International Union for Conservation of Nature and Natural Resources (IUCN)
Office for Mexico, Central America and the Caribbean (ORMACC)
Place of implementation: Central America – South America

result in disqualification.

1. ABOUT IUCN

IUCN is a membership Union composed of sovereign States, government agencies and civil society organisations. IUCN provides public, private and non-governmental entities with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Created in 1948, IUCN has become the largest and most diverse environmental network in the world, harnessing the experience, resources and reach of its more than 1,400 member organisations and input from more than 18,000 experts. IUCN is one of the leading providers of conservation data, assessments and analysis. Its extensive and diverse membership makes IUCN an incubator and trusted repository of best conservation practices and tools, as well as international guidelines and standards.

IUCN provides a neutral space in which diverse actors, including governments, NGOs, scientists, businesses, local communities, indigenous groups, faith-based organisations and others can work together to create and implement solutions to environmental challenges and achieve sustainable development.

IUCN works with a variety of partners and supporters to implement a broad and diverse portfolio of conservation projects around the world. These projects, which combine the latest scientific advances with the traditional knowledge of local communities, aim to halt and reverse habitat loss, restore ecosystems and improve human well-being.

http://www.uicn.org/es
https://twitter.com/IUCN/

2. REQUIREMENTS

2.1. A detailed description of the activities to be carried out by the Regional Partner and the expected outputs and outcomes are indicated in the Terms of Reference in Annex I.

- Experience in the design and

iii. Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN's discretion.

iv. Where resumes (CVs) are requested, these must be of the individuals who will execute the Implementation Agreement. The individuals put forward may only be substituted with IUCN approval.

v. In the event that a consortium or group of organisations/company applies, in addition to the above information, the following must be specified:

- Leader of the action proposal within the framework of the consortium or group of organisations/companies
- Composition of the consortium or group of organisations/companies, profile of each member
- Composition of the work team (key staff) of each member of the consortium or group of organisations/companies
- Role and responsibility in the activities/outputs of each member of the consortium or group of organisations/companies in relation to the outputs established in the ToR.

D. FINANCIAL PROPOSAL

Personnel: the proposal must indicate project coordinator and key staff who are employed by the Bidder(s), with the understanding that the selection and replacement of any Key Personnel must have IUCN's prior written approval.

Staff designated by the Bidder(s) to carry out the activities of this Agreement, IUCN employees not considered.

The amounts submitted are deemed to include all costs for professional fees, insurance, taxes, obligations and risks that must be taken into account to comply with the Terms of Reference. IUCN will not accept charges beyond those clearly stated in the Financial Proposal and eligible for execution of the Implementation Agreement.

The Bidder(s) must cover tax payments according to the rules in force in their country; have up-to-date medical and life insurance; and cover bank charges for transfer.

The amount assigned to staff hiring may not exceed 40% of the proposed budget.

Travel expenses: the amount allocated to international and domestic travel, which includes food and lodging expenses, may not exceed 30% of the total financial proposal.

External services: the amount allocated to contracting external services, consultancies and sub-contracting may not exceed 10% of the proposed budget.

Workshops and events: the amount allocated to holding workshops and events may not exceed 10% of the proposed budget.

Other operating expenses (including rent, services, claims insurance and office acquisitions): the amount allocated to these expenses may not exceed 10% of the proposed budget.

Additional information not requested by IUCN should not be included in the proposal and will not be subject to evaluation.

i. Breakdown of the Financial Proposal

For information purposes only, it is recommended that details of the financial proposal be broken down as follows:

Item	Position	Budget	Percentage dedicated
1. Personnel	Tech Prof2 (t)]TJ ET Tf2 i(t)		

12.2. To participate in this process, you must meet the following conditions:

a) Be free of conflicts of interest
b) Be registered in the relevant business or professional register of the country in which you are established (or reside, if self-employed)
c) Be in full compliance with your obligations regarding payment of social security contributions and all applicable taxes
d) Have not been convicted of non-compliance with environmental regulatory requirements or other legal requirements related to sustainability and environmental protection

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e) Are not in bankruptcy or liquidation proceedings *(applicable to Organisations/Companies).*
f) Are not guilty of a crime related to professional conduct
g) Are not involved in fraud, corruption, criminal organisation, money laundering, terrorism, or any other illegal activity.

12.3. Each bidder may submit only one proposal, either individually or as a member of a consortium or group of organisations/companies. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in the cases of alternatives that have been permitted or requested) will cause

16. ANNEXES:

Annex 1: Terms of Reference

Annex 2: Declaration of Undertaking

Annex 3: Financial Capacity and Due Diligence Questionnaire

Annex 4: Draft Implementing Agreement

ANNEX 1: TERMS OF REFERENCE

Regional Office for Mexico, Central America and the Caribbean
of the International Union for Conservation of Nature
and Natural Resources
(IUCN-ORMACC)

SELECTION OF

Regional partner in charge of:

"Expanding capacities and skills of leaders of indigenous peoples and environmental defenders in Latin America for territorial management and governance, advocacy and multilevel negotiation"

Project "Voices, Protecting Rights, Conserving Territories"

Type of Contract:	Implementing Partner Agreement
Term:	24 months
Availability:	Immediate
Responsible for Supervision:	María Belén Moncayo

1. BACKGROUND AND JUSTIFICATION

As of year-end 2022 and for a period of five years, IUCN ORMACC began implementation of the project "Advancing towards effective conservation and territorial management with a rights-based approach: strengthening regional indigenous cooperation in Latin America," hereinafter P

3. OUTPUTS TO BE DELIVERED

Objective	Output	Description
Objective 1. Develop a technical and economic feasibility study for the creation of an Intercultural Training Centre to design and deliver intercultural training programmes, with coverage at the level of Central and South America	**Output 1. Demand and supply analysis.** Document with the analysis of supply and demand for training in Central America and South American Amazon aimed at indigenous peoples and environmental defenders.	This output must identify and describe in detail the socio-territorial situation of indigenous organisations and historical and current training processes offered and to which they have access in accordance with the strategic lines proposed in the terms of reference. From this, the following can be derived: (1) correspondence with the strategic objectives of indigenous peoples' organisations, (2) correspondence with global rights, climate and biodiversity frameworks, (3) quality of the training provided, (4) composition of the teaching staff (identification of indigenous teachers, (5) composition of the student body, (6) capacity to drive research processes, 7) connection with the organisation of indigenous peoples and communities and (8) capacity to establish networks for sharing and strategic alliances.

- The governance model and functional organisational structure.
- The mechanism for linkage with the University/Training-Research Centre where theo0.002 TT(dTcEm (o0.002 Tw)-12.3 an)-12.3lwabe

		examples and case studies relevant to the participating indigenous communities. **Digitisation of pedagogical materials:** for e-learning training and self-contained courses, ensuring they are interactive and accessible. Create online versions of handbooks and guides, as well as e-learning modules that include videos, interactive questionnaires, and discussion forums.
	Objective 3. Provide certified training to indigenous leaders from seven Latin American countries (Honduras, Guatemala, Panama, Bolivia, Ecuador, Peru, and	

Evaluation and certification: Implementation of the evaluation system to measure students' progress and performance throughout the programme. At the end of the training, awarding of official

		course expectations and available resources. Include tutorials and guides on using the platform. **Application of training modules:** Development of online training modules, ensuring a logical and coherent sequence, with interactive and participatory methods such as discussion forums, practical tasks and periodic evaluations. **Ongoing Technical Support:** For participants to resolve any issues related to the e-learning platform. Provide assistance via live chat, emails, and support forums. **Evaluation and Monitoring:** Evaluation of progress and regular, personalised feedback to help participants improve and achieve course objectives. **Certification:** At the end of the training, evaluation of participants' performance and awarding of official certificates that substantiate the competencies and skills acquired. **Networking and Communities of Practice:** Creation of networks and communities of practice among participants to foster continuous sharing of knowledge and experiences. Use tools from the e-learning platform to maintain contact and collaboration. **Programme Evaluation and Continuous Improvement,** Systematisation and feedback from participants and facilitators to evaluate the programme's effectiveness and make continuous improvements in content, methodology and the platform. **Content publishing.** Once the e-learning training is completed, the contents will be published on the platform hosted by the Intercultural Training Centre to ensure that all resources and materials are available to indigenous peoples' organisations.

4. OUTPUT TIMETABLE AND SCHEDULE (REFERENTIAL)

OBJECTIVES	OUTPUTS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	22	23	24

Objective 3. Implement "self-contained" or "e-learning" courses that facilitate certified training for at least 80 people from indigenous organisationse f

5. TECHNICAL PROFILE

5.1 TECHNICAL PROFILE OF THE IMPLEMENTING PARTNER

For preparation of the implementation agreement, a partner with the following profile is required:

- University, consortium of universities and/or training and research centres in Latin America with at least 30 years of experience creating and managing training programmes in social sciences, natural sciences, education, interculturality, territorial development, human rights, environmental jurisprudence, indigenous peoples, gender, and related areas.
- Spor

- Curricula and Educational Materials: examples of curricula and educational materials used in programmes with crosscutting themes of interculturality, governance, and conservation rights, among others
- Published Research: list of research and publications carried out by the institution on related topics
- Letters of reference and testimonials from indigenous organisations and other ethnic and civil society organisations with which you have worked on training processes

5.2 TECHNICAL PROFILE OF KEY PERSONNEL

1. Programme Director

- Postgraduate degree, preferably master's and/or doctorate degrees in social sciences, political sciences, educational sciences. Postgraduate studies with a specialty in Interculturality, Human Rights, Socio-Environmental Studies, Governance, and related areas will be a plus.
- Minimum 10 years of experience in the management of educational centres or face-to-face and distance training programmes. Also in projects working with indigenous populations of Andean and Amazonian areas; in addition, command of the socio-territorial context of indigenous populations at the level of Central and South America.
- Extensive knowledge of pressures on and threats to indigenous populations, environmental challenges, and challenges for social organisation and equitable governance.
- Mastery of intercultural education methodologies
- Proven skills for curriculum design and development of educational programmes
- High-level capacity of leadership and management of multidisciplinary teams
- Excellent communication and negotiation skills
- Ability to forge strategic alliances with multi-level, governmental, NGO and civil society organisations
- Knowledge of indigenous languages will be highly valued.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges
- Ability to work collaboratively with diverse teams
- High level of commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability

2. Academic Coordinator

- Postgraduate degree, preferably master's and/or doctorate degrees in social sciences, political sciences, educational sciences. Postgraduate degree in curriculum design or intercultural education is a plus. Postgraduate studies with a specialty in Interculturality, Human Rights, Socio-Environmental Studies, Governance and related areas considered an advantage.
- At least 7 years of experience in the design, implementation and evaluation of face-to-face and distance educational programmes in public or private higher education centres, related to human rights, indigenous peoples and conservation. Experience designing courses in virtual environments with different platforms will be an advantage.
- Minimum 3 years carrying out activities coordinating teaching teams and/or consultants. Experience working with international teams will receive special consideration.
- Knowledge of the socio-territorial context of indigenous populations in Central and South America
- Demonstrated experience in applying intercultural teaching and distance education methodologies
- Knowledge of indigenous languages will be highly valued.
- Extensive management and use of educational technologies and online learning platforms
- Ability to manage educational projects
- Creativity and innovation in the development of educational materials
- Excellent organisational skills and attention to detail in training processes for indigenous peoples
- High level of commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability

3. Student Follow-up and Support Coordinator

- Postgraduate degree, preferably master's degree and/or doctorate in Psychopedagogy, Education, Educational Management, Intercultural Education or related areas. Studies related to indigenous peoples, gender, and human rights will be considered an advantage.
- At least 7 years of experience in student support and follow-up in higher education environments and continuous training processes; emphasis on the coordination of student well-being programmes with young and adult populations, preferably indigenous peoples and different ethnic groups.
- Extensive knowledge and mastery of methodologies, techniques and tools for academic and psychosocial follow-up with students, with an intercultural approach.
- Monitoring of the academic performance of indigenous students and development of intervention strategies that respect their cultural identity.
- Support for students' emotional and social well-being, providing guidance and referral to specialised services if necessary, prioritizing the intercultural approach.
- Creation and management of tutoring programmes and workshops that support the comprehensive development of indigenous students.
- Preparation of periodic reports on the progress and needs of students as well as the effectiveness of the programmes implemented, taking the indigenous worldview and cultural practices into consideration.
- Ability to plan, implement and evaluate student support programmes and projects, taking into account the indigenous cultural perspective.
- Familiarity with local and national educational regulations and policies, as well as with indigenous peoples' rights.
- Excellent intercultural communication skills; knowledge of at least one relevant indigenous language is a plus.
- Ability to lead multidisciplinary teams and work collaboratively, respecting the indigenous worldview.
- Ability to understand and address the needs of Indigenous students in an empathetic and respectful manner.
- Deep understanding of and respect for indigenous cultures and their social and educational dynamics.

4. Intercultural Training Content Specialist

- Third-level degree in social sciences, communication, pedagogy. Having a specific postgraduate degree in those fields will be an advantage.
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- Third-level degree in Education, Pedagogy, Anthropology, Sociology, Social Work, or related areas. Postgraduate studies in Intercultural Education, Cultural Studies, Educational Management or related areas are advantageous.
- At least 5 years of experience in the design, development and implementation of pedagogical processes for youth and adult education. Experience in the design of pedagogical resources with an intercultural approach is considered a plus.
- At least 3 years supporting improvement processes, training and continuous support to teaching staff for the implementation of pedagogical practices. Implementation of actions with an emphasis on indigenous peoples is advantageous.
- Broad mastery of methodologies, techniques, pedagogical tools and their application for youth and adult education; and with an emphasis on intercultural pedagogical resources.
- Excellent use of technological and digital tools to support intercultural teaching.
- Skills to evaluate the pedagogical strategies of training programmes, with a focus on change.

6. Specialist in Design and Management of Learning Environments

- Third-level degree in Education Sciences, Pedagogy or related areas. Postgraduate studies in Intercultural Education, Educational Innovation, Digital Education, Educational Management or related areas considered an advantage.
- At least 5 years of experience in design and development of virtual educational content. Experience in the design of virtual educational resources with an intercultural approach considered an advantage.
- Experience of at least 5 years in the use of collaborative online learning platforms (e.g., Microsoft Teams, Edmodo, Padlet, Trello, Moddle, Blackboard, etc.), creation of digital educational content (e.g., Genially, Canva, Mentimeter, Thinglink, etc.), and technical support in educational environments.
- Instructional design for inclusive virtual environments with an intercultural approach, especially for indigenous peoples.
- Management and maintenance of learning environment management systems.
- Ability to explain technical concepts to non-technical users.
- Innovation in the use of educational technologies.

7. Intercultural Training Facilitator

- University degree in education, social sciences, and natural sciences. Specialisation or postgraduate study in educational management, interculturality and human rights considered advantageous.
- At least 2 years of experience in academic facilitation processes and accompaniment in training sessions, workshops, seminars, among others. Work with indigenous peoples will be considered an advantage.
- Knowledge about the situation and context of indigenous peoples at the regional level.
- Capacity and application of intercultural pedagogy and adult education.
- Intercultural communication skills and training facilitation.
- Capacity to adapt teaching methods to diverse audiences.
- Empathy and skills to motivate and guide participants.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges.
- Ability to work collaboratively with diverse teams.
- Deep commitment and sensitivity to the principles of defence of indigenous peoples' rights and socio-environmental sustainability.

8. Technological Training Facilitator

- University and/or technology degree in education and informatics and related fields. Specialised education in training processes on instructional design or face-to-face and distance education will be an advantage.

- Experience of at least 2 years in the use of online learning platforms, creation of digital educational content and technical support in educational environments.
- Knowledge of online learning tools and platforms (e.g. Moodle, Blackboard, etc.).
- Instructional design for inclusive virtual environments.
- Management and maintenance of learning management systems.
- Ability to explain technical concepts to non-technical users.
- Innovation in the use of educational technologies.
- Ability to work in dynamic environments and adapt to unforeseen changes and challenges.
- Ability to work collaboratively with diverse teams.
- Technical troubleshooting and user support.

9. Programme Administrative Manager

- Licentiate degree in Business Administration, Educational Administration, Human Talent Management, Social Management or related careers. Postgraduate studies in Educational Management, Project Management, or related considered an advantage.
- Minimum experience of 7 years executing administrative processes in regular training and continuing education programmes, monitoring of programme execution, monitoring of teaching staff and students. The execution of administrative processes with indigenous peoples considered an advantage.
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6. DEADLINE AND COORDINATION

The timeframe69[7.680 rf.5 (a)5.5 (m)-12.9(hc8.24 754.4490 Tc 0 T)]TJ0.00-5a5( )TjEMC 7.8 6EMC BT1

Transactions must be verified by bank receipts or any other supporting documentation to prove the legality of such transactions.

8. TECHNICAL AND FINANCIAL REPORTING

The Contractor must submit narrative technical reports and financial reports by the dates set forth in the implementation agreement, in the format specified by IUCN.

Disbursements of budgeted funds will be made upon the presentation and approval by IUCN of technical reports and financial reports in which execution of at least 70% of the payments previously made is verified and supported.

Reports must be produced in Spanish.

9. INTELLECTUAL PROPERTY

All Intellectual Property rights conceived or realized by the Consultant or Consulting Company in the course of providing the services will belong to IUCN.

ANNEX 2:
DECLARATION OF UNDERTAKING

Consultancy for "< INSERT NAME>"

I, the undersigned, hereby confirm that I am an authorized representative of the following organisation:

Registered Name of Organisation (the "Organisation"):	
Registered address (including country):	
Year of Registration:	

I hereby authorise IUCN to store and use the information contained in the attached Proposal. Where the Proposal includes personal data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorized by each Data Subject to share this data with IUCN for the stated purposes.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflict of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN's sole discretion, be negatively affected by such conflicts of interest.
5. None of the Organisation’s staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters or in any analogous situation arising from a similar procedure provided for in national legislation or regulates

International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse or sexual harassment.

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ANNEX 3: DUE DILIGENCE AND FINANCIAL CAPACITY QUESTIONNAIRE

Due Diligence and Financial Capability Questionnaire

In order that IUCN may ascertain your capacity to administer funds received, you are kindly requested to complete all questions contained within this due diligence and financial capacity questionnaire.

All information you submit will be treated confidentially and will not be disclosed to third parties unless required by law. IUCN will keep the information provided in this Questionnaire for five years and will use it exclusively to determine your organisation's capacity and eligibility to receive grant funding from IUCN.

1. ORGANISATION INFORMATION

to. Official name of the organisation

b. Type of organisation:

Please tick the most appropriate option in each column:

☐	For-profit	☐	Incorporated company
☐	Not-for-profit / NGO	☐	Limited liabBTm0.72 w 2 JD 0 m6.84 0T-0.003 (i

d. Ownership details (applicable to "For Profit" organisations only).

Please indicate the names of owners and percentage (%) of ownership below:

2. GOVERNANCE*

to. Governing Body:

Please indicate whether the organisation is governed by:

☐ Board of Directors ☐ Executive Committee
☐ Other ☐ No governing body
(please specify)

b. Is the governing body responsible for financial oversight of the organisation?

☐ Yes ☐ No

3. LEGAL*

Regulatory filings:

Is the organisation currently fully compliant and up to date with all tax, registration and social security obligations?

☐ Yes ☐ No

If not, please provide further details:

b. Financial principles and systems:

i. What computerized accounting software system does the organisation use?

ii. Does the organisation's accounting system separately record and track income and expenditure for each individual project, grant, or contract?

☐ Yes ☐ No

iii. Does the organisation have written policies for the following – *please provide copies*

Checklist: Additional Documentation Requested

Project Number	
Award Number	

ANNEX 4: Draft Implementing Agreement

IMPLEMENTING AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources (hereafter “IUCN”), an association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Costa Rica through its Regional Office for Mexico, Central America and the Caribbean, represented by its Regional Director, Úrsula Parrilla Artiuguina, of legal age, Guatemalan, Master in International Public Policies, with Personal Identification Document with Unique Identification Code number two thousand five hundred and seventy seven space forty seven thousand two hundred and twenty two space zero one (2577-47222-0101), issued by the National Registry of Persons of the Republic of Guatemala;

And

[INSERT FULL LEGAL CORPORATE NAME OF THE OTHER PARTY] established and existing under the laws of [name of country], with [headquarters/offices] located at [full office address] (hereinafter the "Contractor"), represented by [Name, position and ID number]

IUCN and the Contractor shall be referred to herein each as a "Party" and together as the "Parties".

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 has received a donation from [insert name of donor] (hereafter the “Donor”) for the implementation of [name of project]; hereinafter the "Project".

Whereas IUCN has selected the Contractor for [please set out reasons leading IUCN to select this Contractor].

And Whereas the Contractor is willing to accept the obligations set forth hereunder and acknowledges that any continuation of this Agreement and any payment are subject to the availability of Donor funds.

Now therefore the Parties agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is the implementation by the Contractor of the [name of the project] (the “Project”) which is described in more detail in the Project Document attached to this Agreement as **Annex 1**, as well as, to regulate the terms and scope of the cooperation agreed between the Parties, under the understanding that each Party maintains its autonomy and institutional identity and that none can establish commitments in the name of the other. Both Parties state that there is no labour relationship

under any circumstances between IUCN and the Contractor. The personnel designated by the Contractor for the development of the activities of this Agreement, are not considered employees of IUCN.

1.2 The performance of this Agreement shall be carried out by [name of specific person(s) employed by the Contractor] (the “Key Personnel”), it being understood that selection and substitution of any Key Personnel shall be approved in advance by IUCN in writing.

2. TERM

This Agreement shall come into effect on the date of signature by both Parties (the “Effective Date”) and shall remain in full force and effect until [specify the date on which the Agreement will expire] (the "Expiration Date"), unless terminated or extended in accordance with articles 17 and 20.5 below, respectively.

3. TASKS AND DELIVERABLES

Tasks to be performed and/or deliverables to be delivered by the Contractor (hereafter the “Tasks” and “Deliverables”), together with the relevant schedule for their completion and delivery, are set out in [name of Annex] attached to this Agreement as **Annex [insert annex number]**.

4. PAYMENT TERMS AND CONDITIONS

4.1 The budget for this Agreement is set forth in the [name of document] attached as **Annex** [**insert annex number**] to this Agreement (the "Budget"). The Budget Funds (as defined under article 4.2 below) shall only be used to cover the expenditures which are necessary to achieve the objectives of the Project,

of the payments previously made is verified and supported and as indicated in point 7.3.2.i and in accordance with the expected amount defined in the [monthly/quarterly] report submitted. IUCN may limit or suspend disbursements in the event of inconsistencies and ineligible expenditures in the financial reports as indicated in Article 7.6.

4.4.3 Final Instalment

A Final Instalment equal to no less than ten percent (10%) of the Budget shall be withheld until the Contractor's delivery and IUCN's written acceptance of the Final Financial Report (7.3.2.ii) and the Final Technical Report (7.3.1.iii)

4.5. The Contractor must open a bank account in local currency and/or US dollars, exclusively for this project, with a commercially renowned bank in the country. Transfers to the authorized bank account will be made for the amount of the planned expenses for a period of one [month/quarter]. The account(s) must maintain a positive balance.

4.6. IUCN will make payments to the bank account in the name of the Contractor (legal personality) and that will be opened in the name of the Contractor, in the place where the Contractor 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]

[if there is an international correspondent bank, the same information must be provided for that bank as well].

4.7. The Contractor must confirm each payment received in accordance with this Agreement and within seven (7) days of receipt and shall bear any bank charges associated with any transfer of funds that IUCN may make hereunder.

4.8. Funds (including any interests thereon) that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within thirty (30) days following either of such dates, as applicable and Contractor shall reimburse IUCN for any disallowed or non-eligible expenditures.

4.9. All expenses must be reported in accordance with the approved budget according to Annex [insert Annex number] of this Agreement.

4.10 Any re-allocation of funds between/amongst Budget lines will be permitted only upon IUCN's prior written approval, to be given in each instance at IUCN's sole discretion.

4.11. Upon expiration or termination of this Agreement, the Contractor will maintain all financial records related to this Agreement for a period of ten (10) years and will make them available to the Donor, IUCN and/or external auditors at any time for inspection.
4.12. The Contractor is responsible for the payment of all taxes, as required by law, which may arise from or in connection with this Agreement. Only taxes incurred for the performance of this Agreement that cannot be reclaimed by the Contractor will be accepted as eligible costs.

4.13. The Contractor must ensure that the financial reports defined in article 7.3.2 are easily reconcilable with the accounting and recording systems of accounting books and other relevant records. To this end, the Contractor shall prepare and maintain the appropriate reconciliations, inventories, backup schedules, analysis and breakdowns, and any other actions for inspection and verification. These reconciliations must be updated at least monthly.

4.14. All Budget Funds provided under this Agreement in [insert currency] that are converted to local currency must be exchanged at the best available rate through channels authorized by applicable laws and regulations. Transactions must be verified by bank receipts or any other supporting documentation to prove the legality of such transactions.

5. PROCUREMENT, TRAVEL AND SUBCONTRACTING

5.1 All procurement of goods, materials and equipment, if any, under this Agreement shall be made in accordance with the following conditions:

a) Purchases of goods with a value of less than USD 5,000 (five thousand dollars) can be made directly. The requirements for the purchase of the good or contracting of the service must be clearly described in the Terms of Reference. Competitive bids are not required. The exception of competitive bidding for purchases of USD 5,000 (five thousand dollars) or less does not apply to the purchase of equipment. All equipment purchases require a minimum of 3 offers.

supplier's ability to provide the goods or services within the required deadlines, the reliability, and the technical capacity of the supplier.

The Terms of Reference must specify the evaluation criteria that will be applied when selecting the proposal. Where applicable, the relative weights assigned to these criteria should also be specified. As a minimum, it must be indicated for each criterion if it is of High, Medium or Low importance. Proposals must be evaluated through evaluation tables where the selection made is widely and adequately justified.

The Terms of Reference, in the case of contracting services, must indicate that the technical and financial proposals must be presented in separate documents.

f) Purchases of goods and contracting of services with a value greater than USD 100,000 (one hundred thousand dollars) can only be carried out by IUCN following its guidelines.

5.2 The procurement value shall be determined by considering the total expected value of the procurement (including reimbursement of travel-related expenses) and should not be based on subdivision of the procurement into lower value amounts. Deliberately dividing a single procurement into smaller amounts to circumvent calling for proposals will be considered a breach of this procedure. ubdiircumhe 6.3 (he)-11.6

8. PROPERTY OF RESULTS, INTELLECTUAL PROPERTY RIGHTS AND ACKNOWLEDGEMENTS

8.1 Property of results

8.1.1 All notes, computer disks and tapes, memoranda, correspondence, records, documents, data, datasets, graphic, audio and visual materials and other tangible items made, used or held by the Contractor in the course of implementation of this Agreement (the “Results”) will be and remain at all times the property of IUCN. At any time, even after the expiration or termination of this Agreement, the Contractor shall, upon request, promptly deliver to IUCN all such tangible items which are in his possession or under his control and relate to IUCN and he may not make or retain copies.

8.1.2 The Contractor shall, when providing the Tasks and/or Deliverables relating to Intellectual Property, keep appropriate and sufficient invention records in a form agreed with IUCN.

8.2 Intellectual Property rights

8.2.1 Intellectual Property Rights are any and all rights and prerogatives, registered or not, derived from Swiss and international Legislation on the protection, in particular of patents, designs, trademarks, practical knowledge ("know-how") and trade secrets.

8.2.2 A Party's Pre-

14. FRAUD, CORRUPTION AND ETHICS

14.1. The Contractor shall comply with the principles and standards of conduct that are equivalent to those stipulated in Section 4 of the Code of Professional Conduct and Ethics for the Secretariat, attached to this Agreement as Annex XXX, and confirms that they have been reviewed and accepted by signing this Agreement.

14.2. The Contractor will take all necessary measures to prevent any situation in which the impartial and objective application of the Agreement is compromised for reasons of economic interest, political or national affinity, family or emotional ties or any other shared interest.

14.3. The Contractor represents and warrants that there are no potential or actual conflicts of interest in connection with the application of this Agreement. If, in the course of this Agreement, the Contractor becomes aware of facts that constitute or may give rise to a conflict of interest, the Contractor shall promptly inform the IUCN Contact Person in clause 7.1 in writing. The Contractor shall immediately take all necessary measures 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 period.

14.4. The Contractor will take all necessary precautions to avoid fraud and corrupt practices in the implementation of this Agreement. The Contractor will comply with the standards of conduct equivalent to those stipulated in the IUCN Fraud Prevention Policy, attached to this Agreement as Annex XXX, which, by signing this Agreement, he confirms that he has reviewed and accepted.

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17.3.1 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.

17.3.2

20.10 This Agreement is made up of this document and its corresponding annexes.

20.11 The following provisions shall survive the expiration or termination of this Agreement: 8, 9, 10, 11, 16, 19, 20.

20.12 In the event that any provision, or part of any, of this Agreement is held to be invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall continue to be valid and enforceable.

20.13 In the event of a conflict between this Agreement and any of its Schedules, the Agreement and the Schedules shall be interpreted and applied in the following order:

- This agreement
- Annex 1:
- Annex 2.
- Annex 3.

This Agreement may be executed in counterparts, each of which shall be deemed 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 email in a file in ".pdf" format, and that, in this case, said signature will create a valid and binding obligation of the executing Party with the same force and effect as if said signature page ".pdf" was an original of the same.

IUCN, International Union for Conservation of Nature and Natural Resources	**[Contractor]**
Date: _____	Date: _____
Ursula Parrilla Regional Director	*Name* *Position*