



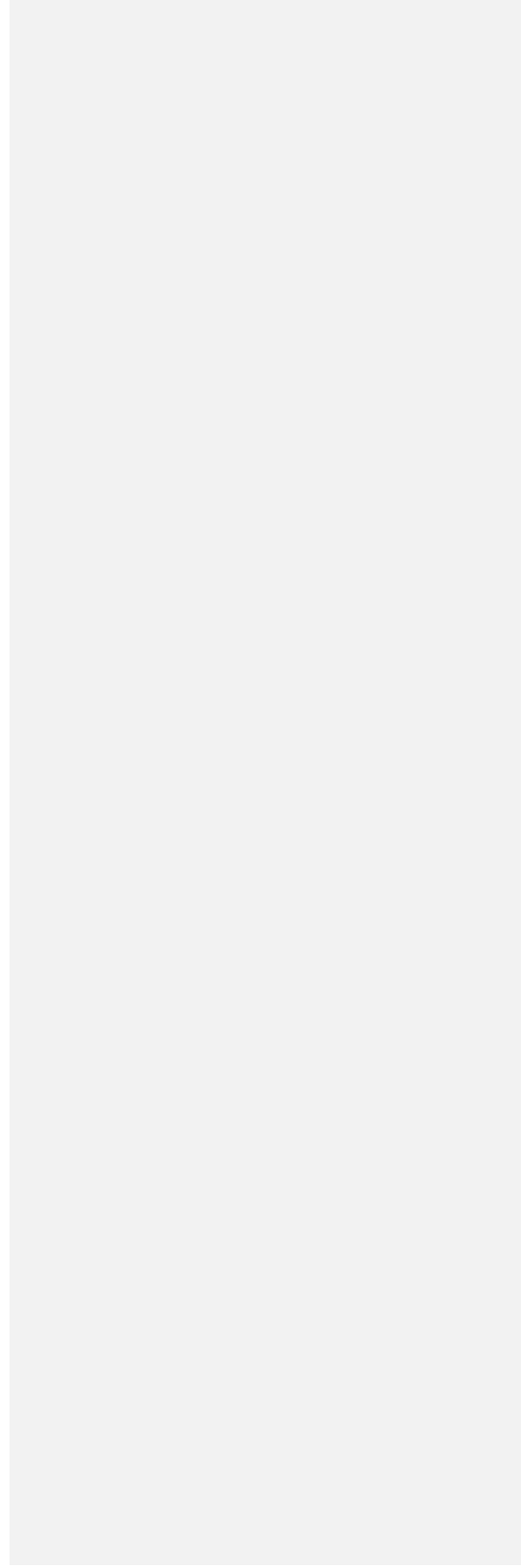
4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
5. SHARE WITH OLA and/or FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY).

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

CONSULTANCY AGREEMENT
(the "Agreement")

between

DRAFT



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:

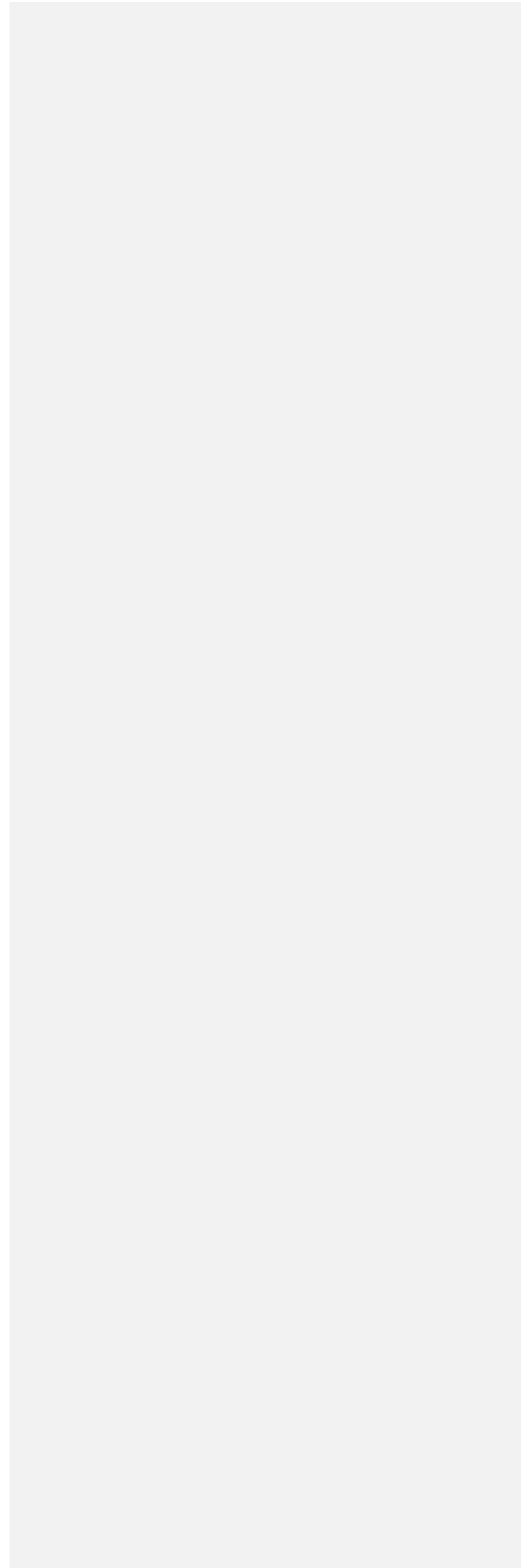
8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

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

DRAFT

D



DRAFT

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