



Request for Proposals (RfP)

EXTERNAL AUDIT

Purpose: The auditor is required to express an opinion on the financial statements of 2022 and 2023 by seeking assurance as to whether they are free of material misstatements.

Requested by Uganda Country Office (UCO), Corporate Service Department

Project Number: P9328

RfP Reference Number: UCO-Audit-P90328-01.

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 to be provided can be found in Attachment 1.

2. CONTACT DETAILS

- 2.1. During 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:

Email address: tenders.ug@iucn.org

3. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
22 nd April 2024	Publication of the Request for Proposals
24 th April 2024	Deadline for expressions of interest
6 th May 2024	Deadline for Submission of Proposal
13 th May 2024	Expected contract award date
14 th June 2024	Expected contract end date

- 3.2. Please email the IUCN contact to express your interest in submitting a Proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement. Please submit a complete proposal by the deadline for proposal submission stated above and according to the guidelines presented below.

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)

4.2. ***Proposals must be prepared in English.***

4.3. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference No. **UCO-Audit-P90328-01**– 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.

4.4. ***Pre-Qualification Criteria***

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

	Pre-Qualification Criteria
1	3 relevant references of clients similar to IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years
4	How many employees does your organisation have who are qualified for this work?

4.5. ***Technical Proposal***

The Technical Proposal must address each of the criteria stated in the table below explicitly and separately, quoting the relevant criteria reference number (in the two middle-columns).

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 as follows:

SN	Description	Information to provide	Relative weight
1	Technical capability	1.1 State your understanding of the assignment objectives and tasks.	15
		1.2. State your understanding of the expected outputs and provide technical solutions and expected outcomes.	25

		1.3. Define the equipment, techniques, tools, approaches, and methods to be used in executing the assignment.	25
		1.4. Provide assignment time schedule in conformity with assignment scheduling and duration.	5
2	Past performance alignment and coherence with current assignment objectives and tasks	2.1. Provide your past performance/ relevant experience that match with the current assignment.	10
		2.2. Indicate key personnel and their qualifications, expertise and past work experience that match with the current assignment.	10
		2.3. Attach detailed CVs of individuals whose qualifications, expertise, and past work experience match with the current assignment, and who will carry out the work specified.	10
TOTAL			100%

4.6. Financial Proposal

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

4.6.2. 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 Proposal.

4.6.3. Applicable Goods and Services Taxes

Proposal rates and prices shall be exclusive of Value Added Tax to ensure that we are comparing like for like. This applies regardless of whether the IUCN office in question is exempt from VAT.

4.6.4. Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in **Uganda Shillings**.

4.6.5. Breakdown of rates and prices

Include here all the required price information breakdown, for example daily rates or unit prices for goods. The price needs to be broken down as follows:

SN	Description	Quantity	Unit Price	Total Price
1	Professional fees			
2	Per diems/Day Day Allowance			
3	Reimbursables (specify below) a) b) c) d)			
4	Travel expenses			

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

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

4.9. *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.

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 invitation procedure, the contracting opportunity is not published and only invited suppliers may participate. There must be a minimum of three compliant Bids received for this procurement. This means that the contracting opportunity is not published on IUCN's website

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

6.3. All Proposals must be received by the submission deadline in Section 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of evaluators in accordance with the evaluation criteria stated in this RfP. No **UCO-Audit-P90328-01**. 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 in English.

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

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

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

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

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

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

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

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

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

- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your Proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

www.iucn.org

<https://twitter.com/IUCN/>

12. ATTACHMENTS

Attachment 1 ***Specification of Requirements / Terms of Reference***

The detailed terms of reference are listed below:

- Develop an understanding of the accounting system and obtain all related documentation, manuals, written policies, procedures, and other guidelines and ensure they have been complied with during the period under review. Assess the reasonableness of expenditures and ascertain whether value for money has been achieved.
- Perform a thorough audit of IUCN Uganda's books of accounts in accordance with accounting standards and all relevant local laws and regulations, ensuring accurate recording of all transactions, records, and statements, compliance with accounting standards and financial best practices, and investigation of any significant discrepancies, anomalies, or variances.
- Conduct an in-depth audit of all financial activities related to donor-funded projects, including scrutiny of fund allocation and utilization, and ensure alignment of financial reporting with donor requirements and accounting principles. Verify that funds have been used effectively and in accordance with the stipulated objectives of each donor-funded project.
- Examine and verify all financial statements and records, including bank reconciliations, statements, reports, cash books, staff advances, tax filings, and others, assessing their accuracy, completeness, and true representation of IUCN Uganda's financial performance and position.
- Review and evaluate the effectiveness of internal controls and financial management processes, identify areas of risk or non-compliance in financial procedures and controls, and suggest practical recommendations to mitigate risks and enhance IUCN Uganda's financial accountability and management practices and policies.
- Determine the total documented revenue, including opening fund balances and funds received from donors and local collections, and assess the total documented payments, reviewing all transactions for authority, eligibility, proper classification, and adequate supporting documentation.
- Review the fixed (non-current) assets register and the policies and procedures for custody or use of all assets of the organization, re-perform all periodic bank reconciliations and evaluate the system of handling cash, including cash book postings, certification of cash balances, periodic balancing, and authorization of bank reconciliations; and/or
- Assess the compliance of all staff advances with IUCN Uganda's operational policy framework, test their recovery, and evaluate their recoverability.
- Conduct entry and exit meeting with the Head of County Office and staff of IUCN.
- In addition to the audit report, the auditors will prepare a Management Letter on the following:

- ✓ Give comments and observations on the accounting records, procedures, systems and controls that were examined during the course of the audit.
- ✓ Identify specific deficiencies and areas of weakness in systems and controls and make recommendations for improvement.
- ✓ Report on the implementation status of recommendations pertaining to previous period audit reports.
- ✓ Bring to the Head of County Office's attention any other matters that the auditors consider pertinent.

Attachment 2

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

DECLARATION in relation to RfP: IUCN-24-02-P03807-01.

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 authorize 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, including Personal Data as defined by the European Union's General Data Protection Regulation (GDPR). I acknowledge that IUCN is required to retain my 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 reasonably 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>

Attachment 3

CONTRACT REFERENCE NUMBER	xxxx
PROJECT NUMBER	P90328
AWARD NUMBER	xxxx

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Uganda through its Uganda Country Office (UCO) with its offices at Plot 39, Babiha Avenue, P.O. Box 10950, Kampala, (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 Uganda Country office has a statutory obligation to submit annual programme reports and audited accounts to different government agencies in Uganda. In the past, IUCN global audit reports were accepted; however, it is now a requirement to provide country specific audit, and the audit report is required for renewal of IUCN engagements with Government.

Whereas the Audit firm has represented to IUCN that it has the required expertise and experience.

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Auditor will express an opinion on the Uganda Country Office financial statements of 2022 and 2023 by seeking assurance as to whether they are free of material misstatements

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.

1.3 The Auditor shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Auditor 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 13th May 2024 [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on 15th June 2024 (the “Expiration Date”).

3. INDEPENDENT STATUS

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

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

3.3 The Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor a fixed and firm lump sum of **xxxxxx (in figures)** Uganda Shillings **(amount spelled out in letters)**] (“the Remuneration”) based on 30 days of work at a daily rate of **[daily rate]** as follows:

5.1.1 A first instalment of **xxxxxx (in figures)** Uganda Shillings **(amount spelled out in letters)**] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement and an acceptable Inception Report together with a first invoice.

5.1.2 A second instalment of **xxxxxx (in figures)** Uganda Shillings **(amount spelled out in letters)**] corresponding to 30% of the Remuneration upon sharing first draft report and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of **xxxxxx (in figures)** Uganda Shillings **(amount spelled out in letters)**] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion

and IUCN written acceptance of final report as specified in Annex I. The final invoice must be submitted no later than **7 days** after IUCN's written acceptance of all Services or after the contract end date whichever is later.

5.2 The Auditor 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 Auditor's bank account (to be opened in the name of the Audit firm in the place where Auditor 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 Auditor 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 **xxxx** Uganda Shillings (**amount in numbers**) [**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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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
Margaret Amony Finance and Administration Officer Uganda Country Office (UCO) Plot 39, Babiiha Avenue, P.O. Box 10950, Kampala Tel: +256-414-233738/344508, Margaret.Amony@iucn.org	[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 Auditor 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 Auditor 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 Auditor 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 Auditor becomes aware of facts which constitute or may give rise to a conflict of interest, the Auditor shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Auditor 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 Auditor shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor with Personal Data. The Auditor 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 Auditor 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 Auditor 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 Auditor shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Auditor 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 Auditor 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 clause, IUCN shall pay the Auditor 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 Auditor shall not exceed the Remuneration stated in article 5 of the Agreement. The Auditor 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 Auditor 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 Auditor 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. **In witness whereof**, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) originals.

Signed on behalf of:

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

Consultant

Moses Egaru

COUNTRY REPRESENTATIVE

Date: _____

_____ **[Name of representative]**

_____ **[Position of representative]**

Date: _____

ANNEXES

Attachment 1: Specification of Requirements / Terms of Reference.

Attachment 2: Declaration of Undertaking.

Attachment 3: Consultancy Agreement (the "Agreement")