



# Request for Proposals (RfP) Communications Community and Knowledge Platform on Plastic Pollution Solutions

**IUCN HQ, Ocean Team, Plastics (donor: US Department of State and Norad)**  
**RfP Reference: IUCN-24-02-P04357-1**  
**Budget total: EUR 12,000.00**

*Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.*

## 1. REQUIREMENTS

- 1.1. A detailed description of the services to be provided can be found in Attachment 1.

## 2. CONTACT DETAILS

- 2.1. During-Of-FoR Contact: [Janaka DaSilva@IUCN.org](mailto:Janaka.DaSilva@IUCN.org)

## 3. PROCUREMENT TIMETABLE

- 3.1. ~~The timetable of the deadlines may be changed by IUCN at any time without notice. IUCN reserves the right to modify the timetable of the deadlines and may be changed by IUCN at any time without notice. IUCN reserves the right to modify the timetable of the deadlines and may be changed by IUCN at any time without notice. IUCN reserves the right to modify the timetable of the deadlines and may be changed by IUCN at any time without notice.~~ you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
09 February 2024	Publication of the Request for Proposals
22 February 2024	Deadline for expressions of interest
29 February 2024	Deadline for submission of questions, to be answered in email
05 March 2024	Deadline for submission of proposals to IUCN (" <b>Submission Deadline</b> ")
10 March 2024	Planned date for contract award
30 March 2024	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated below. 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:

- Signed Declaration of Undertaking (see Annex 2)
- 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.









**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







Previous trading names (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Address / registered address:	

#### 4 REFERENCES

Please provide, in the table below, the reference information of at least three (3) projects, which are of a similar nature to that which will arise from this tender. The information must include:

- Client name, location, and date of execution;
- Description of project and specifically the work done in the project by you / your company;
- The approximate contract value;
- Contact details for checking references (you must provide the name, title, email address and telephone numbers of someone who can be contacted to confirm the references provided).

Proposers are reminded that the references provided may be checked and the outcome of their feedback taken in consideration during the technical evaluation. Proposers must ensure that the provided contact details of the proposed referees are complete, detailed and updated.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				

#### 5 STATEMENT

I, the undersigned, being the authorised representative of the above Proposer, hereby declare that the Proposer has examined and accepts without reserve or restriction the entire content of the Request for Proposals (RfP) for the goods/services referred to above.

I confirm that:

- The Proposer is registered on the relevant professional or trade register of the State in which it is established.
- The Proposer is in full compliance with its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of Switzerland and those of the country where the Contract is to be performed.

and that none of the following **Exclusion Criteria** apply to the above Proposer or persons having powers of representation, decision-making or control over it:

- has a conflict of interest in connection with the Contract; (A

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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 upon its signature by both Parties (the "Effective Date") and will expire on 30 June 2024 (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 benefits. (b)(7)(E), (b)(7)(F), (b)(7)(G), (b)(7)(H), (b)(7)(I), (b)(7)(J), (b)(7)(K), (b)(7)(L), (b)(7)(M), (b)(7)(N), (b)(7)(O), (b)(7)(P), (b)(7)(Q), (b)(7)(R), (b)(7)(S), (b)(7)(T), (b)(7)(U), (b)(7)(V), (b)(7)(W), (b)(7)(X), (b)(7)(Y), (b)(7)(Z), (b)(7)(AA), (b)(7)(AB), (b)(7)(AC), (b)(7)(AD), (b)(7)(AE), (b)(7)(AF), (b)(7)(AG), (b)(7)(AH), (b)(7)(AI), (b)(7)(AJ), (b)(7)(AK), (b)(7)(AL), (b)(7)(AM), (b)(7)(AN), (b)(7)(AO), (b)(7)(AP), (b)(7)(AQ), (b)(7)(AR), (b)(7)(AS), (b)(7)(AT), (b)(7)(AU), (b)(7)(AV), (b)(7)(AW), (b)(7)(AX), (b)(7)(AY), (b)(7)(AZ), (b)(7)(BA), (b)(7)(BB), (b)(7)(BC), (b)(7)(BD), (b)(7)(BE), (b)(7)(BF), (b)(7)(BG), (b)(7)(BH), (b)(7)(BI), (b)(7)(BJ), (b)(7)(BK), (b)(7)(BL), (b)(7)(BM), (b)(7)(BN), (b)(7)(BO), (b)(7)(BP), (b)(7)(BQ), (b)(7)(BR), (b)(7)(BS), (b)(7)(BT), (b)(7)(BU), (b)(7)(BV), (b)(7)(BW), (b)(7)(BX), (b)(7)(BY), (b)(7)(BZ), (b)(7)(CA), (b)(7)(CB), (b)(7)(CC), (b)(7)(CD), (b)(7)(CE), (b)(7)(CF), (b)(7)(CG), (b)(7)(CH), (b)(7)(CI), (b)(7)(CJ), (b)(7)(CK), (b)(7)(CL), (b)(7)(CM), (b)(7)(CN), (b)(7)(CO), (b)(7)(CP), (b)(7)(CQ), (b)(7)(CR), (b)(7)(CS), (b)(7)(CT), (b)(7)(CU), (b)(7)(CV), (b)(7)(CW), (b)(7)(CX), (b)(7)(CY), (b)(7)(CZ), (b)(7)(DA), (b)(7)(DB), (b)(7)(DC), (b)(7)(DD), (b)(7)(DE), (b)(7)(DF), (b)(7)(DG), (b)(7)(DH), (b)(7)(DI), (b)(7)(DJ), (b)(7)(DK), (b)(7)(DL), (b)(7)(DM), (b)(7)(DN), (b)(7)(DO), (b)(7)(DP), (b)(7)(DQ), (b)(7)(DR), (b)(7)(DS), (b)(7)(DT), (b)(7)(DU), (b)(7)(DV), (b)(7)(DW), (b)(7)(DX), (b)(7)(DY), (b)(7)(DZ), (b)(7)(EA), (b)(7)(EB), (b)(7)(EC), (b)(7)(ED), (b)(7)(EE), (b)(7)(EF), (b)(7)(EG), (b)(7)(EH), (b)(7)(EI), (b)(7)(EJ), (b)(7)(EK), (b)(7)(EL), (b)(7)(EM), (b)(7)(EN), (b)(7)(EO), (b)(7)(EP), (b)(7)(EQ), (b)(7)(ER), (b)(7)(ES), (b)(7)(ET), (b)(7)(EU), (b)(7)(EV), (b)(7)(EW), (b)(7)(EX), (b)(7)(EY), (b)(7)(EZ), (b)(7)(FA), (b)(7)(FB), (b)(7)(FC), (b)(7)(FD), (b)(7)(FE), (b)(7)(FF), (b)(7)(FG), (b)(7)(FH), (b)(7)(FI), (b)(7)(FJ), (b)(7)(FK), (b)(7)(FL), (b)(7)(FM), (b)(7)(FN), (b)(7)(FO), (b)(7)(FP), (b)(7)(FQ), (b)(7)(FR), (b)(7)(FS), (b)(7)(FT), (b)(7)(FU), (b)(7)(FV), (b)(7)(FW), (b)(7)(FX), (b)(7)(FY), (b)(7)(FZ), (b)(7)(GA), (b)(7)(GB), (b)(7)(GC), (b)(7)(GD), (b)(7)(GE), (b)(7)(GF), (b)(7)(GG), (b)(7)(GH), (b)(7)(GI), (b)(7)(GJ), (b)(7)(GK), (b)(7)(GL), (b)(7)(GM), (b)(7)(GN), (b)(7)(GO), (b)(7)(GP), (b)(7)(GQ), (b)(7)(GR), (b)(7)(GS), (b)(7)(GT), (b)(7)(GU), (b)(7)(GV), (b)(7)(GW), (b)(7)(GX), (b)(7)(GY), (b)(7)(GZ), (b)(7)(HA), (b)(7)(HB), (b)(7)(HC), (b)(7)(HD), (b)(7)(HE), (b)(7)(HF), (b)(7)(HG), (b)(7)(HH), (b)(7)(HI), (b)(7)(HJ), (b)(7)(HK), (b)(7)(HL), (b)(7)(HM), (b)(7)(HN), (b)(7)(HO), (b)(7)(HP), (b)(7)(HQ), (b)(7)(HR), (b)(7)(HS), (b)(7)(HT), (b)(7)(HU), (b)(7)(HV), (b)(7)(HW), (b)(7)(HX), (b)(7)(HY), (b)(7)(HZ), (b)(7)(IA), (b)(7)(IB), (b)(7)(IC), (b)(7)(ID), (b)(7)(IE), (b)(7)(IF), (b)(7)(IG), (b)(7)(IH), (b)(7)(II), (b)(7)(IJ), (b)(7)(IK), (b)(7)(IL), (b)(7)(IM), (b)(7)(IN), (b)(7)(IO), (b)(7)(IP), (b)(7)(IQ), (b)(7)(IR), (b)(7)(IS), (b)(7)(IT), (b)(7)(IU), (b)(7)(IV), (b)(7)(IW), (b)(7)(IX), (b)(7)(IY), (b)(7)(IZ), (b)(7)(JA), (b)(7)(JB), (b)(7)(JC), (b)(7)(JD), (b)(7)(JE), (b)(7)(JF), (b)(7)(JG), (b)(7)(JH), (b)(7)(JI), (b)(7)(JJ), (b)(7)(JK), (b)(7)(JL), (b)(7)(JM), (b)(7)(JN), (b)(7)(JO), (b)(7)(JP), (b)(7)(JQ), (b)(7)(JR), (b)(7)(JS), (b)(7)(JT), (b)(7)(JU), (b)(7)(JV), (b)(7)(JW), (b)(7)(JX), (b)(7)(JY), (b)(7)(JZ), (b)(7)(KA), (b)(7)(KB), (b)(7)(KC), (b)(7)(KD), (b)(7)(KE), (b)(7)(KF), (b)(7)(KG), (b)(7)(KH), (b)(7)(KI), (b)(7)(KJ), (b)(7)(KK), (b)(7)(KL), (b)(7)(KM), (b)(7)(KN), (b)(7)(KO), (b)(7)(KP), (b)(7)(KQ), (b)(7)(KR), (b)(7)(KS), (b)(7)(KT), (b)(7)(KU), (b)(7)(KV), (b)(7)(KW), (b)(7)(KX), (b)(7)(KY), (b)(7)(KZ), (b)(7)(LA), (b)(7)(LB), (b)(7)(LC), (b)(7)(LD), (b)(7)(LE), (b)(7)(LF), (b)(7)(LG), (b)(7)(LH), (b)(7)(LI), (b)(7)(LJ), (b)(7)(LK), (b)(7)(LL), (b)(7)(LM), (b)(7)(LN), (b)(7)(LO), (b)(7)(LP), (b)(7)(LQ), (b)(7)(LR), (b)(7)(LS), (b)(7)(LT), (b)(7)(LU), (b)(7)(LV), (b)(7)(LW), (b)(7)(LX), (b)(7)(LY), (b)(7)(LZ), (b)(7)(MA), (b)(7)(MB), (b)(7)(MC), (b)(7)(MD), (b)(7)(ME), (b)(7)(MF), (b)(7)(MG), (b)(7)(MH), (b)(7)(MI), (b)(7)(MJ), (b)(7)(MK), (b)(7)(ML), (b)(7)(MM), (b)(7)(MN), (b)(7)(MO), (b)(7)(MP), (b)(7)(MQ), (b)(7)(MR), (b)(7)(MS), (b)(7)(MT), (b)(7)(MU), (b)(7)(MV), (b)(7)(MW), (b)(7)(MX), (b)(7)(MY), (b)(7)(MZ), (b)(7)(NA), (b)(7)(NB), (b)(7)(NC), (b)(7)(ND), (b)(7)(NE), (b)(7)(NF), (b)(7)(NG), (b)(7)(NH), (b)(7)(NI), (b)(7)(NJ), (b)(7)(NK), (b)(7)(NL), (b)(7)(NM), (b)(7)(NN), (b)(7)(NO), (b)(7)(NP), (b)(7)(NQ), (b)(7)(NR), (b)(7)(NS), (b)(7)(NT), (b)(7)(NU), (b)(7)(NV), (b)(7)(NW), (b)(7)(NX), (b)(7)(NY), (b)(7)(NZ), (b)(7)(OA), (b)(7)(OB), (b)(7)(OC), (b)(7)(OD), (b)(7)(OE), (b)(7)(OF), (b)(7)(OG), (b)(7)(OH), (b)(7)(OI), (b)(7)(OJ), (b)(7)(OK), (b)(7)(OL), (b)(7)(OM), (b)(7)(ON), (b)(7)(OO), (b)(7)(OP), (b)(7)(OQ), (b)(7)(OR), (b)(7)(OS), (b)(7)(OT), (b)(7)(OU), (b)(7)(OV), (b)(7)(OW), (b)(7)(OX), (b)(7)(OY), (b)(7)(OZ), (b)(7)(PA), (b)(7)(PB), (b)(7)(PC), (b)(7)(PD), (b)(7)(PE), (b)(7)(PF), (b)(7)(PG), (b)(7)(PH), (b)(7)(PI), (b)(7)(PJ), (b)(7)(PK), (b)(7)(PL), (b)(7)(PM), (b)(7)(PN), (b)(7)(PO), (b)(7)(PP), (b)(7)(PQ), (b)(7)(PR), (b)(7)(PS), (b)(7)(PT), (b)(7)(PU), (b)(7)(PV), (b)(7)(PW), (b)(7)(PX), (b)(7)(PY), (b)(7)(PZ), (b)(7)(QA), (b)(7)(QB), (b)(7)(QC), (b)(7)(QD), (b)(7)(QE), (b)(7)(QF), (b)(7)(QG), (b)(7)(QH), (b)(7)(QI), (b)(7)(QJ), (b)(7)(QK), (b)(7)(QL), (b)(7)(QM), (b)(7)(QN), (b)(7)(QO), (b)(7)(QP), (b)(7)(QQ), (b)(7)(QR), (b)(7)(QS), (b)(7)(QT), (b)(7)(QU), (b)(7)(QV), (b)(7)(QW), (b)(7)(QX), (b)(7)(QY), (b)(7)(QZ), (b)(7)(RA), (b)(7)(RB), (b)(7)(RC), (b)(7)(RD), (b)(7)(RE), (b)(7)(RF), (b)(7)(RG), (b)(7)(RH), (b)(7)(RI), (b)(7)(RJ), (b)(7)(RK), (b)(7)(RL), (b)(7)(RM), (b)(7)(RN), (b)(7)(RO), (b)(7)(RP), (b)(7)(RQ), (b)(7)(RR), (b)(7)(RS), (b)(7)(RT), (b)(7)(RU), (b)(7)(RV), (b)(7)(RW), (b)(7)(RX), (b)(7)(RY), (b)(7)(RZ), (b)(7)(SA), (b)(7)(SB), (b)(7)(SC), (b)(7)(SD), (b)(7)(SE), (b)(7)(SF), (b)(7)(SG), (b)(7)(SH), (b)(7)(SI), (b)(7)(SJ), (b)(7)(SK), (b)(7)(SL), (b)(7)(SM), (b)(7)(SN), (b)(7)(SO), (b)(7)(SP), (b)(7)(SQ), (b)(7)(SR), (b)(7)(SS), (b)(7)(ST), (b)(7)(SU), (b)(7)(SV), (b)(7)(SW), (b)(7)(SX), (b)(7)(SY), (b)(7)(SZ), (b)(7)(TA), (b)(7)(TB), (b)(7)(TC), (b)(7)(TD), (b)(7)(TE), (b)(7)(TF), (b)(7)(TG), (b)(7)(TH), (b)(7)(TI), (b)(7)(TJ), (b)(7)(TK), (b)(7)(TL), (b)(7)(TM), (b)(7)(TN), (b)(7)(TO), (b)(7)(TP), (b)(7)(TQ), (b)(7)(TR), (b)(7)(TS), (b)(7)(TT), (b)(7)(TU), (b)(7)(TV), (b)(7)(TW), (b)(7)(TX), (b)(7)(TY), (b)(7)(TZ), (b)(7)(UA), (b)(7)(UB), (b)(7)(UC), (b)(7)(UD), (b)(7)(UE), (b)(7)(UF), (b)(7)(UG), (b)(7)(UH), (b)(7)(UI), (b)(7)(UJ), (b)(7)(UK), (b)(7)(UL), (b)(7)(UM), (b)(7)(UN), (b)(7)(UO), (b)(7)(UP), (b)(7)(UQ), (b)(7)(UR), (b)(7)(US), (b)(7)(UT), (b)(7)(UU), (b)(7)(UV), (b)(7)(UW), (b)(7)(UX), (b)(7)(UY), (b)(7)(UZ), (b)(7)(VA), (b)(7)(VB), (b)(7)(VC), (b)(7)(VD), (b)(7)(VE), (b)(7)(VF), (b)(7)(VG), (b)(7)(VH), (b)(7)(VI), (b)(7)(VJ), (b)(7)(VK), (b)(7)(VL), (b)(7)(VM), (b)(7)(VN), (b)(7)(VO), (b)(7)(VP), (b)(7)(VQ), (b)(7)(VR), (b)(7)(VS), (b)(7)(VT), (b)(7)(VU), (b)(7)(VV), (b)(7)(VW), (b)(7)(VX), (b)(7)(VY), (b)(7)(VZ), (b)(7)(WA), (b)(7)(WB), (b)(7)(WC), (b)(7)(WD), (b)(7)(WE), (b)(7)(WF), (b)(7)(WG), (b)(7)(WH), (b)(7)(WI), (b)(7)(WJ), (b)(7)(WK), (b)(7)(WL), (b)(7)(WM), (b)(7)(WN), (b)(7)(WO), (b)(7)(WP), (b)(7)(WQ), (b)(7)(WR), (b)(7)(WS), (b)(7)(WT), (b)(7)(WU), (b)(7)(WV), (b)(7)(WW), (b)(7)(WX), (b)(7)(WY), (b)(7)(WZ), (b)(7)(XA), (b)(7)(XB), (b)(7)(XC), (b)(7)(XD), (b)(7)(XE), (b)(7)(XF), (b)(7)(XG), (b)(7)(XH), (b)(7)(XI), (b)(7)(XJ), (b)(7)(XK), (b)(7)(XL), (b)(7)(XM), (b)(7)(XN), (b)(7)(XO), (b)(7)(XP), (b)(7)(XQ), (b)(7)(XR), (b)(7)(XS), (b)(7)(XT), (b)(7)(XU), (b)(7)(XV), (b)(7)(XW), (b)(7)(XX), (b)(7)(XY), (b)(7)(XZ), (b)(7)(YA), (b)(7)(YB), (b)(7)(YC), (b)(7)(YD), (b)(7)(YE), (b)(7)(YF), (b)(7)(YG), (b)(7)(YH), (b)(7)(YI), (b)(7)(YJ), (b)(7)(YK), (b)(7)(YL), (b)(7)(YM), (b)(7)(YN), (b)(7)(YO), (b)(7)(YP), (b)(7)(YQ), (b)(7)(YR), (b)(7)(YS), (b)(7)(YT), (b)(7)(YU), (b)(7)(YV), (b)(7)(YW), (b)(7)(YX), (b)(7)(YY), (b)(7)(YZ), (b)(7)(ZA), (b)(7)(ZB), (b)(7)(ZC), (b)(7)(ZD), (b)(7)(ZE), (b)(7)(ZF), (b)(7)(ZG), (b)(7)(ZH), (b)(7)(ZI), (b)(7)(ZJ), (b)(7)(ZK), (b)(7)(ZL), (b)(7)(ZM), (b)(7)(ZN), (b)(7)(ZO), (b)(7)(ZP), (b)(7)(ZQ), (b)(7)(ZR), (b)(7)(ZS), (b)(7)(ZT), (b)(7)(ZU), (b)(7)(ZV), (b)(7)(ZW), (b)(7)(ZX), (b)(7)(ZY), (b)(7)(ZZ)





publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

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

10.5 Neither Party shall have the right to use the other Party’s name, logo and/or other trademarks in any medium and for whatever purpose without the other Party’s prior written consent in each instance of use.

## 11. LIABILITY AND INDEMNITY

11.1 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.

11.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant’s actions or omissions in rendering the Services or the breach of any of the Consultant’s obligations contained in this Agreement.

## 12. COMMUNICATION AND NOTICES

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

<b>IUCN Contact Person</b>	<b>Consultant Contact Person</b>
Janaka De Silva Programme Manager Ocean Team Rue Mauverney 28 1196 Gland, Switzerland <a href="mailto:Janaka.DeSilva@IUCN.org">Janaka.DeSilva@IUCN.org</a> +41229990000	

12.2

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](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 unethical behaviour, 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 ir-6.6 (26 (l)2.6 ( t)-6.7 (ha)10.5o1.046hd5 (o)



applicable law shall be imposed on that other processor by way of an agreement. Where that other

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

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