**ATTACHMENT 4 – PROPOSED CONTRACT TEMPLATE**

Below is the proposed Contract for the “IUCN Med Green List Reviewer” (RfP reference: IUCNMed-24-11- P04431 P0440). IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN’s discretion.



*Contract Template*

|  |  |
| --- | --- |
| **CONTRACT REFERENCE NUMBER**  |   |
| **PROJECT NUMBER**  |   |
| **ACTIVITY CODE**  |   |

**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 Spain through the Centre for Mediterranean Cooperation of

IUCN, with its offices located in Calle Marie Curie 22, P.T.A. 29590, Campanillas, Málaga, with CIF

W0391213F, (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 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.

1. **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”).

1. **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.

1. **OBLIGATIONS**

4.1 The Consultant shall carry out his/her duties in an expert and diligent manner and to the best of his

ability; he/she shall promptly and faithfully comply with all lawful and reasonable requests which may be made

by the IUCN Contact Person.

4.2 The Consultant shall give written or oral advice or information regarding the execution of the Services

as and when required by IUCN.

4.3 In the case of illness, accident or a case of Force Majeure as described under clause 16.3 preventing

him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

1. **REMUNERATION**

5.1 As full remuneration for the services performed under the terms of this Agreement, IUCN shall pay the

Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] (“the

Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30%

of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to

30% of the Remuneration upon delivery and IUCN written acceptance of [please indicate what

task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding

to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days

e.g. 30 days] after IUCN’s written acceptance of all Services or after the contract end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the

instalment for each payment to be made.

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time

limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for

unfulfilled Services.

5.4 IUCN shall make payments to the Consultant’s bank account (to be opened in the name of the Consultant

in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant’s

bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned

to IUCN within sixty (60) days following either of such dates, as applicable.

5.7 **VAT and other taxes are included in the above-mentioned amount. IUCN is not acting as a**

**business or professional nature entity for VAT purposes and therefore the consultant should charge in**

**its invoices the VAT or analogous tax accordingly. In case that the consultant is exempt of VAT or**

**equivalent tax in its jurisdiction, it should include a note in the invoice document informing of this issue and mentioning the law that applies.**

1. **TRAVEL EXPENSES**

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers]

[(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff for Non-Staff shall apply to all travel expenses and

is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be

submitted in the currency of the Agreement to the IUCN Contact Person in order for reimbursement to be made.

1. **CONSULTANT’S WARRANTIES AND UNDERTAKINGS**

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions

(such as but not limited to contributions to the social security system) which are due from him/her whether in

Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

7.2 The Consultant warrants that his/her performance of the Services under the terms of this Agreement will

not infringe on the rights of any third party or cause him/her to be in breach of any obligation towards a third

party.

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the

performance of this Agreement. IUCN may require the Consultant to provide a certificate of insurance evidencing such coverage.

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to

support, individuals and organizations associated with terrorism as identified on any sanction list published by

the European Union, the United States Government, the United Nations Security Council or other relevant

agency or body.

1. **CONFIDENTIALITY**

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

8.2 The Consultant may communicate confidential information only to those of its employees who are directly

and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written

consent of IUCN the contents of this Agreement and the results of work performed as part of the provision

of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the

Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the

Services and only to the extent necessary for the proper performances of the Services or to persons bound

to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in

breach of the obligations of this clause 8. The Consultant shall be responsible for any breach of these obligations by its employees or subcontractors.The Consultant will take all steps necessary to prevent further disclosure.

1. **PROPERTY OF RESULTS**

All notes, memoranda, correspondence, records, documents and other tangible items made by the Consultant

in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even

after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such

tangible items which are in his/her possession or under his/her control and relate to IUCN, its business affairs

and clients and/or the Services.

1. **INTELLECTUAL PROPERTY**

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

10.2 Pre-existing Intellectual Property (“Pre-existing Rights”) of a Party means any rights, title and interests

in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the

implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement,

each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights

belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are

vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all

rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion,

distribution and exploitation in relation to the projects undertaken and products developed in the course of the

provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

10.5 Neither Party shall have the right to use the other Party’s name, logo and/or other trademarks in any

medium and for whatever purpose without the other Party’s prior written consent in each instance of use.

1. **LIABILITY AND INDEMNITY**

11.1 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that

IUCN may incur as a result of Consultant’s actions or omissions in rendering the Services or the breach of any

of the Consultant’s obligations contained in this Agreement.

1. **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  | Consultant Contact Details  |
| [name] [title] [name of IUCN Programme/Office] [address] [phone] [email]  | [name] [title] [name of IUCN Programme/Office] [address] [phone] [email]  |

In case the Contact Person is being changed, the authorized representative of each Party shall notify the other

Party in writing (email accepted).

1. **ETHICS, FRAUD AND CORRUPTION**

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those

stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at

https://www.iucn.org/downloads/code\_of\_conduct\_and\_professional\_ethics.pdf, which by signing this

Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and

objective implementation of the Agreement is compromised for reasons involving economic interest, political or

national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in

relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant

becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly

inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing

this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in

IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti\_fraud\_policy.pdf, which by signing

this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may

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

**14. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL**

**HARASSMENT (SEAH POLICY)**

The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the

SEAH Policy available at <https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf>

**15. PROCESSING OF PERSONAL DATA**

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

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

(https://portals.iucn.org/dataprotection/requestform).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data.

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

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf

of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be

imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data

protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other

processor’s obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level

of protection for Personal Data or to an International Organization within the meaning of Regulation (EU)

2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are

provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the

online form located at (https://portals.iucn.org/dataprotection/requestform), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

**16. TERMINATION**

16.1 Termination for cause

16.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate

effect in the event that the Consultant:

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

IUCN;

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

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

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government

regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties’ personnel), civil

disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either

Party to perform its obligations (“Force Majeure Event”). The Party subject to a Force Majeure Event shall

promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it

impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the

foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement

as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended

Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages

arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force

Majeure Event, provided such Party complies with all the requirements under this clause 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in

respect of Services performed by the Consultant up until the effective date of termination, it being understood

that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in article 5

of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN’s request:

16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date

of termination and stop all ongoing activities;

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

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

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs

created as at the date of termination under this Agreement.

**17. APPLICABLE LAW AND DISPUTE RESOLUTION**

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

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

**18. GENERAL PROVISIONS**

18.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other

agreements and understandings in reference to the subject matter of this Agreement.

18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and

when signed by both Parties.

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

field of specialization.

18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer

any duties, rights or interests created under this Agreement without the prior written consent of the other.

18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay

all sums due hereunder regardless of any set-off or cross claim.

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of

which, taken together, shall constitute one and the same Agreement. The Parties agree that the signed

counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or

similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such

signature shall create a valid and binding obligation of the party executing with the same force and effect as if

such ".pdf" or electronic signature page were an original thereof.

**Signed on behalf of:**

**IUCN, International Union for**  **[full name of OTHER PARTY] Conservation of Nature and**

**Natural Resources**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**ANNEXES**

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