



Request for Proposals (RfP)

Global Programme Governance and Rights

Issue Date: 17 Dec 2020

Closing Date and Time: **EXTENDED TO 31 January 2021 at 11.59 pm EST**

IUCN Contact :

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. 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 950 staff 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/>

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for **GBV Advisor, Consultant**. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	17 December 2020
RfP Closing Date and Time	EXTENDED TO 31 January 2021 at 11.59 pm EST

Estimated Contract Award Date	12 February 2021
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1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

Proposers must sign the "Proposer's Declaration" and include it in their Proposal.

1.5. Queries and questions during the RfP period

Proposers are to direct any queries and questions regarding the RfP to the above IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP.

Proposers may submit their queries no later than **21 January 2021** at 11.59 pm EST.

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of your question confidential, you must state this at the time the question is posed.

1.6. Amendments to RfP documents

IUCN may amend the RfP documents by issuing notices to that effect to all Proposers and may extend the RfP closing date and time if deemed appropriate.

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than **11.59 pm EST on January 31st, 2021, by email** to: **gender@iucn.org**. The subject heading of the email shall be **RfP – GBV advisor - [Proposer Name]**.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

Any Proposal received by IUCN later than the stipulated RfP closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

1.10. Validity of Proposals

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP closing date.

1.11. Evaluation of Proposals

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.

PART 2 – THE REQUIREMENT

Terms of Reference

With a comprehensive rights-based framework underpinning its conservation and sustainable development efforts, IUCN recognises that protecting and promoting women's rights and advancing gender equality, including through women's empowerment, are not only globally agreed imperatives in their own right, but prerequisite to meeting its mission. The Global Programme on Governance and Rights (GPGR) works to support and advance gender-responsive action across the Union, with Members and through a wide array of projects and partnerships. IUCN also promotes gender-responsive policy and decision-making at global and national levels and provides technical guidance and capacity building as such. IUCN recognises that understanding and addressing gender-based violence (GBV) is fundamental to a gender-responsive approach.

This specific time-bound consultancy (**GBV advisor, Consultant**) will directly support the GPGR gender team in implementing one of its largest projects, a 10-year collaboration with USAID called [AGENT](#), Advancing Gender in the Environment, along with other related initiatives. AGENT prioritises effort and investment around understanding and addressing GBV-environment linkages. After publishing an extensive research paper in January 2020, [Gender-based Violence and Environment Linkages: The Violence of Inequality](#), AGENT developed and launched a curated knowledge platform, the Gender-Based Violence and Environment Linkages Center ([GBV-ENV Center](#)), to build awareness, capacities and cooperation toward tackling GBV and securing environmental goals, together. In the year ahead, AGENT will broaden its partnerships and cross-sector community of practice on this topic, continue to build tailored technical tools and capacities, provide technical support to a wide range of conservation and sustainable development programming and projects and guide policymakers, among other core actions. ***The role of the GBV Advisor will be to serve as a go-to IUCN/AGENT GBV expert, both guiding and spearheading a range of activities and supporting coordination and delivery of IUCN's GBV-ENV Center strategy and theory of change.***

To fulfil the Terms of Reference, significant experience as a technical advisor to prevent and address gender-based violence in multiple contexts is essential. Deep understanding of strategies to anticipate, prevent, mitigate and respond to numerous expressions of violence is required, along with a substantial knowledge of environmental issues such as gendered dynamics around natural resource access and control and climate change impacts and response. Experience building and facilitating cross-sector collaboration and communities of practice will be considered a major asset. Experience working with USAID or other major development partners will be important. While the primary working language of AGENT is English and communications skills must be exceptional, additional fluency in French is very highly preferred for this role, especially to deliver direct technical support to projects in francophone countries.

Responsibilities and deliverables

1. **Provide direct, tailored technical support on preventing and addressing GBV in environment policymaking and programming and in specific project development, delivery and monitoring, evaluation and learning (MEL).**
 - a. Participate in regular AGENT coordination meetings, advising in particular on GBV considerations, strategies and tools, when required. (*Anticipated to comprise approx. 12 total days, or 1 day/month, for 12 months*)
 - b. Embed and actively participate in and guide specific IUCN-USAID project coordination teams, and specifically [RISE Global Challenge projects](#), to strengthen strategies to address GBV-environment linkages, including by participating in regular coordinating meetings, providing written guidance on draft tools and project materials, developing short awareness and capacity elevating tools, sharing information and learning across teams, and fielding other related on-demand requests. (Technical support is needed for English-, Spanish- and French-speaking teams.) (*Anticipated to comprise approx. 35 total days, or approx. 3 days/month, for 12 months*)
 - c. Support IUCN's review of USAID's RISE project proposals and documentation, drawing lessons and trends on GBV-environment linkages from these materials that can inform ongoing and future AGENT activities, including developing a capacity building series, curating AGENT's knowledge library and providing direct project technical support. (*Anticipated to comprise approx. 20 total days*)

- d. Develop tailored support to better identify and respond to GBV in IUCN programming, including by developing a project protocol for conservation programming. This should include consultation with IUCN offices, Members and peers. *(Anticipated to comprise 25 total days)*
 - e. Review and advise on IUCN's AGENT MEL plan to make recommendations on better meeting GBV-related objectives, and also provide ad hoc tailored support to projects on GBV-related indicators, learning questions and other MEL aspects when needed. *(Anticipate to comprise 3-7 total days)*
 - f. Providing ad hoc support to field specific project requests, as required. *(Anticipated to comprise 10 total days)*
- 2. Build and facilitate cross-sector cooperation and community of practice on GBV-environment linkages.**
- a. Together with AGENT staff and "sister" mechanisms, support ongoing development and refinement, and lead facilitation, of a cross-sector community of practice (COP), for example including a knowledge-sharing and generating webinar series, creating shared technical tools, promoting cooperative action and investment, and tracking increasingly gender-responsive, and specifically GBV-responsive, policy and project indicators and impacts. Deliverables include COP concept note and implementation schedules, with one COP webinar per quarter. *(Anticipate to comprise a total of 35 days)*
 - b. Periodically update COP concept and plan, adjusting to contextual needs (e.g. to develop a shared tool for a policy process or to respond to a particular global influence such as COVID-19). *(Anticipated to comprise an additional 5 days to above)*
- 3. Guide knowledge products and training and capacity building tools specifically focused on and/or integrating GBV components.**
- a. Based on existing and developing IUCN knowledge products, policy guidance and other tools, create a training module on GBV for environmental programmers and practitioners, and prepare to deliver it (depending on COVID-context possibility; e.g. could be a recorded webinar-style training). The module would be primarily prepared in English; ability to deliver a French version as well is desirable. A pilot run with select staff and partners will be a key deliverable, followed by a final session (or, presumed, recording). *(Anticipated 20 total days)*
 - b. Review and advise on draft capacity building modules currently being developed through local-level projects, including to make recommendations for applying the context-specific tools to other contexts. *(Anticipated 15 total days)*

REQUIREMENTS

- Specific, in-depth, varied experience anticipating, identifying, preventing and responding to gender-based violence across different contexts; a minimum of 5-10 years of field experience strongly preferred.
- Clear understanding of and comfort employing strategies for reducing and preventing gender-based violence, with ability to articulate and measure change.
- Advanced degree in a related field, such as international development, international law or policy, international relations, women's rights and gender equality, sector-specific environmental fields such as fisheries, agronomy or forestry, with a women's rights or gender component; strong academic, research, policy and/or practical application of knowledge in gender equality required.
- Exceptional English language skills (e.g., presenting, writing, editing) with additional language skills desirable; working fluency in French is highly preferred for fulfilling the needs of this ToR.
- Demonstrated track record building, facilitating and cooperating with cross-sector networks and initiatives, in particular those integrating GBV expertise. Some familiarity with major environment/conservation networks is important.
- Strong skills in building and facilitating tailored training and other capacity building activities.
- Passion for and demonstrated ability to work cross-culturally, with sensitivity, diplomacy and kindness.
- Good working knowledge of IUCN and its mission, as well as its commissions and members; previous working experience with IUCN or IUCN members or commissions preferred.

PART 3 – THE EVALUATION MODEL

Proposals will be evaluated through an Evaluation Model as described below related to both cost and technical merit. When assessing points, a 0-5 scale will be assigned.

Points	Guidance
5	Exemplary response
4	Excellent, insightful response
3	More than adequate response
2	Adequate response, no significant depth
1	Inadequate response
0	No response given

Criteria	Scoring Method	Points Awarded	Weight	Total Points	Comments
Completion and all Details Provided (name and registration details)	Yes/no	N/A	N/A	N/A	
Eligibility (no reasons for exclusion indicated)	Yes/no	N/A	N/A	N/A	
Demonstrated understanding of the purpose assignment from the Technical Proposal	Score 0-5		2		
Described clear and appropriate expertise to develop and deliver all assignments as described in TOR	Score 0-5		2		
Adequate indication of availability and plan in place to carry out the assignment with clear timelines, and deliverables	Score 0-5		2		
Proposed key personnel has relevant expertise and experience able to achieve the objectives laid out the Terms of Reference.	Score 0-5		2		
Demonstrated consultant's experience in carrying out similar assignments	Score 0-5		2		
TOTAL TECHNICAL POINTS (To be tallied by bid evaluation panel)	Sum out of 50				
TOTAL COST POINTS from Section 4.3 (To be tallied by bid evaluation panel)	Max Score: 50 for lowest cost Other Scores: lowest costs/cost*50		1		
TOTAL SCORE (technical total + cost total) (To be tallied by project manager)	Total out of 100				

Explanation of the relation between technical and cost score

Each of the 5 technical questions will receive a mark out of 5, which will be weighted by 2. The maximum technical score is $10 \times 5 = 50$.

The maximum cost score of 50 will be assigned to the financial proposal with the lowest cost. Other financial proposals will be weighted relative to the lowest cost (lowest bid cost divided by the bid cost and multiplied by 50). For example, if the lowest financial offer received is \$80 and scored 50 points, the financial offer of \$100 will receive 40 points ($80/100 \times 50$).

Technical (50) plus Cost (50) = 100.

If either of the technical question is scored 1 or 0, the proposal will be disqualified regardless of the cost score

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

By participating in this RfP, Proposers are indicating their acceptance to be bound by the conditions set out in this RfP.

This Part details all the information Proposers are required to provide to IUCN. Submitted information will be used in the evaluation of Proposals. Proposers are discouraged from sending additional information, such as sales brochures, that are not specifically requested.

Each of the following must be submitted as a separate document, and will be evaluated separately.

4.1. Technical information/Service Proposal

Please submit the following to gender@iucn.org; no phone calls please.

- Proposal letter (max 2 pages) summarizing relevant experience to match this Terms of Reference and proposal for how it would be fulfilled. Letters must also confirm ability to start by the end of January/ early February 2021;
- Updated CV;
- Writing sample (max 2 pages); and
- the Proposer's Declaration, available at the top of [IUCN's Procurement webpage – Currently running tenders](#).

Short interviews with the top three candidates are expected to occur on or around **25 January 2021**.

4.2. Pricing information

Prices include all costs

Submitted rates and prices (daily rate and/or indication of total cost for this assignment) are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in US Dollars.

PART 5 – PROPOSED CONTRACT

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, operating in United States of America, through its IUCN North America Office with its offices at 1630 Connecticut Ave, NW, Suite 300, Washington DC 20009. (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;

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 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 % 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 % 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 % 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 to 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, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

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.

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.

12. COMMUNICATION AND NOTICES

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

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

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

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, 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 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

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.

16.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

16.3 Termination for force majeure

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 article 16.3.

16.4 Effects of Termination

In the event of termination under this article, 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 clause 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,

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

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.

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

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

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

Signed on behalf of

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the agreement]

