

## BIOPAMA Grant Agreement <insert Grant Agreement number> MEDIUM GRANT

### SPECIAL CONDITIONS

This Grant Agreement ("Agreement") is made between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established and existing under the laws of Switzerland, with a principal place of business at Rue Mauverney 28, 1196 Gland, Switzerland ("IUCN"),

And

[COMPLETE NAME, TYPE OF LEGAL ENTITY, COUNTRY/JURISDICTION IN WHICH ESTABLISHED AND EXISTING, AND ADDRESS OF OTHER PARTY], ("Grantee"),

with IUCN and Grantee referred to individually and jointly as "Party" and "Parties".

#### Preamble

Funding in support of this Agreement is made available by IUCN through the Action Component of the project "Biodiversity and Protected Areas management" (BIOPAMA) referred to as BIOPAMA Action Component (BIOPAMA AC), funded by the European Union, represented by the European Commission, Directorate-General for Development and Cooperation, Cooperation - EuropeAid.

The Parties hereby agree as follows:

- 1. THE GRANT.** IUCN, will make available to the Grantee grant funds, in a total amount not to exceed [INSERT AMOUNT IN WORDS] EURO (EUR [INSERT AMOUNT]) (the "Grant") for the purpose and on the terms and conditions set forth in this Agreement. In all cases the use of the funds shall conform to the restrictions and limitations set forth in the General Conditions (Attachment 2 to the Agreement), the Procurement Policies and Procedures for BIOPAMA Grant Recipients (Attachment 3 to the Agreement), and the agreed budget.
- 2. PURPOSE OF THE GRANT.** The Grant is provided to support the project [INSERT PROJECT NAME] described in Attachment 1 to this Agreement (the "Project"). The Grant shall be used solely for the purposes and activities described therein. The Grantee shall be solely responsible for complying with all applicable provisions of this Agreement and will ensure that they are transmitted to and become binding upon any third parties retained by the Grantee for the implementation of the Project.
- 3. TERM.** The period covered by the Agreement shall commence on [DDMMYYYY] (the "Effective Date") and shall expire on [DDMMYYYY] (the "Expiration Date"), unless terminated prior to the Expiration Date in accordance with Article 11 of the General Conditions (Attachment 2 to the Agreement). All expenses paid out of Grant funds must be incurred during the Term of the Agreement.

**4. FINANCING THE PROJECT.**

- 4.1. The total eligible costs of the Project are estimated at [INSERT AMOUNT IN WORDS] EURO (EUR [INSERT AMOUNT]) as set out in the Budget.
- 4.2. IUCN undertakes to finance a maximum amount of [INSERT AMOUNT IN WORDS] EURO (EUR [INSERT AMOUNT]). The Grant is further limited to [%] [enter applicable percentage] of the total estimated eligible costs of the Project.
- 4.3. The final amount of IUCN’s contribution shall be determined in accordance with Articles 13 and 16 of the General Conditions (Attachment 2 to the Agreement).
- 4.4. A maximum of [INSERT PERCENTAGE LIMITED TO 7%] of the final amount of direct eligible costs of the Project established in accordance with Articles 13 and 16 of General Conditions (Attachment 2 to the Agreement), may be claimed as indirect costs.

**5. PAYMENT SCHEDULE.** Subject to the terms and conditions contained herein, IUCN will make payments of Grant funds to the Grantee as follows:

- 5.1. The payment schedule is aligned with the schedule of periodic reports.

Pre-financing and period covered	Costs covered by pre-financing	BIOPAMA funding	Documentation required	Timeline
1 <sup>st</sup> pre-financing covering the 1 <sup>st</sup> reporting period	Forecast budget of the 1 <sup>st</sup> reporting period	The part of the estimated budget financed by BIOPAMA applying the rate of financing as per Article 4.2.	Grant Agreement signed by both Parties  Grantee's payment request	30 (thirty) days after the receipt of the documentation required
Further pre-financing instalments covering subsequent reporting periods	Forecast budget for the next reporting period minus underspend amount of the previous period	The part of the estimated budget financed by BIOPAMA applying the rate of financing as per Article 4.2.	Medium Grant Technical Progress report  Medium Grant Financial Progress report  Supporting documents according to the auditors' selection  Grantee's payment request	30 (thirty) days after the approval of the reports

Balance of the grant	10% of the grant eligible costs	The part of the estimated budget financed by BIOPAMA applying the rate of financing as per Article 4.2.	Medium Grant Final Technical report Medium Grant Final Financial report Grantee's payment request Expenditure verification report	No later than 45 (forty-five) days after the approval of the final reports
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- 5.2. The total sum of all pre-financing payments may not exceed 90% of the amount referred to in Article 4 above.
- 5.3. If at the end of the reporting period the part of the expenditure actually incurred which is financed by BIOPAMA is less than the previous payment, the further pre-financing payment shall be reduced by the underspent amount.
- 5.4. The balance of 10% is paid to the Grantee no later than forty-five (45) days after the approval of the Final Medium Grant Technical and Financial Reports accompanied by an expenditure verification and a corresponding Payment Request.
- 5.5. IUCN may withhold payment of any part or all of any payment until after it has approved, in its sole discretion, the Medium Grant Technical and Financial Progress Report or Medium Grant Technical and Financial Final Report.

All payments provided for above shall be made to the following account:

Name of Bank:  
 Bank Address:  
 Account Holder Name:  
 SWIFT code:  
 Bank Account:  
 IBAN code:

No payments of Grant funds shall be made under this Agreement other than as set forth above.

## 6. REPORTING.

- 6.1. **Progress Reports.** The Grantee shall submit the following Progress Reports to IUCN within thirty (30) days following the end of the relevant [THREE-MONTH]/ [SIX-MONTH] / [TWELVE-MONTH] reporting period:
  - i. Medium Grant Technical Progress Report: to be submitted by the Grantee to IUCN in a format to be provided by IUCN and including, *inter alia*, a detailed update on progress made against objectives; during the previous [THREE-MONTH] / [SIX-MONTH] / [TWELVE-MONTH] period.
  - ii. Medium Grant Financial Progress Report: to be submitted by the Grantee to IUCN in a format to be provided by IUCN covering the relevant [THREE-MONTH] / [SIX-MONTH] / [TWELVE-MONTH] reporting period.
  - iii. A Forecast of Expenses for the next reporting period.

- 6.2. **Final Reports.** The Grantee shall submit the following Final Reports to IUCN within sixty (60) days following the Expiration Date or the effective date of termination of this Agreement:
- i. Medium Grant Technical Final Report: to be submitted by the Grantee to IUCN in the format to be provided by IUCN and including, *inter alia*, a comprehensive, detailed description of activities completed and an evaluation of accomplishments/successes under this Agreement.
  - ii. Medium Grant Financial Final Report: to be submitted by the Grantee to IUCN in a format to be provided by the IUCN.
  - iii. The Final Technical and Financial Reports must be accompanied by an expenditure verification report.
- 6.3. The Grantee must retain all receipts for a period of five (5) years after the payment of the balance of funds by IUCN.
- 6.4. Depending on the outcomes of the Grantee's risk assessment IUCN reserves the right to perform a closer scrutiny of the reported information, including but not limited to, requests for additional information and clarifications, sample checks and requests of supporting documents.

## 7. OTHER SPECIFIC CONDITIONS APPLYING TO THE PROJECT

- 7.1. Each progress report shall be accompanied by supporting documents. Non-compliance with this obligation will result in suspending payment.
- The final report shall be accompanied by expenditure verification report. Non-compliance with this obligation will result in suspending the payment.
- 7.2. The use of time-sheets reflecting the total working time of the Grantee's personnel and the personnel of all co-beneficiaries is mandatory. Non-compliance with this obligation will result in suspending the payment.
- 7.3. The no-cost extensions of the project duration are not allowed.

The Grantee shall be the sole interlocutor of IUCN and shall remain solely and fully responsible to IUCN for the performance under this Agreement.

<The Grantee shall maintain a separate bank account for the project funded by BIOPAMA.>

The Grantee is required to support BIOPAMA programme by contributing to the promotion of the Project. The Grantee shall provide, in a timely manner, information requested by IUCN to produce promotional materials including, but not limited to, a Project factsheet and Project-related articles. The Grantee shall also provide photographic media and videos showcasing the activities and results of the Project.

The Grantee is required to support the BIOPAMA programme monitoring and evaluation. The Grantee shall provide, in a timely manner, information requested by IUCN on the progress of the activities implementation. The Grantee shall complete and update the agreed logical framework using the common set of indicators developed for the BIOPAMA Action Component and providing the necessary data in order to measure the results of the project. The information will support the assessment of the BIOPAMA Action Component performance and will be shared with the BIOPAMA Regional Observatory and Reference Information System (RIS).

All purchases of goods and services must comply with the Procurement Policies and Procedures for BIOPAMA Grant Recipients (Attachment 3).

**8. NOTICE AND CONTACT PERSONS**

8.1. Except as may be expressly provided otherwise in the Agreement, any notice given by either Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or if delivered by hand, fax, special courier service or electronic mail with return receipt, to the following addresses (or such other address as each Party may notify in writing from time to time to the other Party).

8.2. The Parties' respective contact persons shall be:

<p><b>For BIOPAMA AC Secretariat</b></p> <p>Name: Position:</p> <p>Address:</p> <p>Tel : + E-mail :</p>	<p><b>For Grantee</b></p> <p>Name : Position:</p> <p>Address</p> <p>Tel: + E-mail:</p>
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8.3. Either Party may change its contact person, address, or facsimile number by written notice to the other Party. Notices shall be deemed to be received on the first business day following receipt.

**9. ENTIRE AGREEMENT.** This Agreement consists of this Agreement proper and Attachments 1 through 4, which are an integral part hereof. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings in reference thereto between the Parties.

**10.** The obligations of IUCN under this Agreement are neither made on behalf of nor are binding on any of the other Funding Sources.

**11. IN WITNESS WHEREOF,** the duly authorized representatives of the Parties have executed two counterparts of this Agreement, each of which shall be deemed an original and which together shall constitute one and the same instrument, on the date(s) indicated below. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, 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" signature page were an original thereof.

IUCN, INTERNATIONAL UNION FOR  
CONSERVATION OF NATURE AND NATURAL  
RESOURCES

[NAME OF GRANTEE ORGANISATION]

NAME [ENTER NAME OF PERSON SIGNING]  
TITLE:

NAME [ENTER NAME OF PERSON SIGNING]  
TITLE:

DATE:

DATE:

Attachment 1. Description of the Project and the Budget

Attachment 2. General Conditions applicable to grant agreements financed by BIOPAMA

Attachment 3. BIOPAMA Procurement Policies and Procedures

Attachment 4. BIOPAMA Credit and Logo Usage Policy

**ATTACHMENT 1**  
**Description of the Project and the Budget**

## **ATTACHMENT 2**

### **General Conditions applicable to grant agreements financed by BIOPAMA**

#### **ARTICLE 1 - GENERAL PROVISIONS**

##### **General principles**

- 1.1. The Grantee(s) and IUCN in its role of BIOPAMA Action Component Secretariat are the only Parties to this Agreement.
- 1.2. This Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever.

##### **Data protection**

- 1.3. Any personal data will be processed in accordance with applicable law and the IUCN Privacy Policy and solely for the purposes of the performance, management and monitoring of this Agreement by IUCN. Personal data may also be with shared and processed by the European Union and/or any bodies charged with monitoring or inspection tasks under European Union law. Grantee(s) will have the right of access to their personal data and the right to rectify any such data. If the Grantee(s) have any queries concerning the processing of personal data, they shall address them to IUCN. Grantee(s) authorizes IUCN and the European Union to publish personal and organizational data in accordance with Article 6.4 of the General Conditions.

##### **Obligations of the Grantee(s)**

- 1.4. The Grantee(s) shall carry out the Project taking all necessary and reasonable measures to ensure that the Project is carried out in accordance with the Description of the Project and Budget in Attachment 1 and the terms and conditions of this Agreement. To this purpose, the Grantee(s) shall implement the Project with the requisite care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field.

#### **ARTICLE 2 - OBLIGATION TO PROVIDE FINANCIAL AND NARRATIVE REPORTS**

- 2.1. The Grantee(s) shall provide IUCN with all required information on the implementation of the Project. The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed, the results expected and obtained and the budget details for the Project. The level of detail in any report should match that of the Description of the Project and Budget in Attachment 1. These reports shall:
  - a. cover the Project as a whole, regardless of which part of it is financed by BIOPAMA;
  - b. consist of a narrative and a financial report drafted using the templates provided by IUCN;
  - c. provide a full account of all aspects of the Project's implementation for the period covered, including in case of simplified cost options the qualitative and quantitative



information needed to demonstrate the fulfilment of the conditions for reimbursement established in this Agreement ;

- d. be drafted in the currency and language of this Agreement;
  - e. include any relevant reports, publications, press releases and updates related to the Project;
- 2.2. Additionally the final report shall cover any period not covered by the previous reports.
- 2.3. The Special Conditions may set out additional reporting requirements.
- 2.4. IUCN may request additional information at any time. The Grantee(s) shall provide this information within thirty (30) days of the request, in the language of the Agreement.
- 2.5. If the Grantee(s) fails to provide any report or fails to provide any additional information requested by IUCN within the set deadline without an acceptable and written explanation of the reasons, IUCN may terminate this Agreement according to Article 11.3 (a) and (f).

### **ARTICLE 3 - LIABILITY**

- 3.1. IUCN cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Grantee(s) while the Project is being carried out or as a consequence of the Project. IUCN cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.2. The Grantee(s) shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Grantee(s) shall discharge IUCN of all liability arising from any claim or Project brought as a result of an infringement of rules or regulations by the Grantee(s) or the Grantee(s)'s employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 3 employees of the Grantee(s) shall be considered third parties.

### **ARTICLE 4 - CONFLICT OF INTERESTS AND GOOD CONDUCT**

- 4.1. The Grantee(s) shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 4.2. Any conflict of interests which may arise during performance of this Agreement must be notified in writing to IUCN without delay. In the event of such conflict, the Grantee(s) shall immediately take all necessary steps to resolve it.
- 4.3. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 4.4. The Grantee(s) shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Agreement, the Grantee(s) shall replace, immediately and without compensation from IUCN, any member of its staff in such a situation.

- 4.5. The Grantee(s) shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

## **ARTICLE 5 - CONFIDENTIALITY**

- 5.1. "Confidential Information" means any and all tangible or intangible information, privileged or proprietary information or trade secrets given to one Party by or on behalf of the other Party and explicitly designated, either orally or in writing, as confidential, either at the time of disclosure or, if disclosed orally, confirmed in writing within thirty (30) days following the original disclosure, including, without limitation:
- a. Customer lists, services, products, manuals, business methods and practices;
  - b. Proprietary software, hardware, firmware and documentation owned by either Party, or owned by third parties but developed, produced or distributed by either Party subject to relevant licenses;
  - c. Processes, prices, profits, contract terms and operating procedures, and compilations of data or information.
- 5.2. Either Party shall keep confidential and not disclose to any third party any Confidential Information of the other Party.
- 5.3. The Confidential Information shall remain the property of the disclosing Party, and the receiving Party agrees to use it only for the purpose of performing its obligations under this Agreement.
- 5.4. Confidential Information as defined in this Article 5 shall not include information which:
- a. Was in the public domain at the time of its receipt by the receiving Party;
  - b. Was at the time of its receipt already in the receiving Party's possession or known to the receiving Party and not qualified as Confidential Information;
  - c. Becomes part of the public domain after its receipt by the receiving Party, but not through a breach of this Agreement by the receiving Party or the receiving Party's employees; or
  - d. Is rightfully given to the receiving Party by a third party on a non-confidential basis.
- 5.5. The receiving Party shall disclose the other Party's Confidential Information only to those of its employees or independent contractors who are directly and necessarily involved in the performance of this Agreement and who are bound to the receiving Party by obligations no less stringent as the ones mentioned in this Agreement. The receiving Party is responsible for ensuring that there is no breach of such confidentiality obligations by any such employees or independent contractors.
- 5.6. Subject to Article 15, IUCN and the Grantee(s) undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Agreement and identified in writing as confidential until at least five (5) years after the payment of the balance.
- 5.7. The Grantee(s) shall not use confidential information for any aim other than fulfilling their obligations under this Agreement unless otherwise agreed with IUCN.

## **ARTICLE 6 - VISIBILITY**

- 6.1. The Grantee(s) shall take all necessary steps to publicise the fact that BIOPAMA Programme funded by the 11<sup>th</sup> EDF of the European Union has co-financed the Project. Such measures shall comply with BIOPAMA Credit and Logo Usage Policy (Attachment 4 to the Agreement).
- 6.2. In particular, the Grantee(s) shall mention the financial contribution of the European Union and ACP Group of States in information given to the final recipients of the Project, in its internal and annual reports, and in any dealings with the media. It shall display the European Union, the ACP Group of States and BIOPAMA logo wherever appropriate.
- 6.3. Any notice or publication by the Grantee(s) concerning the Project, including those given at conferences or seminars, shall specify that the Project has received funding through the BIOPAMA Programme, an initiative of the ACP Group of States financed by the European Union's 11<sup>th</sup> EDF. Any publication by the Grantee(s), in whatever form and by whatever medium, including the internet, shall include the following statement: *'This document has been produced with the financial assistance of the European Union and the ACP Group of States through the BIOPAMA Programme. The contents of this document are the sole responsibility of < Grantee(s)'s name(s) > and can under no circumstances be regarded as reflecting the position of the European Union nor of the ACP Group of States.'*
- 6.4. The Grantee(s) authorises IUCN and the representatives of the European Union and the ACP Group of States to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the Project costs.

## **ARTICLE 7 - OWNERSHIP/USE OF RESULTS**

- 7.1. Unless otherwise stipulated in the Special Conditions, ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested jointly in IUCN and in the Grantee(s).
- 7.2. Without prejudice to Article 7.1, the Grantee(s) grant IUCN and the European Commission and ACP Secretariat the right to use freely and as they see fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3. The Grantee(s) shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Agreement.
- 7.4. In case natural, recognizable persons are depicted in a photograph or film, the Grantee(s) shall, in the final report to IUCN, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

## **ARTICLE 8 — AMENDMENT OF THE AGREEMENT**

- 8.1. Any amendment to this Agreement, including the annexes thereto, shall be set out in writing and signed by both Parties. This Agreement can be modified only during its execution period.
- 8.2. The amendment may not have the purpose or the effect of making changes to this Agreement that would call into question the Grant award decision or be contrary to the equal treatment of applicants. The maximum Grant referred to in Article 1 of the Special Conditions may not be increased.
- 8.3. If an amendment is requested by the Grantee(s), a duly justified request shall be submitted to IUCN.
- 8.4. Where the amendment to the Description of the Project and Budget in Attachment 1 does not affect the basic purpose of the Project and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 25% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Grantee may amend the budget and promptly inform IUCN accordingly in writing justifying the revision. A formal approval may or may not be granted by IUCN. This method may not be used to amend the headings for indirect costs, for the contingency reserve, for in-kind contributions or the amounts or rates of simplified cost options.
- 8.6. Changes of address, bank account may simply be notified by the Grantee(s). However, in duly substantiated circumstances, IUCN may oppose the Grantee'(s) choice.

## **ARTICLE 9 — IMPLEMENTATION**

### **Implementation Agreements**

- 9.1. If the Grantee(s) have to conclude implementation Agreements with contractors in order to carry out the Project, these may only cover a limited portion of the Project and shall respect BIOPAMA Procurement Policies and Procedures set out in Attachment 3 of this Agreement.
- 9.2. To the extent relevant, the Grantee(s) shall ensure that the conditions applicable to them under Articles 3, 4, 5, 6, 7 and 15 of these General Conditions are also applicable to contractors awarded an implementation Agreement.

## **ARTICLE 10- EXTENSION AND SUSPENSION**

### **Extension**

- 10.1. The Grantee(s) shall inform IUCN without delay of any circumstances likely to hamper or delay the implementation of the Project. The Grantee(s) may request an extension of the Project's implementation period as laid down in Article 3 "Term" of the Special Conditions in accordance to Article 8. The request shall be accompanied by all the supporting evidence needed for its appraisal.

## **Suspension by the Grantee(s)**

- 10.2. The Grantee may suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. The Grantee shall inform IUCN without delay, stating the nature, probable duration and foreseeable effects of the suspension.
- 10.3. The Grantee or IUCN may then terminate this Agreement in accordance with Article 11.1. If the Agreement is not terminated, the Grantee(s) shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow, informing IUCN accordingly.

## **Suspension by IUCN**

- 10.4. IUCN may request the Grantee(s) to suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, IUCN shall inform the Grantee(s) stating the nature and probable duration of the suspension.
- 10.5. The Grantee(s) or IUCN may then terminate this Agreement in accordance with Article 11.1. If the Agreement is not terminated, the Grantee(s) shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of IUCN.
- 10.6. IUCN may also suspend this Agreement or the participation of a Grantee(s) in this Agreement if IUCN has evidence that, or if, for objective and well justified reasons, IUCN deems necessary to verify whether presumably:
  - a. the Grant award procedure or the implementation of the Project have been subject to substantial errors, irregularities or fraud;
  - b. the Grantee(s) have breached any substantial obligation under this Agreement.
- 10.7. The Grantee(s) shall provide any requested information, clarification or document within thirty (30) days of receipt of the requests sent by IUCN. If, notwithstanding the information, clarification or document provided by the Grantee(s), the award procedure or the implementation of the Grant prove to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then IUCN may terminate this Agreement according to Article 11(3) h.

## **Force majeure**

- 10.8. The term force majeure, as used herein covers any unforeseeable events, not within the control of either Party to this Agreement and which by the exercise of due diligence neither Party is able to overcome such as acts of God, strikes, excluding strikes of the respective Party's personnel, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. It is specifically understood that an event beyond the reasonable control of a party related to the coronavirus (COVID-19) situation shall amount to force majeure. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under this Agreement.
- 10.9. The Grantee(s) shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.

## **Extension of the implementation period following a suspension**

10.10. In case of suspension according to Articles 10.2, 10.4 and 10.6, the implementation period of the Project shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the Agreement that may be necessary to adapt the Project to the new implementing conditions.

## **ARTICLE 11 — TERMINATION OF THE AGREEMENT**

### **Termination in case of force majeure**

11.1. In the cases foreseen in Article 10.2 and 10.4, if the Grantee(s) or IUCN believes that this Agreement can no longer be executed effectively or appropriately, it shall duly consult the other. Failing agreement on a solution, the Grantee(s) or IUCN may terminate this Agreement by serving two (2) months written notice, without being required to pay indemnity.

### **Termination for lack of Donor funds**

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

### **Termination by IUCN**

11.3. Without prejudice to Article 11.1, in the following circumstances IUCN may, after having duly consulted the Grantee(s), terminate this Agreement or the participation of any Grantee(s) in this Agreement without any indemnity on its part when:

- a. the Grantee(s) fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this Agreement and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within thirty (30) days of receipt of the letter;
- b. the Grantee(s) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c. the Grantee(s), or any related entity or person, have been found guilty of an offence concerning their professional conduct proven by any means;
- d. the Grantee(s), or any related entity or person, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the European Union's financial interests;
- e. a change to the Grantee(s)'s legal, financial, technical, organisational or ownership situation or the termination of the participation of the Grantee(s) substantially affects the implementation of this Agreement or calls into question the decision awarding the Grant;

- f. the Grantee(s) or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the Project or fails to supply – or fails to supply within the deadlines set under this Agreement - any information related to the Project required by IUCN;
  - g. the Grantee(s) has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
  - h. IUCN has evidence that the Grantee(s), or any related entity or person, has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Project;
  - i. IUCN has evidence that the Grantee(s) is subject to a conflict of interests;
  - j. the European Commission has evidence that the Grantee(s) has committed systemic or recurrent errors or irregularities, fraud, or serious breach of obligations under other grants financed by the European Union and awarded to that specific Grantee(s) under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on this Grant.
- 11.4. In the cases referred to in points (c), (d), (f) and (h) above, any related person means any physical person with powers of representation, decision-making or control in relation to the Grantee(s). Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.

### **Expiration Date**

- 11.6. The Expiration Date is as set out in Article 3 of the Special Conditions unless the Agreement is terminated in accordance with Article 11 of the General Conditions. IUCN shall postpone the Expiration Date laid down in Article 3 of the Special Conditions, so as to be able to fulfil its payment obligations, in all cases where the Grantee(s) has submitted a Payment Request in accordance with Agreement provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 12. IUCN shall notify the Grantee(s) of any postponement of the Expiration Date.
- 11.7. This Agreement will be terminated automatically if it has not given rise to any payment by IUCN within two years of its signature.

### **Effects of Termination**

- 11.8. Upon termination of this Agreement the Grantee(s) shall take all immediate steps to bring the Project to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.
- 11.9. Without prejudice to Article 13, the Grantee(s) shall be entitled to payment only for the part of the Project carried out, excluding costs relating to current commitments that are due to be executed after termination.

To this purpose, the Grantee(s) shall introduce a Payment Request to IUCN within the time limit set by Article 14.2 starting from the date of termination.

- 11.10. In the event of termination according to Article 11.1, IUCN may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, Article 11.8 of the General Conditions has been properly executed.

11.11. In the cases of termination foreseen in Article 11.3. a), c), d), f), h) and j) IUCN may, after having properly consulted the Grantee(s) and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Project.

## **ARTICLE 12 — APPLICABLE LAW AND DISPUTE SETTLEMENT**

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

12.2. The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the execution, interpretation and implementation of this Agreement.

12.3. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof which cannot be settled amicably by the Parties, shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these Rules.

The seat of the mediation shall be Gland, although the meetings may be held in IUCN Headquarters.

The mediation proceedings shall be conducted in English.

12.4. 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.

## **FINANCIAL PROVISIONS**

### **ARTICLE 13 – ELIGIBLE COSTS**

#### **Cost eligibility criteria**

13.1. Eligible costs are actual costs incurred by the Grantee(s) which meet all the following criteria:

a. They are incurred during the implementation of the Project as specified in Article 3 “Term” of the Special Conditions. In particular:

(i) Costs relating to services and works shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Signature of a contract, placing of an order, or entering into any commitment for expenditure within the implementation period for future delivery of services, works or supplies after expiry of the implementation period do not meet this requirement.

(ii) Costs incurred should be paid before the submission of the final reports.



- (iii) An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the Project, which may be incurred after the implementation period of the Project;
  - (iv) Procedures to award contracts, as referred to in Article 9, may have been initiated and contracts may be concluded by the Grantee(s) before the start of the implementation period of the Project, provided the provisions of Attachment 3 have been respected.
- b. They are indicated in the estimated overall budget for the Project;
  - c. They are necessary for the implementation of the Project;
  - d. They are identifiable and verifiable, in particular being recorded in the accounting records of the Grantee(s) and determined according to the accounting standards and the usual cost accounting practices applicable to the Grantee(s);
  - e. They comply with the requirements of applicable tax and social legislation;
  - f. They are reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

### **Eligible direct costs**

- 13.2. Subject to Article 13.1 and, where relevant, to the provisions of the Procurement Policies and Procedures for BIOPAMA Grant Recipients (Attachment 3 to the Agreement) being respected, the following direct costs of the Grantee(s) shall be eligible:
- a. the cost of staff assigned to the Project, corresponding to actual gross salaries including social security charges and other remuneration-related costs; salaries and costs shall not exceed those normally borne by the Grantee(s), unless it is justified by showing that it is essential to carry out the Project;
  - b. travel and subsistence costs for staff and other persons taking part in the Project, provided they do not exceed those normally borne by the Grantee(s) according to its rules and regulations, or the rates published by the European Commission at the time of such mission if reimbursed on the basis of simplified cost options;
  - c. purchase costs for equipment (new or used) and supplies specifically for the purposes of the Project;
  - d. costs of consumables;
  - e. costs entailed by contracts awarded by the Grantee(s) for the purposes of the Project referred to in Article 9;
  - f. costs deriving directly from the requirements of the Agreement (dissemination of information, evaluation specific to the Project, audits, translation, reproduction, insurance, etc.) including financial service costs;
  - g. duties, taxes and charges, including VAT, paid and not recoverable by the beneficiaries, unless otherwise provided in the Special Conditions.

### **Indirect costs**

- 13.3. The indirect costs for the Project are those eligible costs which may not be identified as specific costs directly linked to the implementation of the Project and may not be booked to it directly according to the conditions of eligibility in Article 13.1. However, they are incurred by the Grantee(s) in connection with the eligible direct costs for the Project. They may not include ineligible costs as referred to in Article 13.5 or costs already declared under another costs item or heading of the budget of this Agreement.

A fixed percentage of the total amount of direct eligible costs of the Agreement not exceeding the percentage laid down in Article 4 of the Special Conditions may be claimed to cover indirect costs for the Project. Flat-rate funding in respect of indirect costs does not need to be supported by accounting documents.

### **In kind contributions**

- 13.4. Any contributions in kind, which shall be listed separately in the Budget, do not represent actual expenditure and are not eligible costs.

Notwithstanding the above, if the Description of the Project and of the Budget for the Project in Attachment 1 provides for contributions in kind, such contributions have to be provided.

### **Non-eligible costs**

- 13.5. The following costs shall not be considered eligible:
- a. debts and debt service charges (interest);
  - b. provisions for losses or potential future liabilities;
  - c. costs declared by the beneficiary(ies) and financed by another project or work programme receiving a European Union (including through EDF) grant;
  - d. purchases of land or buildings;
  - e. currency exchange losses;
  - f. credit to third parties;
  - g. In kind contributions;
  - h. Salary costs of the personnel of national administrations unless they relate to the cost of activities which the relevant public authority would not carry out if the project were not undertaken;
  - i. Costs leading to personal or private profit.

## **ARTICLE 14 — PAYMENTS**

### **Payment procedures**

- 14.1.
- (a) An initial pre-financing payment of 100% of the part of the estimated budget for the first reporting period financed by BIOPAMA is calculated applying the percentage of financing stated in Article 4.2. of the Special Conditions and is made to a Grantee no later than thirty (30) days after IUCN's receipt of this Agreement executed by both Parties, together with Grantee's Payment Request;
  - (b) Further pre-financing payment(s) of the part of the estimated budget financed by BIOPAMA will constitute up to 90% of the remaining Grant budget and will be paid to the Grantee no later than thirty (30) days after the approval of the

Medium Grant Technical and Financial Progress Reports accompanied by a corresponding Payment Request;

- (c) If at the end of the reporting period the part of the expenditure actually incurred which is financed by BIOPAMA is less than the previous payment, the further pre-financing payment shall be reduced by the underspent amount;
- (d) The balance of 10% is paid to the Grantee no later than forty-five (45) days after the approval of the Final Medium Grant Technical and Financial Reports accompanied by an external audit report and a corresponding Payment Request.

It is understood that the total sum of pre-financing payments may not exceed 90% of the amount referred to in Article 4.2. of the Special Conditions. IUCN may withhold payment of any part or all of any payment until after it has approved, in its sole discretion, the aforesaid Medium Grant Technical and Financial Progress Report or Medium Grant Technical and Financial Final Report.

### **Submission of final reports**

14.2. Final Technical and Financial Reports shall be submitted by the Grantee(s)

The Grantee shall submit the Final Technical and Financial Reports to IUCN within sixty (60) days following the Expiration Date or the effective date of termination of this Agreement using the templates provided by IUCN. The Final Technical and Financial Reports shall be accompanied by an expenditure verification report.

### **Payment request**

14.3. The Payment Request shall be drafted according to the template provided by the IUCN and shall be accompanied by:

- a. Technical and Financial Reports in line with the template provided IUCN;
- b. A Forecast Budget for the following reporting period in case of request of further pre-financing;
- c. An expenditure verification report;

Payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information provided.

### **Payment deadlines**

14.4. The initial pre-financing payment shall be made within thirty (30) days of the receipt by IUCN of this Agreement executed by both Parties, together with Grantee's Payment Request.

14.5. Further pre-financing payments shall be made within thirty (30) days from the date of approval of the Project Technical and Financial Progress Reports.

Payments of the balance shall be made within sixty (60) days of the approval of final report by IUCN.

14.6. The Payment Request is deemed accepted if there is no written reply by IUCN within the deadlines set above.

### **Suspension of the period for payments**

- 14.7. Without prejudice to Article 11, IUCN may suspend the time-limits for payments by notifying the Grantee that:
- a. the amount indicated in a Request for payment is not due, or;
  - b. proper supporting documents have not been supplied, or;
  - c. IUCN needs to request clarifications, modifications or additional information to the Technical or Financial Reports, or;
  - d. IUCN has doubts on the eligibility of expenditure and needs to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
  - e. it is necessary to verify whether presumed substantial errors, irregularities or fraud have occurred in the Grant award procedure or the implementation of the Project, or;
  - f. it is necessary to verify whether the Grantee(s) have breached any substantial obligations under this Agreement, or;
  - g. the visibility obligations set out in Article 6 are not complied with.

The suspension of the time-limits for payments starts when the above notification is sent by the IUCN to the Grantee(s). The time-limit starts running again on the date on which a correctly formulated Request for Payment is recorded. The Grantee(s) shall provide any requested information, clarification or document within thirty (30) days of the request.

If, notwithstanding the information, clarification or document provided by the Grantee(s), the Payment Request is still inadmissible, or if the award procedure or the implementation of the Grant proves to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then IUCN may refuse to proceed further with payments and may, in the cases foreseen in Article 11, terminate accordingly this Agreement.

In addition, IUCN may also suspend payments as a precautionary measure without prior notice, prior to, or instead of, terminating this Agreement as provided for in Article 11.

### **Expenditure verification report**

- 14.8. The Grantee(s) must provide an expenditure verification report for any final report in the case of a Grant of more than one hundred thousand euros (EUR 100,000).

The expenditure verification report shall conform to the model to be provided by IUCN and shall be produced by an auditor approved or chosen by IUCN. The auditor shall meet the requirements set out in the Terms of Reference for expenditure verification to be provided by IUCN.

The auditor shall examine whether the costs declared by the Grantee(s) and the revenue of the Project are real, accurately recorded and eligible under this Agreement.

### **Rules for currency conversion**

- 14.9. IUCN shall make payments to the Grantee(s) to the bank account referred to in the Special Conditions to the Grant Agreement, which allows the identification of the funds paid by IUCN. Payments shall be made in the currency set in the Special Conditions.

Reports shall be submitted in the currency set out in the Special Conditions, and may be drawn from financial statements denominated in other currencies, on the basis of the Grantee(s)'s applicable legislation and applicable accounting standards. In such case and for the purpose of reporting, conversion into the currency set in the Special Conditions shall be made [using the rate of exchange at which the payment by IUCN was recorded in the Grantee(s)'s accounts] or [at the average of the monthly rates established by the EC and published at <https://ec.europa.eu/budget/graphs/inforeuro.html>].

In the event of an exceptional exchange-rate fluctuation, the Parties shall consult each other with a view to amending the Project in order to lessen the impact of such a fluctuation. Where necessary, IUCN may take additional measures such as terminating the Agreement.

## **ARTICLE 15 — ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS**

### **Accounts**

- 15.1. The Grantee(s) shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a. may be an integrated part of or an adjunct to the Beneficiary(ies)'s regular system;
  - b. shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
  - c. shall enable income and expenditure relating to the Project to be easily traced, identified and verified.
- 15.2. The Grantee(s) shall ensure that any financial report as required under Article 6 "Reporting" of the Special Conditions can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Grantee(s) shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

### **Right of access**

- 15.3. The Grantee(s) shall allow verifications to be carried out by IUCN, the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by IUCN. The Grantee(s) have to take all steps to facilitate their work.

- 15.4. The Grantee(s) shall allow the above entities to:

- a. access the sites and locations at which the Project is implemented;
- b. examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
- c. take copies of documents;

- d. carry out on-the-spot checks;
  - e. conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.
- 15.5. Additionally the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 15.6. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor authorised by IUCN carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

## **Record keeping**

- 15.7. The Grantee(s) shall keep all records, accounting and supporting documents related to this Agreement for five (5) years following the payment of the balance and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.
- They shall be easily accessible and filed so as to facilitate their examination and the Grantee(s) shall inform IUCN of their precise location.
- 15.8. All the supporting documents shall be available in the original form, including in electronic form.
- 15.9. In addition to the reports mentioned Article 6 “Reporting” of the Special Conditions, the documents referred to in this Article include:
- a. Accounting records (computerised or manual) from the Grantee(s)’s accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
  - b. Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
  - c. Proof of commitments such as contracts and order forms;
  - d. Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates), etc.;
  - e. Proof of receipt of goods such as delivery slips from suppliers;
  - f. Proof of completion of works, such as acceptance certificates;
  - g. Proof of purchase such as invoices and receipts;
  - h. Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
  - i. Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
  - j. For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;

- k. Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff (if the Project is implemented in Europe) analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.

## **ARTICLE 16 — FINAL AMOUNT OF THE GRANT**

### **Final amount**

- 16.1. The Grant may not exceed the maximum ceiling in Article 1 “Grant” of the Special Conditions either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the Project at the end of the Project are less than the estimated eligible costs as referred to in Article 1 of the Special Conditions, the Grant shall be limited to the amount obtained by applying the percentage laid down in Article 4.2 of the Special Conditions to the eligible costs of the Project approved by IUCN.

- 16.2. In addition and without prejudice to its right to terminate this Agreement pursuant to Article 11, if the Project is implemented poorly or partially - and therefore not in accordance with the Description of the Project in Attachment 1 - or late, IUCN may, by a duly reasoned decision and after allowing the Grantee(s) to submit its observations, reduce the initial Grant in line with the actual implementation of the Project and in accordance with the terms of this Agreement. This applies as well with regards to the visibility obligations set out in Article 6.

### **No profit**

- 16.3. The Grant may not produce a profit for the Grantee(s), unless specified otherwise in Article 7 of the Special Conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by IUCN when the Request for Payment of the balance is made.
- 16.4. The receipts to be taken into account are the consolidated receipts on the date on which the Payment Request for the balance is made by the Grantee(s) that fall within one of the two following categories:
  - a. income generated by the Project, unless otherwise specified in the Special Conditions;
  - b. financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by this Agreement. Any financial contribution that may be used by the Grantee(s) to cover costs other than those eligible under this Agreement or that are not due to the donor where unused at the end of the Project are not to be considered as a receipt to be taken into account for the purpose of verifying whether the Grant produces a profit for the Grantee(s).
- 16.5. Where the final amount of the Grant determined in accordance with the Agreement would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final IUCN contribution to the eligible costs actually incurred approved by IUCN.

## **ARTICLE 17 — RECOVERY**

- 17.1. If any amount is unduly paid to the Grantee(s) or if recovery is justified under the terms of this Agreement, the Grantee(s) undertakes to repay IUCN these amounts.
- 17.2. In particular, payments made do not preclude the possibility for IUCN to issue a recovery order following an expenditure verification report, an audit or further verification of the payment request.
- 17.3. If a verification reveals that the methods used by the Grantee(s) to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement and, therefore an undue payment has been made, IUCN shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat rate financing.
- 17.4. The Grantee(s) undertakes to repay any amounts paid in excess of the final amount due to IUCN within forty-five (45) days of the issuing of the debit note, the latter being the letter by which IUCN requests the amount owed by the Grantee(s).

## **MISCELLANEOUS PROVISIONS**

### **ARTICLE 18 - NO PARTNERSHIP**

The legal relationship of IUCN and the Grantee(s) to each other under this Agreement shall be that of independent contractors and nothing in this Agreement shall be deemed in any way to create a partnership, an employee-employer relationship, an agency or joint venture between IUCN and the Grantee(s). Neither Party shall have any power or authority to bind or commit the other.

### **ARTICLE 19 - ENVIRONMENT AND SOCIAL MANAGEMENT SYSTEM**

- 19.1. IUCN has developed and applies an environment and social management system ("ESMS") which guides all projects implemented and supported by IUCN. The purpose of the ESMS is to systematically screen projects on potential environmental and social risks and identify ways to avoid, minimize or mitigate them while enhancing positive impacts.
- 19.2. In the context of implementation of the Project, the Grantee(s) shall abide by the ESMS Standards and Principles available at [https://www.iucn.org/knowledge/project\\_management\\_tools/](https://www.iucn.org/knowledge/project_management_tools/) which by signing this Agreement, the Grantee(s) confirms it has reviewed and accepted and shall comply with any specific requirements resulting from ESMS screening and assessments.

### **ARTICLE 20 - COMPLIANCE**

- 20.1. The Grantee(s) represents and warrants compliance at any time with any laws that apply in the jurisdiction in which the Grantee(s) is operating or carrying out this Agreement, including, but not limited to, anti-bribery laws, employment and social security laws and tax laws.
- 20.2. The Grantee(s) represents and warrants that it is legally registered, authorised to do business and/or has procured any necessary permits or licenses required to carry out this Agreement in the jurisdiction of Project implementation and to grant IUCN the rights described in Article 7.



- 20.3. The Grantee(s) represents and warrants that no part of the Grant funds 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.

## **ARTICLE 21 – INSURANCE**

- 21.1. The Grantee(s) shall procure and maintain, until all of its obligations under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee(s), its agents, representatives, employees or sub-grantees. The insurance shall cover at least general commercial liability, business automobile liability, workers' compensation and employer liability. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. IUCN in no way warrants that such insurance is sufficient to protect the Grantee(s) from liabilities that might arise out of the performance of this Agreement by the Grantee(s), its agents, representatives, employees or sub-grantees, and the Grantee(s) is free to purchase additional insurance.
- 21.2. Written proof, satisfactory to IUCN, of the Grantee's compliance with requirements of article 21.1, shall be promptly furnished to IUCN upon IUCN's request.

## **ARTICLE 22 – NON-DISCRIMINATION**

IUCN recommends the Grantee(s) to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

## **ARTICLE 23 – FRAUD, CORRUPTION and ETHICS**

- 23.1. The Grantee(s) shall comply with the principles and expected standards of conduct set out in the Code of Conduct and Professional Ethics for the Secretariat, available at [https://www.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Grantee(s) confirms it has reviewed and accepted.
- 23.2. The Grantee(s) shall comply with the standards of conduct set forth 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 Grantee(s) confirms it has reviewed and accepted.

## **ATTACHMENT 3**

### **Procurement Policy and Procedures for BIOPAMA Grant Recipients**

#### **1. PURPOSE**

Prior to undertaking any purchases of goods or services with Grant funds, grant recipients are required to have institutional procurement policies in effect that are substantially at least as stringent as those listed below.

The specific procurement procedures listed in section 3 are **applicable to all goods/services procured** with BIOPAMA funds, and **must be followed in all cases**.

If the grant recipient is subject to national and/or public sector procurement rules and regulations, these must also be followed. The process followed must apply the more stringent requirements in all instances.

#### **2. POLICY**

If the implementation of a project requires procurement by the Beneficiary(ies), the contract must be awarded to the tender offering best value for money (i.e. the tender offering the best price-quality ratio), or, in case of work or supply contracts not involving after-sales service, to the tender offering the lowest price.

Contracts must be awarded in accordance with procurement rules and procedures:

- (a) ensuring sufficient transparency, fair competition and adequate ex-ante publicity;
- (b) ensuring equal treatment, proportionality and non-discrimination;
- (c) avoiding conflicts of interests throughout the entire procurement procedure.

Contracts must not be split artificially to circumvent procurement thresholds.

To this end, the rules set out in section 3 below must be followed. These lay down the minimum procedures to be followed and it is not precluded that other procedures offering more competition are used.

All purchases of services from individuals, companies or organizations, must be made on the basis of a written contract which must set forth in detail the relevant terms of the contract including, without limitation, the proposed scope of work, deliverables, amounts and terms of payment, timelines and the Parties' relative responsibilities and liabilities for non-performance.

Grant recipients must ensure that adequate insurance is obtained for the replacement value of any equipment purchased.

#### **3. PROCUREMENT PROCEDURES**

##### **a. Purchase contracts for goods and services with a value less than EUR 20,000**

Purchases of goods and services with a total contractual value of less than EUR 20,000 may be made through "single sourcing".

- Competitive bids are not required.
- Research should be made of available suppliers and the procurement decision should ensure **best value for money**.

- The procurement decision must be documented.
- Competitive bidding should be considered where the benefits of competitive tendering in terms of price and quality are likely to outweigh the costs of the tendering exercise.
- A record of activities carried out to ensure value for money must be kept on file.

**b. Purchase contracts for goods and services with a value between EUR 20,000 and 40,000**

Purchases of goods and services with a total contractual value equal to or more than EUR 20,000 but less than EUR 40,000 must be based on written quotations received from at least three potential suppliers. Quotations must include the price, the description and quantity of the goods, as well as the delivery time and place.

Grant recipients are advised to initially request more than three quotations and document the evaluation and selection process.

The evaluation and comparison of the quotes and the selection of the "best value for money" contract must be documented.

**c. Purchases of goods and services with a value between EUR 40,000 and EUR 90,000**

Purchases of goods and services with a total contractual value equal to or more than EUR 40,000 but less than EUR 90,000 are subject to special competitive bidding procedures. Such purchases are only allowed with separate written authorization from the BIOPAMA Regional Teams (IUCN).

- Where authorisation is granted the following competitive bidding procedure must be followed.
  - Issuing a Request for Proposal (RFP): a written document that includes all the relevant information and is issued to all the bidders. It is not enough to get 3 'quotes' from potential contractors without first issuing them with the exact requirements (e.g. Terms of Reference) and conditions for submitting proposals.
  - In addition to detailing the services or specification of the goods/services sought the RFP must specify the evaluation criteria (technical and financial) and scoring that will be used to assess the offers received and select the successful proposal.
  - The RFP can be sent directly to a number of suppliers selected by the Purchaser (although it can also be advertised through relevant media).
  - The selection of potential suppliers shall be made according to the criteria detailed in the RFP (e.g. the experience of the supplier in providing the required/similar goods or service, the ability of the supplier to deliver within the required timelines, and the reliability and technical capacity of the supplier).
  - A minimum of 3 proposals received that meet the basic requirements is mandatory. Proposals should be signed.
  - The evaluation of proposals must never be done by a single individual but instead by an evaluation panel of at least 2 evaluators.
  - Members of the evaluation panel need to sign a declaration that they have no conflict of interest with regards to the procurement and the bidders.

- The Approving Officer, i.e. the officer with delegated authority to sign the contract, has the responsibility to verify that the procurement policy has been duly followed.

#### **d. Purchases of goods and services with a value of EUR 90,000 or above**

Purchases of goods and services with a total contractual value equal to or more than EUR 90,000 are subject to special competitive bidding procedures. Such purchases are only allowed with separate written authorization from the BIOPAMA Regional Teams (IUCN).

- Where authorisation is granted the following **open** competitive bidding procedure must be followed.
  - Publish a Request for Proposal (RFP): a written document that includes all the relevant information and is made available to all interested bidders.
  - In addition to detailing the services or specification of the goods/services sought the RFP must specify the evaluation criteria (technical and financial) and scoring that will be used to assess the offers received and select the successful proposal.
  - Reasonable steps must be taken to advertise the RFP through relevant media.
  - The selection of potential suppliers shall be made according to the criteria detailed in the RFP (e.g. the experience of the supplier in providing the required/similar goods or service, the ability of the supplier to deliver within the required timelines, and the reliability and technical capacity of the supplier).
  - Proposals should be signed.
  - The evaluation of proposals must never be done by a single individual but instead by an evaluation panel of **at least 3** evaluators.
  - Members of the evaluation panel need to sign a declaration that they have no conflict of interest with regards to the procurement and the bidders.
  - The Approving Officer, i.e. the officer with delegated authority to sign the contract, has the responsibility to verify that the procurement policy has been duly followed.

#### **e. Exceptions from the above procedures**

Exceptions from the above procedures require IUCN's explicit written approval and may be made only if at least one of the following applies:

- Extreme urgency not attributable to the grant recipient;
- Additional supplies or extension of a service or work contract with the repetition of similar activities as in the original contract, provided the original contract was awarded through a competitive process.

### **MIS-PROCUREMENT**

BIOPAMA does not finance procurement undertaken by grant recipients when it is concluded by BIOPAMA auditors that mis-procurement has occurred.

Mis-procurement is deemed to have occurred if:

- (a) The procurement contract was not awarded in accordance with the provisions of the Grant Agreement;
- (b) The procurement contract was not awarded to the bidder, who otherwise would have won the tender, due to dilatory or other unjustifiable conduct by the grant recipient, resulting in the successful bid no longer being valid or available;
- (c) The most competitive bid was rejected on unjustifiable grounds; or
- (d) The award of the procurement contract was a result of fraud, corruption or other unlawful or unethical conduct.

In such cases, whether under prior or post review the portion of the grant allocated for the goods, works, or services that have been mis-procured can be cancelled.

IUCN may, in addition, exercise all other remedies available to it under the Grant Agreement and/or under applicable law.

## **ATTACHMENT 4**

### **BIOPAMA Credit and Logo Usage Policy**

#### **Communications and Visibility for BIOPAMA (Action Component) Grants**

The Grantee shall take all necessary steps to publicise the fact that the Project is funded by the European Union and the ACP Group of States through the BIOPAMA Programme. This includes acknowledging the financial contribution of the European Union and the ACP Group of States through the BIOPAMA Programme in information given to the final recipients of the project, in its internal and annual reports, and in any internal and external communications activities, including any dealings with the media.

The Grantee(s) shall publicise the project and its results taking account the guidance provided in the Communication and Visibility Manual for European Union External Actions ([available here](#)).

The Grantee(s) shall follow the “Guidelines for communications and visibility for BIOPAMA Action Component – Medium Grants” for all the communications and visibility activities related to the project. These Guidelines will be available for the Grantee(s) and are fully in line with the specifications indicated in this contract.

The Grantee(s) shall consult the BIOPAMA Action Component Secretariat – regional focal point on all the project-related communications and visibility outputs. The regional BIOPAMA coordinator advises and approves the project-related communications and visibility outputs.

These Guidelines include instructions on the use of the BIOPAMA and project’s branding, credit information and donors’ acknowledgements, recommendations for implementing communications and visibility activities and key resources for the implementation of these activities (e.g. logos, disclaimers, description texts and templates).

#### **Brands identity, logo usage and visibility**

The primary elements of the BIOPAMA brand identity related to the Project are: (i) the EU, ACP and BIOPAMA logos; (2) the disclaimers acknowledging the financial contribution and (3) the BIOPAMA Programme boilerplate.

The Grantee(s) shall acknowledge the financial contribution of the European Union and the ACP Group of States through the BIOPAMA Programme. These elements must be prominent in any communication (internal or external) or visibility activity of the Project.

The logos should be clearly displayed and should enjoy equal prominence and size. The EU, ACP and BIOPAMA logos may not be referred to as a certified quality label or eco-label. Their use shall be restricted to dissemination activities.

The credits information shall be visible next to those logos (e.g. *“With the contribution of the European Union and the ACP Group of States through the BIOPAMA Programme”*).

Any publication by the Grantee(s), in whatever form and by whatever medium, including the internet, shall include the following statement: *'This document has been produced with the financial assistance of the European Union and the ACP Group of States through the BIOPAMA Programme. The contents of this document are the sole responsibility of < Grantee's name > and can under no circumstances be regarded as reflecting the position of the European Union nor of the ACP Group of States.'*

**In the communication of the Project by the Grantee(s), special attention shall be given to the visibility of the EU, ACP and BIOPAMA to:**

**i. Publications**

Any notice or publication by the Grantee(s) concerning the Project(s), including those given at conferences or seminars, shall specify that the Project(s) has received funding through the BIOPAMA Programme, funded by the European Union and the ACP Group of States.

**ii. Media Relations**

Relevant press releases, press conferences, radio or TV interventions shall be organised in the context of the grant in cooperation with the BIOPAMA Action Component Secretariat. The boilerplates of BIOPAMA, European Union and ACP Group of States are additional brand elements to be included in press releases. Where relevant, EU Delegations shall be part of media events of the Project.

**iii. Leaflets, Brochures, Promotional Items etc.**

All leaflets and brochures should incorporate the elements of the BIOPAMA brand identity (EU, ACP and BIOPAMA; the BIOPAMA logos, disclaimer and the boilerplate).

**iv. Vehicles Supplies and Equipment**

Any vehicles, supplies and equipment, including computers, used in a relevant action should be clearly identified, and visibly carry the EU, ACP and BIOPAMA logos.

**v. Audio Visual Productions**

As with all material the productions should acknowledge the support of the EU, ACP and BIOPAMA through the use of logos.

**vi. Websites**

The Grantee(s) shall ensure that the Project, its results and resources are presented on the Grantee(s) website(s). The elements of the BIOPAMA, EU and ACP branding shall be visibly displayed.

**vii. Social Media and Digital Content**

Content such as social media posts and or news items for publication on websites and in newsletters for example should be sure to appropriately "tag" BIOPAMA using the social media handles for BIOPAMA, the European Union EuropeAid and ACP Group of States. Where possible and relevant, social media posts should be coordinated with the BIOPAMA Action Component Secretariat for optimal impact and distribution.

Stories and other digital content should explicitly acknowledge the supporting role of the BIOPAMA Programme, the European Union and the ACP Group of States.

**viii. Deliverables**

Five copies of each print publication shall be provided to the BIOPAMA Action Component Secretariat. Electronic copies of articles, reports, media interviews, shall also be provided so that they may be promoted through the BIOPAMA channels.