Request for Proposals (RfP)

Development of GEF Medium-Sized Project Preparation on Sustainable Investments for Large-Scale Rangeland Restoration (STELARR)

Bonn office, STELARR GEF MSP PPG, Forests and Grasslands Programme
RfP Reference: IUCN-22-05-P03903-1

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

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

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

IUCN Contact: Chris Magero, Senior Programme Officer, chris.magero@iucn.org

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>2 June 2022</td>
<td>Publication of the Request for Proposals</td>
</tr>
<tr>
<td>9 June 2022</td>
<td>Deadline for expressions of interest</td>
</tr>
<tr>
<td>9 June 2022</td>
<td>Deadline for submission of questions</td>
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<tr>
<td>13 June 2022</td>
<td>Planned publication of responses to questions</td>
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<tr>
<td>16 June 2022</td>
<td>Deadline for submission of proposals to IUCN (&quot;Submission Deadline&quot;)</td>
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<tr>
<td>17 - 23 June 2022</td>
<td>Clarification of proposals</td>
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<tr>
<td>24 June 2022</td>
<td>Planned date for contract award</td>
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<tr>
<td>24 June 2022</td>
<td>Expected contract start date</td>
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</table>
Supply of services to prepare a GEF Medium-Sized Project on Sustainable Investments for Large-Scale Rangeland Restoration (STELARR)

2nd June: publication of proposal

9th June: deadline for expressions of interest and questions

13th June: responses to questions published

16th June: deadline for submission of proposals

17th-23rd June: clarification of proposals

24th June: planned contract award

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>
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<tbody>
<tr>
<td>1</td>
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<td>5</td>
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<tr>
<td>6</td>
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<td>7</td>
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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>
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<tbody>
<tr>
<td>1 Specific experience relevant to sustainable rangeland management and pastoralism.</td>
<td>CVs of lead expert outlining relevant experience</td>
<td>25%</td>
</tr>
<tr>
<td>2 Broad expertise on rangeland development challenges and extensive knowledge of policies, strategies and the ability to position project activities in the correct context effectively.</td>
<td>CV and recommendation from previous work experience</td>
<td>20%</td>
</tr>
<tr>
<td>3 Knowledge of private sector engagement in the management of rangeland products and value-chain development</td>
<td>Individual CV or company profile outlining relevant knowledge and experience</td>
<td>15%</td>
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<tr>
<td>4 Knowledge of social and livelihood systems of rangelands.</td>
<td>Individual CV or company profile</td>
<td>10%</td>
</tr>
<tr>
<td>5 Experience and expertise in project design and implementation, including monitoring and evaluation, and in ensuring gender-responsive of project design</td>
<td>Portfolio of 3 most recent projects designs worked on</td>
<td>20%</td>
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<tr>
<td>6 Experience in structuring large GEF projects and initiatives.</td>
<td>Example of up to 3 GEF projects development portfolio or recommendations on the same</td>
<td>10%</td>
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TOTAL 100%

4.5. Financial Proposal

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

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

Rates and Prices

Staff Input Budget

<table>
<thead>
<tr>
<th>Expert Description</th>
<th>Day/Week Rate</th>
<th>Total Input</th>
<th>Days/Weeks</th>
<th>Sub-Total Fee</th>
</tr>
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<tbody>
<tr>
<td>Team Leader</td>
<td></td>
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<tr>
<td>Expert 1</td>
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<tr>
<td>Expert 2</td>
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TOTAL n/a

Expenses Budget

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>Sub-Total</th>
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</thead>
<tbody>
<tr>
<td>International travel 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>International travel 2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Domestic travel 1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Domestic travel 2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Daily Subsistence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other 2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other 3</td>
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TOTAL n/a
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 United States Dollar (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:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>Technical</td>
<td>70%</td>
</tr>
<tr>
<td>Financial</td>
<td>30%</td>
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</table>

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 – Terms of Reference

Overview

On December 2, 2021, the Global Environment Facility (GEF) approved a concept for a $2 million USD project, “Sustainable investments for large-scale rangeland restoration (STELARR)” (GEF ID 10816). This 2-year global project will be implemented by IUCN and executed by the International Livestock Research Institute (ILRI). IUCN seeks the support of a consultant/firm to develop the full project proposal, in-line with all GEF and IUCN requirements, for submission and approval by the GEF Secretariat.

Key deliverables by the selected consultant/firm to be provided to IUCN include:

- **GEF CEO Endorsement Request**
- **Budget using GEF template**
- **M&E budget**
- **Revised Results framework**
- **Gender action plan**
- **Stakeholder engagement plan**

Background

Rangelands occupy approximately 54% of all land on earth, they are home to 30% of all species, contain one third of all soil carbon, and support the livelihoods of up to half a billion livestock keepers. However, in many countries, this rich natural heritage has become synonymous with land degradation, biodiversity loss, poverty and human vulnerability. Properly managed rangelands are important for socio-economic development and environmental sustainability that is important for millions globally. Rangelands provide a wide range of ecosystem services such as food and fiber, carbon storage (including ~30% of the world’s soil carbon), recreation, open space, and water supply (Yahdjian et al. 2015). With improved rangeland management they could potentially sequester a further 1300-2000 MtCO2 e by 2030 (Tennigkeit and Wilkes, 2008).

The most dominant livelihood system in rangelands is pastoralism - extensive livestock production including a degree of movement/mobility, and which can be combined with other land uses including tourism and conservation. When functioning well, extensive livestock-based systems are cost-effective, culturally appropriate, have value-added potential and provide alternative incomes whilst contributing to biodiversity and mitigating climate change.

There has been a lack of commitment to and investment in preventing land use change, reversing rangeland degradation, restoring rangelands and raising their productivity. Where there are investments, the approach is piecemeal and without a common vision.

Broadly, commitment to and investment in rangeland restoration including grasslands and savannahs is significantly behind that of forests. The benefits of rangelands are not fully appreciated due to lack of good data, lack of understanding on the opportunities for sustainable investments in rangelands, for example, carbon storage and sequestration. The linkages with livestock-based value chains, including the participation of women and youth, have not been fully explored and exploited. Increasing the value of livestock and enhancing incomes from livestock-based enterprises can result in a higher appreciation leading to more investment in rangeland health.

Response options for achieving land degradation neutrality (LDN) in rangelands are restricted due to poor science-based and up-to-date evidence and data on rangelands (distribution, status, economic value including of ecosystem services and investment benefits), few documented good practices of rangeland restoration (particularly at scale), limited understanding of risks and opportunities for investment particularly amongst the private sector, lack of coordination (at regional/continental and national levels) and low capacity amongst governments to restore rangelands at scale including working with local rangeland user communities, among other reasons. Rangelands are not yet fully recognized as an issue of relevance and importance that crosses many parts of the world or in international discussions around climate change and biodiversity. Despite a limited number of relatively small-scale, project-based rangeland interventions and investments, global and regional actors and national
governments have been slow to commit to large-scale restoration and public-private partnerships are scarce.

**The project**

This global project focuses on addressing these challenges by raising awareness of the role and benefits of rangeland restoration for people, communities and the international community and will improve the enabling environment for restoring rangelands and improving productivity. This project will work with investors to identify the (perceived) risks of investing in rangelands and how to overcome and/or mitigate them. The linkages to livestock-based value chains targeting women and youth in particular will be explored and developed, seeking out high-value business opportunities where client and supplier can work together to develop sustainable enterprises both for the environment and financially. Rangeland restoration investments will be increased through working with governments and private investors to fully understand the challenges and opportunities for investments, developing guidance for investments, and conducting awareness raising campaigns. This will include consideration of criteria needed to enable rangeland investments such as tenure security and good governance. Based on this, and where enabling conditions allow, investment partnerships (including private-public) will be developed.

The Sustainable Investments for Large-Scale Rangeland Restoration (STELARR) project will support the restoration of rangelands at scale in the Middle East & North Africa, Central Asia, and the Latin America & Caribbean regions as part of a new global rangeland restoration movement. STELARR will support the mobilization of sustainable private investments in rangeland restoration, including green finance, and public-private initiatives. STELARR will contribute to building international awareness, commitment and action for rangeland restoration through a combination of convening influential actors and alliances and strengthening evidence-based knowledge.

The overarching goal of STELARR is that “rangelands are restored and sustainably managed in line with national voluntary targets for Land Degradation Neutrality”. The objective of STELARR is “to reverse rangeland degradation and improve productivity of rangelands globally.

The project aims to:

1. Increase investment in large-scale rangeland restoration linked to livestock value chains, with a particular focus on women and youth through:
   a. Knowledge of rangeland restoration investment opportunities and potential strengthened
   b. Inclusive investment partnerships and proposals developed
2. Raise international awareness of and commitment to rangeland restoration through:
   a. Improved information on rangeland restoration good practices and related value chain development opportunities and benefits is available
   b. Increased understanding on rangeland restoration (commitment and investment) pathways developed internationally
3. Contribute to supporting the adoption of a global monitoring framework for rangeland restoration for rangeland projects and programmes.
Terms of Reference

The consultant/firm who will be awarded this contract will be responsible for preparing the GEF CEO Endorsement request and the project document including all annexes for the above-mentioned project. This will consist of the following:

1) Scoping and consultation
   - Conduct global baseline scenario analysis to strengthen the project justification and identify the entry points and contribution of the STELARR project.
   - Prepare preliminary risk analysis
   - Draft logical framework with disaggregated gender indicators values, the theory of change and the baseline for the GEF Core indicators of the project (ref. IUCN Gender equality and women’s empowerment policy)

2) Project design

Elaborate the theory of change for the project in order to illustrate how the project activities will contribute to the envisioned change and expand on the results framework. This will be done in line with the three project components identified in the PIF document. This will also include the review and identification of potential GEF-supported rangelands/pastoral projects, that STELARR could link to and strengthen their outputs and outcomes. This will include projects that have a rangeland restoration focus and/or related activities.

The consultant/firm will review and research on multinational and national companies investing in livestock value chains, or those that have the potential to invest in livestock value chain, linked to rangeland restoration. The consultant/firm will identify the barriers that investors are facing to scale up investment in sustainable livestock production and how to mobilize green and sustainable financing.

More specifically:

Component 1: Sustainable Rangeland Investments

STELARR aims to increase investment in large-scale rangeland restoration linked to livestock value chains, with particular focus on women and youth. There are two main avenues to do this: i) through accessing and mobilizing green financing; and ii) by commercial investment in rangeland restoration. To date, neither of these have gained much traction. Investments in rangelands is way behind that of forests. Sustainable fashion companies are increasingly sourcing livestock products produced in environmentally-friendly ways. As of yet these companies are not linking this interest to rangeland restoration. Some food companies such as Danone have shown interest. There are a number of companies that GEF is already partnering with. The project will take advantage of opportunities presented by existing private sector platforms such as Business for Nature (B4N), to supporting the engagement of multiple private sector actors and facilitating scaling-out across sectors and geographically. Platforms such as Global Landscapes Forum offer space for private sector and environmental parties to come together.

Investing in rangelands restoration is complex and needs to consider multiple social, cultural, economic and ecological factor, unique to their sustainable management. For example, extensive livestock production is known to provide a win-win compared to intensive production models while land tenure security and rights and good governance are the foundation for sustainable land management, etc.

In order to increase investments, rangeland project must overcome the current challenges they face and move from a small-scale-project-based to large-scale investment that will kindle PPP in rangeland infrastructure including markets. Such projects need to satisfy two product development criteria which include investment-readiness and bankability.

To satisfy this, the consultant will need to do the following under output 1.1. and 1.2.:

Output 1.1. Knowledge and awareness of rangeland restoration investment opportunities and potential is strengthened

Activity 1.1.1 A sector analysis of (perceived) risks, challenges, opportunities of investing in rangeland restoration, including the role of women and youth, conducted through dialogues with key global and national stakeholders.

A. Identify the challenges for large-scale investment unique to the 3 regions – South America & the Caribbean, Central Asia, Middle East and North America. This will include collating the baseline data on
   - State of investments in sustainable rangeland management and restoration enterprises.
• Data on rangeland including the extent of rangelands their use and current degradation status.
• Baseline of investors in rangeland restoration and their current roles (Governments, communities, private sector).
• Rangeland institutions and organizations.

Activity 1.1.3. Good practice guidelines for investments in rangeland restoration and livestock product value chains (particularly targeting women and youth) are published, including compliance with established standards, tools, processes, and internationally agreed frameworks e.g. VGGTs, FPIC, and guidelines for safeguards.

B. Define project activities and outputs that will provide guidelines for scaling up rangeland restoration focusing on enhancing private sector engagement and increasing the participation of women and youth. This will include:
• How to build a better understanding for the value of rangeland products including livestock from the standpoint of private sector investment with a view of prioritizing investments in value-chain with optimal social, economic and biodiversity benefits.
• Define options for enabling environment (policies, institutions, incentives, etc.) that need to be interrogated during the project to scale-up rangeland restoration.
• Establish how women and youth will be engaged in the project.

Activity 1.1.4. Agreed upon frameworks, tools and processes for rangeland investment

C. Identify options for packaging and disseminating the generated knowledge from the project
• Define the scope of knowledge that will be generated.
• Elaborate on the options for dissemination based on the audiences (peer-reviewed paper, policy briefs, etc.).

Activity 1.1.5. Targeted awareness campaigns conducted with key investor groups
Output from this section primarily targets audience where Public-Private-Partnerships can be created and enhanced for rangeland restoration. The consultant will define how effective engagement can be achieved which includes having precise information on:
• The target dissemination pathways including forums, events etc.

Output 1.2. Inclusive investment partnerships and proposals are developed

Activity 1.2.1. Investment dialogues convened between major categories of investors and stakeholders (including women and youth) in target regions
• Identify the region(s) where the investment dialogues will be held, who will be targeted and the outcomes of these dialogues which include inputs for developing bankable projects.

Activity 1.2.2. Securing of bankable rangeland restoration investments and related livestock product value chains (particularly targeting women and youth), following agreed standards, tools and processes, including public-private partnerships with identified donors/partners.

D. Considering the outputs from the previous project activities, the consultant will elaborate on what information would be needed to develop bankable projects. This will include but not limited to:
• Develop investment-ready-bankable project profiles for rangeland:
  • Provide guidance on information needed from a global financial and economic baseline of priority rangeland products and value-chains in the project regions.
  • Provide guidance on how to best develop business profiles for priority rangeland products which could include benefit-cost analysis among others.
  • Elaborate on the outputs of investment-ready business profiles for rangeland products which includes de-risking.
  • Elaborate on how scalability of rangeland restoration will be achieved including stakeholder engagement – public-private-partnerships.
  • Elaborate on inputs that will be required to develop bankable rangeland project including risk profiles depending on the criteria for different stakeholder.
  • Elaborate on necessary steps and options for engaging different funding instruments into modes of finance (bonds, loans, equity, hybrid, etc.), and how engagement is going to be achieved.

Component 2. Rangeland restoration commitment
Outcome 2: Stronger International commitment to rangeland restoration
Understanding of rangelands and their benefits amongst the scientific community have improved significantly over the last thirty years, and particularly in terms of rangeland ecology, the benefits of rangelands and the role of pastoralism in maintaining rangeland ecosystems. However, generally there is a lack of national data on the distribution of rangelands and their health/productivity, which translates into a lack of verified data at global level. However, this knowledge has failed to have been adequately taken up by governments and other stakeholders, including in policy and legislation that still reflects a bias against pastoralism prioritizing other land use systems for investment including in restoration efforts. This component seeks to scale up communication about rangeland with the aim of increasing rangeland investment.

Output 2.1. Improved information for decision-makers on rangeland restoration and related value chain development opportunities and benefits is available

**Activity 2.1.1** Self-selected global rangeland leaders are supported to participate in global dialogues to showcase restoration approaches and practices
- Identify key global rangeland leaders or champions that will be supported to participate and which dialogues they will be targeting to influence.

**Activity 2.1.2.** Global and regional data on rangeland degradation and restoration opportunities are published in a peer-review journal

Output 1.2. Pathways for moving Consensus on rangelands and rangeland restoration (investment) up national and international agendas

**Activity 2.2.1** Intergovernmental dialogues on rangeland restoration and investment are supported under the Rio Conventions and other international fora including the UN Decade on Ecosystem Restoration
- Identify opportunities for engaging in dialogues covering rangelands across the conventions and under the UN Decade of Ecosystem Restoration and define the avenues for engagement.

**Activity 2.2.2** Rangeland champions in regional pastoral networks, including elected representatives and community leaders, women and youth, are supported to domestic understanding of the relevance of international commitments to rangeland restoration.

**Activity 2.2.3** Regional training events for rangeland restoration actors to roll out private investment guidelines (Activity. 1.1.3).

**Activity 2.2.4** A global media campaign is designed and carried out for awareness raising on rangeland values and restoration benefits.

Develop innovative knowledge management strategy and elaborate detailed process for achieving the broader envisioned impact to raise the profile of global rangelands. This will include among other things:
- Defining the knowledge generators for sustainable rangeland management and restoration including PPP for large-scale rangeland restoration.
- Linking with activities and outputs of component 1 to have a consolidated Knowledge Management Strategy.
- Important will also be how to ensure the sustainability of this global media campaign beyond STELARR.

Component 3: Monitoring and Evaluation
Component 3 will elaborate and monitoring framework based on an expanded theory of change for the project. This framework will develop metrics to monitor the impacts of the project activities. This will include indicators on knowledge products and awareness creation, capacity development, sustainable land investment and the contribution of global knowledge platforms. The monitoring framework will build on work that has been carried out including the VGGTs (Voluntary Guidelines on Good Governance and Tenure), Principles for Responsible Investment in Agriculture and Food Systems, the Global Standard for Nature-based Solutions, and the World Initiative for Sustainable Pastoralism’s “Minimum Standards in Sustainable Pastoralist Development”, the RedList of Ecosystems, the RITTE/Barometer and the Decade monitoring framework to maximize synergies.

Outcome 3: A Global monitoring framework for scaling-up rangeland restoration supported and contributed to.

**Output 3.1.** A Theory of change that captures the change process that will take place during the STELARR project, including a set of assumption to support learning and adaptive management.
Output 3.2. A Result framework, including a set of rangeland investment indicators and international commitment to rangeland restoration.
Output 3.3: A monitoring plan to capture, report and learn from the result of the interventions.
Output 3.4: A final external evaluation to assess key successes and failures of the project.

Additional task that need to be delivered for the project design include:

- Confirm co-financing opportunities with the relevant agencies including IUCN, ILRI, ICRAF (World Agroforestry Centre), ICARDA (International Center for Agricultural Research in the Dry Areas) among others, including in-kind co-financing accessed through GEF projects being implemented by other development agencies such as UNEP, IFAD and WB.
- Further elaborate and structure the knowledge management component and outputs of the project, the approach and plan.
- Elaborate the specific activities that will contribute to project objective and outcomes. Design and develop indicators mapped to GEF core indicators considering gender responsiveness, establish the baselines for the indicators and develop monitoring and evaluation plan.
- Design the workable institutional arrangements and coordination mechanisms among participating partners including but not limited to government, non-government, International development organizations and private sector organisations.
- Design the overall project budget and work plan, including a procurement plan.
- Undertake a detailed risk analysis and propose mitigation measures.
- Develop gender action plan and ensure the project responds to gender equality objectives.
- Prepare a stakeholder engagement plan (see respective Guidance Note for details).

3) Environment and Social Management System (ESMS)

- Provide relevant information for the ESMS screening of the project in respect to the IUCN Environment and Social Management System (ESMS) (as documented in the ESMS Manual, Standards, Guidance Notes and Screening Questionnaire, available on the ESMS site)
- Identify any Environment and Social risks and propose adequate measures for avoiding or mitigating risks, in consultation with relevant stakeholders and in particular with project affected groups
- Prepare an Environment and Social Management Framework (ESMF), Environment and Social Management Plan (ESMP) and relevant safeguard tools, as appropriate and depending on the ESMS screening decision
- Coordinate with IUCN ESMS team as appropriate

Deliverables
- GEF CEO endorsement request as per GEF template
- IUCN project document including all annexes as per IUCN template (upon request)
  o Budget including
  o M&E plan
  o Work plan
  o Procurement plan
  o ESMS Questionnaire as input for the IUCN ESMS Screening Report
  o Environment and Social Impact Assessment (if relevant)
  o Environment and Social Management framework, plan or safeguard tools (as relevant)
  o Gender Analysis and Action Plan

Qualifications and Experience

The following expertise is expected to be available between the experts who will compose the team:

- Specific experience relevant to sustainable rangeland management and pastoralism
- Broad expertise on rangeland development challenges and extensive knowledge of policies, strategies and the ability to position project activities in the correct context effectively
- Knowledge of private sector engagement in the management of rangelands products
- Knowledge of social and livelihood systems of rangelands
• Experience in rangelands value chain development
• Understanding of the natural resources management policy environment
• Experience and expertise in project design and implementation, including monitoring and evaluation, and in ensuring gender-responsive of project design
• Environmental and Social Impact Assessment expertise and safeguard tools in the context of conservation projects
• Financial Management, including procurement related expertise
• Experience in structuring large GEF projects and initiatives
• Fluency in English.
• The team will have to demonstrate a track record of designing successful projects in similar ecosystems for at least over the past 5 years, including working with donors such the GEF, the World Bank and other relevant UN agencies.
DECLARATION in relation to RfP

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

Full name (as in passport):

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

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

I further confirm that the following statements are correct:

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

______________________________________________________

<Date and Signature>
DECLARATION in relation to RfP <insert RfP reference>

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

Registered Name of Organisation (the “Organisation”): _______________________

Registered Address (incl. country): __________________________________________

Year of Registration:______________________________________________________

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

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

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

< Name and position of authorised representative of the Proposer >
TEMPLETON CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

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

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:
1. READ ALL PROVISIONS;
2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
3. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
5. SHARE WITH OLA and FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

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<th>CONTRACT REFERENCE NUMBER</th>
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CONSULTANCY AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “IUCN”),

and

[<name of other party>], domiciled at [address], [country] (hereafter “Consultant”)

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

PREAMBLE

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

[OPTION 1] Whereas IUCN has received a donation from [<name of the Donor>] (hereafter the “Donor”) to implement the Project [<insert the name>] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [<describe the activities for which support is expected from Consultant>].
[OPTION 2] Whereas IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

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

2. TERM

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

3. INDEPENDENT STATUS

3.1 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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

3.3 The Consultant shall not hold himself/herself out or permit himself/herself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

4. OBLIGATIONS

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

4.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
4.3 In the case of illness, accident or a case of Force Majeure as described under clause 16.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

5. REMUNERATION

5.1 As full remuneration for the services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] ("the Remuneration") based on [number of days] days of work at a daily rate of [daily rate] as follows:

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

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

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

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

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

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

5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] ([currency and amount in words]). All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.
6.2 The IUCN Travel Policy and Procedures for Non-Staff for Non-Staff shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

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

7. CONSULTANT’S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8. CONFIDENTIALITY

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

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

8.3 The Consultant shall:

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

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

8.4 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in breach of the obligations of this clause 8. The Consultant shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.
9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

10.1 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.

10.2 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 Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sublicensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant 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.

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

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

11. LIABILITY AND INDEMNITY

11.1 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant’s actions or omissions in rendering the Services or the breach of any of the Consultant’s obligations contained in this Agreement.

12. COMMUNICATION AND NOTICES

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

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<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Details</th>
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13. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at [https://www.iucn.org/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 Consultant confirms it has reviewed and accepted.

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

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at [https://www.iucn.org/downloads/anti_fraud_policy.pdf](https://www.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at [https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf](https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf)
15. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

ii. defaults in carrying out any of its obligations under this Agreement;

iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a “Fraud”);

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.
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16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties’ personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations (“Force Majeure Event”). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

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

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

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this clause 16.3.

16.4 Effects of Termination

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

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

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

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18. GENERAL PROVISIONS

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

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

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

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

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

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________  Date: __________________________
[Name of representative] [Name of representative]

[Position of representative] [Position of representative]

ANNEXES

[please list all annexes named in the Agreement]
NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)

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

6. READ ALL PROVISIONS;
7. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
8. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
9. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
10. SHARE WITH OLA and/or FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY).

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<th>CONTRACT REFERENCE NUMBER</th>
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CONSULTANCY AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “IUCN”),

and

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

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

PREAMBLE

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

[OPTION 1] Whereas IUCN has received a donation from [name of the Donor] (hereafter the “Donor”) to implement the Project [insert the name] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].
Whereas IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

19. SERVICES

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

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

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

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

20. TERM

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

21. INDEPENDENT STATUS

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

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

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

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

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

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

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

23. REMUNERATION

5.7 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in letters] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

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

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

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

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

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

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

5.12 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.
24. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

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

25. CONSULTANT’S WARRANTIES AND UNDERTAKINGS

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

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

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

26. CONFIDENTIALITY

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

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

8.7 The Consultant shall:

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

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

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

27. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

28. INTELLECTUAL PROPERTY

10.5 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.

10.6 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 Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sublicensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.7 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, 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.

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

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

29. LIABILITY AND INDEMNITY

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

11.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant’s actions or omissions in rendering the Services or the breach of any of the Consultant’s obligations contained in this Agreement.
30. COMMUNICATION AND NOTICES

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

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Person</th>
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<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
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<tr>
<td>[title]</td>
<td>[title]</td>
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<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[address]</td>
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<tr>
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<td>[phone]</td>
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<td>[phone]</td>
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12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

31. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN’s Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

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

14.1 IUCN recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.
14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

33. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

iv. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

v. defaults in carrying out any of its obligations under this Agreement;
vi. 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”);

vii. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or

viii. 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 Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

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Signed on behalf of:
IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________  Date: __________________________

[Name of representative]  [Name of representative]

[Position of representative]  [Position of representative]

ANNEXES

[please list all annexes named in the Agreement]