantee confirms it has reviewed and accepted.
   5. The Grantee shall cooperate fully in any investigations linked to events under this article 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 unethical behaviour, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 17 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
7. **REPRESENTATION AND WARRANTIES**
   1. The Grantee represents and warrants compliance at any time with any laws that apply in the jurisdiction in which Grantee is operating or carrying out this Agreement, including, but not limited to, anti-bribery laws, employment and social security laws and tax laws.
   2. The Grantee 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).
   3. The Grantee 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.
8. **DATA PROTECTION**
   1. Parties agree that the personal data they submit to each other, including but not limited to, names, address, email, phone, fax, signature, job title, gender (“Personal Data“) may be processed, shared, and otherwise used exclusively for the purposes of and in connection with the implementation of this Agreement. The Parties shall comply with their applicable obligations under the Data Privacy Laws (any Laws or Regulations relating to the processing, privacy or use of Personal Data as applicable when processing Personal Data in the context of this Agreement).
   2. Parties agree that processing of Personal Data shall be done in accordance with the terms of the Agreement and the applicable law. In particular, it shall be processed in a manner that ensures the security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
   3. In the event Personal Data is transferred to jurisdictions, which may not offer adequate level of protection, Parties shall take necessary steps to provide appropriate safeguards in accordance with the Data Privacy Laws. Parties have implemented all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) and will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Agreement.
   4. The Parties may grant to their personnel access only to personal data that is strictly necessary for implementing, managing and monitoring their tasks within the Project. The Parties must also ensure that any supply of personal data to any other party is legitimate and compliant with Data Privacy Laws. Parties shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality. In the event that, in the course of implementing this Agreement, a controller to processor or processor sub-processor relationship is created, the Parties undertake to enter into an appropriate data processing agreement which complies with Article 28 of the General Data Protection Regulation (GDPR). Personal Data subject requests shall be sent to IUCN using the online form here (<https://portaIs.iucn.orq/dataprotection/requestform> ).
9. **TERMINATION AND EFFECTS OF TERMINATION**
   1. Termination for cause
      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 Grantee:
10. 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;
11. 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;
12. 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”);
13. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
14. 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
    * 1. If it is determined that the Grantee has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Grantee shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.
    1. 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 Grantee in case the agreement between IUCN and the Donor is terminated and/or the Budget funds become unavailable to IUCN.

* 1. Termination for force majeure

17.3.1 Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, government regulations, pandemics, epidemics, 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 (a “Force Majeure Event”).

17.3.2 Where there is a Force Majeure Event, the Party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other Parties giving detailed complete information on such Force Majeure Event and the reasons for the Force Majeure Event preventing that Party from, or delaying that Party in performing its obligations and that Party must use all reasonable efforts to mitigate the effect of the Force Majeure Event upon its performance of the Agreement and to fulfil its obligations under the Agreement. Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon completion of the Force Majeure Event, the Party affected must as soon as practically possible recommence the performance of its obligations under this Agreement.

* 1. Effects of Termination

In the event of termination under article 17, the Grantee shall within thirty (30) days of termination, and at IUCN’s request:

* + 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;
    2. refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
    3. reimburse IUCN for any expenditures made in breach of the terms of this Agreement and
    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.
  1. In the event that IUCN elects to transfer part or all of the responsibilities of the Grantee for the management of the Project to another institution, the Grantee shall cooperate with IUCN and the other institution in the orderly transfer of such responsibilities and equipment procured using Budget Funds.

1. **NOTICES**

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

|  |  |
| --- | --- |
| **IUCN** | **Grantee** |
| Ali Raza Rizvi | Name |
| Head, Climate Change | Title |
| Climate Change | [Name of counterpart] |
| 1630 Connecticut Avenue NW, #300  Washington, DC 20009  United States | Address |
| Address |
| Phone: +1 (202) 984-7523 | Phone |
| Fax: +1 (202) 507-8619 | Fax |
| Email: Ali.raza@iucn.org | Email |

1. **APPLICABLE LAW AND DISPUTE RESOLUTION**

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

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.

1. **GENERAL PROVISIONS**
   1. This Agreement is the complete understanding between IUCN and the Grantee and replaces all other agreements and understandings in reference to the subject matter of this Agreement.
   2. All notices between IUCN and the Grantee 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 18. 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.
   3. The legal relationship of IUCN and the Grantee 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 Grantee. Neither Party shall have any power or authority to bind or commit the other.
   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.
   5. This Agreement shall only be amended by a written agreement signed by the authorized representatives of both Parties.
   6. This Agreement and the Grantee’s rights and obligations hereunder shall not be assigned and transferred by the Grantee without prior written consent of IUCN.
   7. IUCN shall have the right to assign and transfer any of its rights and obligations under this Agreement without seeking the Grantee’s prior written consent.
   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.
   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.
   10. This Agreement shall be constituted of this agreement proper and all its annexes.
   11. The following provisions shall survive the expiration or termination of this Agreement: 8, 9, 10, 11, 16, 18, 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.
   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:
2. This agreement proper
3. Annex 1. Description of the Project
4. Annex 2. Grant Budget
5. Annex 3. Grants Procedures Manual
6. Annex 4. Global EbA Fund ESMS
7. Annex 5. Procurement policy and procedure for grant recipients
8. Annex 6. Narrative reporting template
9. Annex 7. Financial reporting template and request of funds

**In witness whereof,** 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. We agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, 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" signature page were an original thereof.

**IUCN, International Union for [Grantee]**

**Conservation of Nature and**

**Natural Resources**

Date: Date:

[name of representative] [name of representative]

[position of representative] [position of representative]

#### Annexes

Annex 1. Description of the Project

Annex 2. Grant Budget

Annex 3. Grants Procedures Manual

Annex 4. Global EbA Fund ESMS

Annex 5. Procurement policy and procedure for grant recipients

Annex 6. Narrative reporting template

Annex 7. Financial reporting template and request of funds