



# Request for Proposals (RfP) Develop a Brand and Visual Toolkit for the Southeast Asia and the Pacific Forests Integrated Programme

**Asia Regional Office, Science and Strategy Group, GEF-8 Southeast Asia and the Pacific Forests Integrated Programme**  
**RfP Reference: IUCN-25-11-P04913-3**

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: Noppawee Chamnanpai, Administrative Associate, Science and Strategy Group, IUCN Asia, [noppawee.chamnanpai@iucn.org](mailto:noppawee.chamnanpai@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
28 November 2025	Publication of the Request for Proposals
05 December 2025	Deadline for submission of questions
<b>08 December 2025</b>	<b>Deadline for submission of Proposals to IUCN (“Submission Deadline”)</b>
12 December 2025	Interviews / presentations
05 January 2025	Planned date for contract award
05 January 2026	Expected contract start 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.

## 4. COMPLETING AND SUBMITTING A PROPOSAL

- 4.1. Your Proposal must consist of the following four separate documents:

- 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.

<b>Pre-Qualification Criteria</b>	
<b>1</b>	3 relevant references of clients similar to IUCN / similar work (if possible)
<b>2</b>	Confirm that you have all the necessary legal registrations to perform the work

4.4. *Financial Proposal*

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

4.4.2. *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.

4.4.3. *Applicable Goods and Services Taxes*

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

4.4.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in USD

4.4.5. *Breakdown of rates and prices*

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

Description	Quantity	Unit Price	Total Price
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1	Brand toolkit, including logo, partner logo arrangements, typography and colours			
2	Editable digital media templates			
3	Editable print material templates			
4	Guidelines and/or orientation on use of templates			
5	Digital and print assets for annual conference			
	TOTAL			

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

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

4.7. *Withdrawals and Changes*

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

**5. EVALUATION OF PROPOSALS**

5.1. *Completeness*

IUCN will firstly check your Proposal for completeness. Incomplete Proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

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

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

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

5.3.2. *Minimum Quality Thresholds*

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

5.3.3. *Technical Score*

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

5.4. *Financial Evaluation and Financial Scores*

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

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

5.5. *Total Score*

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

The relative weights will be:

**Technical: 70%**  
**Financial: 30%**

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. 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 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.
- 6.3. 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. 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.
- 7.4. 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](mailto: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](http://www.iucn.org)

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

## **12. ATTACHMENTS**

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Contract Template (select 2a for companies or 2b for self-employed as applicable to you)*

**Branding and Visual Identity for the GEF-8 Southeast Asia and the Pacific Forests  
Integrated Programme (SEAP Forests IP) –  
Terms of Reference**

**Name:** TBD

**Assignment:** Develop brand and visual identity for the *GEF-8 Southeast Asia and the Pacific Forests Integrated Programme (SEAP Forests IP)*

**Location:** Desk-based work to be conducted at the discretion of the consultant

## **BACKGROUND/CONTEXT OF ASSIGNMENT**

The Southeast Asia and the Pacific Forests Integrated Programme (SEAP Forests IP) is a six-year, USD 42.4 million initiative funded by the Global Environment Facility (GEF) under its eighth replenishment cycle (GEF-8), with an additional USD 185 million in co-financing. It is one of five such GEF initiatives, alongside the GEF-8 Critical Forest Biomes Integrated Programmes for the Amazon, Guinean Forests, Mesoamerica, and the Congo Basin. Together, these programmes are driving global systems change across the world's most important tropical forest landscapes.

Co-led by IUCN and FAO, the SEAP Forests IP brings together governments, communities, and partners to conserve the region's remaining primary forests and the essential ecosystem services they provide. The SEAP Forests IP combines country-level action in Lao PDR, Thailand and Papua New Guinea, as well as regional collaboration and knowledge sharing across Southeast Asia and the Pacific, with the goal to strengthen governance to secure the long-term protection and sustainable management of these globally important forest landscapes.

To mark the launch of the programme, the Project Management Unit is looking to establish a toolkit that establishes the brand and visual identity of the programme. This toolkit will include the design and launch of a new logo, templates for online and offline communication products as well as guidelines on the use of these templates. In the run up to the annual conference for primary forests in Southeast Asia, the consultant will also support in producing communications products to raise awareness of the programme and the conference.

## **OBJECTIVE(S)**

Guided by the following objectives, the consultant is required to:

- Design and formalise the visual identity and branding for the programme in close collaboration with the Project Management Unit
- Establish co-branding guidelines to be approved by all project partners
- Create dynamic and attractive templates that will help raise interest in primary forests across Southeast Asia among relevant target audiences
- Create visual graphics that align with the brand toolkit and can be used for the programme knowledge hub

- Conduct consultations with partners to ensure all digital and print materials are usable and accessible
- Support in developing promotional materials for the upcoming annual conference on primary forests in Southeast Asia

## ACTIVITIES

All activities will be conducted in full cooperation and consultation with IUCN and FAO. The overall approach and activities of this assignment are:

### Consultant

- 1) Develop brand identity toolkit, with a focus on the programme logo
- 2) Establish donor and partner visibility guidelines in consultation with all project partners
- 3) Develop graphic elements that can be used and adapted for the project website and knowledge hub
- 4) Develop templates to be adapted for digital and offline communication products including, but not limited to, publications, PowerPoint, brochures, standees, backdrop, roll-ups, social media assets
- 5) Design and deliver how-to guides to support all partners in using and adapting the templates

### IUCN

- 1) Overall management and coordination of the assignment
- 2) Administrative and financial management of all expenses and activities
- 3) Review of all draft and final deliverables (listed below)
- 4) Provide supporting documents, including guidelines and project background
- 5) Support in delivering how-to guides among all project partners and countries

## DELIVERABLES

Deliverable	Deadline
Deliverable 1: Create brand toolkit, including logo, colours, typography	15 January 2026
Deliverable 2: Create editable digital media template (PowerPoint, social media assets) including examples of use	06 February 2026
Deliverable 3: Create editable print material templates (technical report template, country brief template, template for component-level work led by partners), including examples of use	06 February 2026
Deliverable 4: Develop donor and partner visibility guidelines in consultation with all project partners	10 February 2026
Deliverable 5: Design and deliver how-to guides for all partners to adapt and use all templates	20 March 2026
Deliverable 5: Create digital and print material templates for annual conference	20 March 2026





**TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)**

**NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)**

**WHILE PREPARING THIS AGREEMENT, THE FOLLOWING 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. SEND TO OLA and FINANCE FOR REVIEW (SUBJECT TO THE DELEGATION OF AUTHORITY POLICY)**
- 5. DELETE ALL THE EXPLANATORY COMMENTS AS THEY ARE MEANT FOR IUCN STAFF ONLY;**
- 6. SHARE WITH THE OTHER PARTY A CLEAN VERSION OF THE AGREEMENT AND INFORM THE OTHER PARTY THAT THIS AGREEMENT IS FINAL;**
- 7. SHARE WITH OLA and/or FINANCE FOR SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY).**

<b>CONTRACT REFERENCE NUMBER</b>	
<b>PROJECT NUMBER</b>	
<b>AWARD NUMBER</b>	

**CONSULTANCY AGREEMENT**  
(the “Agreement”)

**between**

**IUCN, International Union for Conservation of Nature and Natural Resources**, an international organization with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”) represented by **[insert name and title of the signatory]**,

**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].

[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], 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.

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

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 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.

3.4 In certain jurisdictions, IUCN enjoys privileges and immunities which may include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. In these cases, IUCN shall not be liable for the payment of such sales taxes.]

3.5 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.

#### 4. 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 article 15.3 preventing the Key Personnel 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") 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 [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 Agreement 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 recover 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 Should the Services not be completed at the Expiration Date or termination date of this Agreement, unused and/or unexpended funds must be returned to IUCN within thirty (30) 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 and related expected expenses have 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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 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.

## **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 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.

8.2 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 it becomes aware of any disclosure in breach of the obligations of this article 8. It shall be responsible for any breach of these obligations by its employees, subcontractors or other service providers. The Consultant will take all steps necessary to prevent further disclosure.

## **9. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

9.1 Intellectual Property rights ("IP Rights") are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets.

9.2 Pre-existing IP Rights (Pre-existing Rights") of a Party means any rights, title and interests in and to any IP 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.

9.3 All records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules,

website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the “Results”) 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, the Results and/or the Services.

9.4 The Consultant agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all IP Rights resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitation, the right to use, copy, reproduce, publish, broadcast, license, adapt, modify, make derivative products, translate in any language, communicate, sell or distribute, privately or publicly, commercially or otherwise, any item, Result or part thereof, in unlimited quantities, on any support and in any format or media known or to come, wherever in the world enforceable.

9.5 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.

9.6 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.

**10. LIABILITY AND INDEMNITY**

10.1 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.

10.2 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, including any infringement or violation, or allegations thereof, of any third party’s intellectual property rights in connection with this Agreement.

**11. COMMUNICATION AND NOTICES**

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

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

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

## **12. ETHICS, FRAUD AND CORRUPTION**

12.1 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.2 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.

12.3 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 article 11.1 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.

12.4 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 and Anti-corruption Policy, available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.5 The Consultant shall comply with the Whistleblowing and Anti-Retaliation Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which, by signing this Agreement, the Contractor confirms it has reviewed and accepted, according to which the Consultant shall report to IUCN in good faith any Concerns (as defined in the Policy).

12.6 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 actual or suspected unethical behaviour, fraud or corruption, retaliation, violation of applicable national and/or international laws, contractual obligations and/or relevant IUCN's policies and procedures. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 15 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.

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

13.1 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.

13.2 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>.

#### **14. PROCESSING OF PERSONAL DATA**

14.1 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.

14.2 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 to access his/her 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>).

14.3 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.

14.4 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.

14.5 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.

14.6 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.

#### **15. TERMINATION**

15.1 Termination for cause

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

- i. The Consultant has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. IUCN is not satisfied with the Services delivered by the Consultant;
- iii. The Consultant defaults in carrying out any of its obligations under this Agreement;
- iv. The Consultant 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 and Anti-corruption Policy (hereafter referred to as a "Fraud");
- v. The Consultant enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- vi. The Consultant 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.

15.1.2 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.

## 15.2 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.

## 15.3 Termination for force majeure

15.3.1 The performance of this Agreement by either Party is subject to war, government regulations, epidemics, pandemics, natural disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, embargoes, acts of terrorism, floods, earthquakes or other emergencies making it illegal or impossible for either Party to perform its obligations ("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.

15.3.2 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.

15.3.3 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.

15.3.4 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 15.3.

#### 15.4 Effects of Termination

In the event of termination, 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:

15.4.1 to the extent possible and if requested by IUCN, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

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

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

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

#### **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

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

16.2 The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the performance, interpretation and implementation of this Agreement.

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

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of IUCN, nor as conferring any privileges or immunities of IUCN to the Consultant or its personnel.

#### **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]  
[Position of representative]**

**[Name of representative]  
[Position of representative]**

**ANNEXES**

**[please list all annexes named in the Agreement]**



**TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)**

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

**WHILE PREPARING THIS AGREEMENT, THE FOLLOWING 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. SEND TO OLA, FINANCE AND HR FOR REVIEW (SUBJECT TO THE DELEGATION OF AUTHORITY POLICY);
5. DELETE ALL THE EXPLANATORY COMMENTS AS THEY ARE MEANT FOR IUCN STAFF ONLY;
6. SHARE WITH THE OTHER PARTY A CLEAN VERSION OF THE AGREEMENT AND INFORM THE OTHER PARTY THAT THIS AGREEMENT IS FINAL;
7. SHARE WITH OLA, FINANCE AND HR FOR SIGN-OFF (SUBJECT TO THE DELEGATION OF AUTHORITY POLICY)

<b>CONTRACT REFERENCE NUMBER</b>	
<b>PROJECT NUMBER</b>	
<b>AWARD NUMBER</b>	

**CONSULTANCY AGREEMENT**  
(the “Agreement”)

**between**

**IUCN, International Union for Conservation of Nature and Natural Resources**, an international organization with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”) represented by [insert name and title of the signatory],

**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.

3.4 In certain jurisdictions, IUCN enjoys privileges and immunities which may include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. In these cases, IUCN shall not be liable for the payment of such sales taxes.

3.5 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.

#### 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 article 15.3 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”) 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 recover 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 Should the Services not be completed at the Expiration Date or termination date of this Agreement, unused and/or unexpended funds must be returned to IUCN within thirty (30) 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 and related expected expenses have 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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 commits to 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 persons 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 article 8. The Consultant shall be responsible for any breach of these obligations by its employees, subcontractors or other service providers. The Consultant will take all steps necessary to prevent further disclosure.

## **9. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

9.1 Intellectual Property Rights ("IP Rights") are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets.

9.2 Pre-existing IP Rights ("Pre-existing Rights") of a Party means any rights, title and interests in and to any IP Rights 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.

9.3 All records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules, website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the "Results") 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, the Results and/or the Services.

9.4 The Consultant agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all IP Rights resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitation, the right to use, copy, reproduce, publish, broadcast, license, adapt, modify, make derivative products, translate in any language, communicate, sell or distribute, privately or publicly, commercially or otherwise, any item, Result or part thereof, in unlimited quantities, on any support and in any format or media known or to come, wherever in the world enforceable.

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

9.6 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.

## 10. LIABILITY AND INDEMNITY

10.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

10.2 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, including any infringement or violation, or allegations thereof, of any third party's intellectual property rights in connection with this Agreement.

## 11. 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] [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).

## **12. ETHICS, FRAUD AND CORRUPTION**

12.1 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.2 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.

12.3 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 article 11 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.

12.4 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 and Anti-corruption Policy, available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.5 The Consultant shall comply with the Whistleblowing and Anti-Retaliation Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which, by signing this Agreement, the Contractor confirms it has reviewed and accepted, according to which the Consultant shall report to IUCN in good faith any Concerns (as defined in the Policy).

12.6 The Consultant shall cooperate fully in any investigations linked to events under this article which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of actual or suspected unethical behaviour, fraud or corruption, retaliation, violation of applicable national and/or international laws, contractual obligations and/or relevant IUCN's policies and procedures. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 15 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.

## **13. 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>

## **14. PROCESSING OF PERSONAL DATA**

14.1 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.

14.2 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 to access his/her 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>).

14.3 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.

14.4 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.

14.5 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.

14.6 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.

## **15. TERMINATION**

15.1 Termination for cause

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

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

ii. IUCN is not satisfied with the Services delivered by the Consultant;

iii. the Consultant defaults in carrying out any of its obligations under this Agreement;

iv. the Consultant 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 and Anti-corruption Policy (hereafter referred to as a "Fraud");

15.1.2 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.

#### 15.2 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.

#### 15.3 Termination for force majeure

15.3.1 The performance of this Agreement by either Party is subject to war, government regulations, epidemics, pandemics, natural disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, embargoes, acts of terrorism, floods, earthquakes or other emergencies making it illegal or impossible for either Party to perform its obligations ("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.

15.3.2 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.

15.3.3 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.

15.3.4 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 15.3.

#### 15.4 Effects of Termination

In the event of termination, 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 and provided that the Agreement is not terminated for cause in accordance with article 15.1. The Consultant shall within thirty (30) days of termination:

15.4.1 to the extent possible and if requested by IUCN, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

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

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

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

## **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

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

16.2 The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the performance, interpretation and implementation of this Agreement.

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of IUCN, nor as conferring any privileges or immunities of IUCN to the Consultant.

## **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]  
[Position of representative]**

**[Name of representative]  
[Position of representative]**

**ANNEXES**

**[please list all annexes named in the Agreement]**

DRAFT