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[redacted] ("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 the Secretariat written acceptance of [please indicate what task(s)/deliverable(s) will trigger payment] with a second 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 the Secretariat written acceptance of all Services as specified in Annex I and with the third and final invoice.

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61 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 by the Contact before any reservation is made.

62 The IUCN Travel Policy (April 2019) shall apply to all travel expenses and is available at <https://www.iucn.org/about/iucn/accountability-and-reporting/values-policies-and-procedures>.

63 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the Secretariat Contact Person in order for reimbursement to be made.

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

135 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 the Secretariat in good faith any Concerns (as defined in the Policy).

136 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by the Secretariat 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 the Secretariat's policies and procedures. The Secretariat 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 other3

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184 This Agreement is personal to the Secretariat 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.

185 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

186 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

Date: _____

Date: _____