CALL FOR PROPOSALS

SOS – Save Our Species

Rapid Action Grants – SOUTH AFRICA

AFRICAN WILDLIFE INITIATIVE

DETAILED INSTRUCTIONS FOR APPLICANTS

Open-ended call

Applicants are strongly recommended to read this guidance document in full before completing and submitting a proposal for the SOS – Rapid Action Grants (RAG) for South Africa.
Table of Contents

1. Background .................................................................................................................. 3
2. Objective ..................................................................................................................... 3
3. Financial allocation .................................................................................................... 3
4. Project duration .......................................................................................................... 3
5. Eligibility criteria ....................................................................................................... 3
   a) Eligible actors .......................................................................................................... 3
   b) Eligible activities .................................................................................................... 4
   c) Ineligible activities ............................................................................................... 4
   d) Eligible costs ......................................................................................................... 5
   e) Ineligible costs ....................................................................................................... 5
6. Components of the project proposal .......................................................................... 5
7. How to apply ............................................................................................................... 6
8. Deadlines .................................................................................................................... 8
9. Evaluation of proposals and selection criteria ........................................................... 8
10. Notification of applicants .......................................................................................... 9
Annex 1: Application templates .................................................................................... 10
Annex 2: Guidance on terminology ............................................................................. 11
Annex 3: Guidance on monitoring and indicators .......................................................... 13
Annex 4: Guidance on long term sustainability ............................................................. 14
Annex 5: Environmental and Social Management System ............................................ 15
Annex 6: Types of SCO .................................................................................................. 16
Annex 7: SCO Examples ............................................................................................... 17
Annex 8: Review form .................................................................................................... 18
Annex 9: Checklist ......................................................................................................... 20
Annex 10: Standard Contract ....................................................................................... 20
1. **Background**

The IUCN Save Our Species African Wildlife initiative, launched in 2017 and financed by the European Union, DG Development and Cooperation, aims primarily to halt the decline of large carnivores in Africa, particularly lions (*Panthera leo*), leopards (*Panthera pardus*), cheetahs (*Acinonyx jubatus*), African wild dogs (*Lycaon pictus*), and Ethiopian wolves (*Canis simensis*), as well as other African species increasingly threatened by poaching, habitat fragmentation and human encroachment on wild habitats. The objectives of this initiative are (i) to demonstrate impact of conservation actions on threatened species and their habitats in Africa and (ii) to empower and strengthen civil society organisations which are committed to biodiversity conservation and sustainable development.

IUCN Save Our Species is now issuing a call to Civil Society Organisations (CSOs) and public entities – public authorities (national, regional, local), as well as independent bodies partially or wholly owned by government, to submit proposals targeting the conservation of any or all of the target species and other African species. Applications will only be accepted if they are submitted through the online portal at https://portals.iucn.org/sos/.

2. **Objective**

The objective of this Call for Proposals is to enable and support CSOs and public entities engaged in the conservation of threatened species (terrestrial and freshwater) in South Africa to carry out urgent conservation measures at local level to protect the species and their habitat. Eligible projects should respond to emergency situations requiring rapid action in response to threats linked to the COVID-19 crisis and its consequences.

3. **Financial allocation**

Maximum grant size for the Rapid Action Grant (RAG) is EUR 100,000 with no co-financing required. The proposed project activities should be consistent with the amount requested and include a work plan. It is important to be realistic as to what can be achieved with the available amount and within the implementation period of the project. Expenses incurred outside South Africa must be kept to a minimum and carefully justified. The budget can be based on the reimbursement of actual costs, on the use of Simplified Costs Option (SCO) and on a combination thereof (see Annex 6 for further information).

4. **Project duration**

The maximum duration of the project should be 12 months. The start date of the project will be determined by the date of the signature of the grant contract. The performance of the contract cannot start before its entry into force. Project Results and Activities need to be clear, attainable and resolve the immediate threat within the timeframe of the grant.

5. **Eligibility criteria**

a) **Eligible actors**

   In order to be eligible for a grant the applicant must be:
   
   i. a legal person and
   
   ii. be non-profit-making and
iii. be a public entity such as national, regional and local governments and independent bodies partially or wholly owned by the government or

iv. be a civil society entity, local or international non-governmental organisation. Projects presented by local and national CSOs¹, including indigenous organizations (Community Based Organisations) will be favourably considered. African NGOs are encouraged to apply. International NGOs applying will be required to work closely with national stakeholders, local communities and with the consent and all required authorizations from the government. If international NGOs apply, overseas costs (indirect costs, salaries and international travel) will have to be minimal and justification for their need provided. In the case of international NGOs having a legally registered office in South Africa, SOS will privilege the signature of a grant agreement and direct transfer of funds to their South African registered office. Working with governments is encouraged. An application can be submitted by several partners. Partners participate in designing and implementing the project, and the costs they incur are eligible in the same way as those incurred by the lead partner. Partners must satisfy the eligibility criteria as applicable to the lead partner. If awarded the grant contract, the partner(s) (if any) will become beneficiary (ies) in the project (together with the lead partner as coordinator).

v. grantees cannot have a conflict of interest in applying for this call. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. **In case of a potential or perceived conflict of interest, please contact the IUCN Save Our Species Secretariat at SaveOurSpecies@iucn.org for further advice on your eligibility, prior to submitting an application.**

vi. grantees cannot be current employees of IUCN or close relatives (i.e. immediate family) of IUCN employees.

b) **Eligible activities**

i. Are eligible, activities that respond to emergencies resulting from the COVID-19 pandemic and the restrictions put in place to contain it, such as:
   a. Maintaining or increasing the frequency and coverage of anti-poaching patrols in response to the risk of increased poaching incidents;
   b. Preventing the transmission of the coronavirus from humans to wild animals;
   c. Developing alternative livelihoods for local communities who have suffered income losses as a result of the pandemic;
   d. Other conservation activities targeting threatened species, where there is a demonstrable loss of funding as a result of the pandemic.

ii. Proposed activities must observe all relevant environmental and social Principles and Standards. Short-listed projects will be subjected to a full Environmental and Social Management System (ESMS) screening through the use of the ESMS questionnaire. Please refer to the ESMS section in Annex 5 for further information.

iii. Projects must be implemented in South Africa only.

c) **Ineligible activities**

i. Projects proposing pure research activities, captive breeding or conservation planning are not eligible.

ii. The following types of action are ineligible: the purchase of land, buildings and firearms, activities adversely affecting people and local communities or where these communities have not provided their broad support to the project activities (e.g. involuntary resettlement of people), the removal or altering of any physical cultural property (includes sites having

¹ A Civil Society Organisation (CSO) is a non-state and not-for-profit voluntary association.
archaeological, paleontological, historical, religious, or unique natural values) and activities that duplicate work previously funded by SOS.

d) **Eligible costs**

Only eligible costs will be reimbursed by the grant.

i. Eligible costs include personnel costs (salaries, social charges, employer costs), subcontracting (external services), local office costs (rent, utilities, telecommunication costs) – please note the local office costs cannot exceed 7% of the Total project budget, supplies (not office related), equipment & maintenance, travel (international travel, local travel, accommodation, subsistence), meetings & workshops (venue costs, catering, speakers’ fees).

ii. Grantees will need to adhere to the Procurement Policy and Procedure for SOS Grant Recipients, available at: https://portals.iucn.org/sos/sites/sos/files/procurement_policy_and_procedure_for_sos_grant_recipients.pdf. For costs with a value in excess of EUR 20,000 three price quotations from different suppliers will need to obtained and kept with financial records.

iii. Indirect costs\(^2\) are eligible at the flat-rate of up to 7% of the estimated total eligible direct costs.

e) **Ineligible costs**

i. Applicants may not propose financial support to third parties through sub-grants.

ii. Ineligible costs include debts and debt service charges (interest), provisions for losses or potential future liabilities, exchange rate losses and purchases of land and buildings.

6. **Components of the project proposal**

Application templates (technical and financial) are available online for submitting the proposals (see section 7 for more information). Applicants can submit applications in **English only**. Templates and guidelines are available.

The proposal must indicate **how the project will be structured, staffed, and managed**. Applicants must demonstrate capacity to manage and implement successful projects. Proposals should include a clear logical framework demonstrating how Activities will lead to Outputs and Results (please see Annex 2 for additional guidance on the terminology used in the logical framework). Proposals should concretely describe anticipated **impacts** of the project and how they will resolve the threat resulting from the emergency. The proposal should also include a project monitoring plan with clear **measurable indicators**; two types of indicators must be considered:

a. Indicators related to the target species, their habitat and the people who depend on it such as (i) change in population numbers of target species, (ii) measurable reduction of threat to target species and its habitat, (iii) number of project beneficiaries, (iv) enabling conditions for conservation such as improvement of management effectiveness.

b. Indicators related to the project proponent; these indicators will help evaluate increase in capacity of the proponent. Over the course of the project the proponent will be asked to report on parameters such as number of staff, increase in the organisation’s annual budget, new grants signed as a direct result of the project, number of members, number of visitors on website or followers on social media.

\(^2\) Indirect costs are costs that are not directly accountable to a cost object (such as a particular project, facility, function or product) and may include administration, personnel and security costs.
7. **How to apply**

Applications can be submitted **only** through the **SOS ONLINE PORTAL**. Applicants need to create an account to upload an application. The SOS Online Portal is accessible from the SOS website [here](#).

Following registration, you will receive an email with your username and a link that will allow you to choose an account password and update your contact details. If you already have an account but have forgotten your credentials, you can request a new password. This will be sent in a separate email.

The application templates and a copy of these guidelines (Detailed Instructions for Applicants) can be downloaded from the links on the right-hand side of the Portal:
Applications templates can be filled in offline and uploaded once completed.

When ready to submit your application please click on the “Apply for a Rapid Action Grant” link:

Some information will need to be provided directly on the Portal before the application documents can be uploaded. Please fill in all the fields.
A function at the bottom of the page allows you to change the status of your application from DRAFT to SUBMITTED once completed. Once ready to submit it is sufficient to change the status to SUBMITTED and click on the SAVE button below. Please note that once submitted, applications cannot be modified in any way although all the information provided and the files uploaded will be available for consultation and downloading. Before submitting you should ensure that you have entered all the requested information and that all the required documents have been uploaded successfully. Applications can also be DELETED if the applicant desires to do so.

8. **Deadlines**

This is an open-ended call, to be kept open until 31 August 2021.

We will only accept applications submitted through the online portal.

9. **Evaluation of proposals and selection criteria**

The review process and the final decision on awarding the grant are expected to take a maximum of 6 weeks following the receipt of proposals. Criteria for allocation of support are:

- a) projects must directly address a crisis or emergency situation for threatened species;
- b) the proposed intervention must have a moderate to high likelihood to improve the situation; and
c) grantees must demonstrate proven capacity to implement proposed activities, responsibly manage projects, and meet IUCN safeguards. Short-listed applications will be requested to complete and submit a full Environmental and Social Management System (ESMS) questionnaire (see Annex 5 for more information).

If approved, the SOS Secretariat will inform the applicant that the project has been selected for funding. The Applicant will be asked to address any of the issues raised during the project evaluation and it may be needed to modify the proposal. Once the key issues have been addressed, IUCN will ask the applicant to sign a grant agreement.

10. Notification of applicants

Applicants will be informed in writing by the SOS Secretariat about the results of the evaluation of their proposal.

The SOS Secretariat will provide an explanation to all applicants whose proposals are unsuccessful as part of its focus on building capacity. Applicants are encouraged to contact the relevant focal person or the Secretariat at SaveOurSpecies@iucn.org if they have additional questions about the decision. If the applicant is not satisfied with the response, a grievance may be submitted to the Species Conservation Grants Coordinator at Remco.VANMERM@iucn.org up to one month after having been informed of the decision.
Annex 1: Application templates

Please note that you need to create an account on the SOS Online Portal in order to access the application templates.

The proposal template can be downloaded from

The budget template can be downloaded from
https://portals.iucn.org/sos/sites/sos/files/AWI%20RAG_Budget%20template_amended.xlsx
Annex 2: Guidance on terminology

This section provides guidance for the completion of the Logical Framework and the proper use of the terms Result, Output and Activity in SOS proposals.

**Activity:** Action taken or work performed by the project staff through which inputs, such as funds, technical assistance and other resources are mobilized to produce specific Outputs.

Activities are numbered in accordance with the Output they refer to: A.1.1.1, A.1.1.2 etc.

**Output:** Represent the tangible products, capital goods and services which result from an Activity. It may also include changes resulting from the intervention which are relevant to the achievement of Results. They are usually understood as short or mid-term effects from Activities, while Results refer to longer-term effects from Outputs.

Outputs are numbered in accordance with the Result they refer to: O.1.1, O.1.2 etc.

**Result:** Proponents should identify a limited number of Results that will help achieve the overall Objective of the project. The Results identified should present possible solutions to problems identified in the Conservation problem section of the Proposal. The Results should be expressed in a SMART format (see section on Monitoring Plan below for more details).

Results are numbered in incremental order: R.1, R.2 etc.

In general, each Activity leads to an Output. The combination of several Outputs leads to the achievement of a particular Result. Similarly, the combination of all Results of a project leads to the achievement of the overall project Objective.

**Overall project Objective:** the overarching rationale that drives the project and its activities in its entirety.

See next page a simplified example of this logic:
Activity A.1.1.1
Carry out 5 training workshops for Ranomafana National Park rangers each year

Output O.1.1
100% of the rangers of Ranomafana National Park are trained in patrolling techniques at the end of the project

Result R.1
In Ranomafana National Park, poaching is reduced by 80% by 2018

Activity A.1.2.1
Carry out 5 evidence-gathering workshops for Ranomafana National Park rangers each year

Output O.1.2
80% of all Ranomafana National Park rangers trained in evidence gathering for eventual poacher prosecution.

Project overall objective:
Improved conservation of Greater bamboo lemur populations in Ranomafana National Park through law enforcement and sustainable community development

Result R.2
60% of households living around Ranomafana National Park report an increase in revenues from tourism by 2018 and are now in favour of conservation

Output O.2.1
30 people are trained as tour guides

Activity A.2.1.1
Develop and implement a training program for tour guides in year 1

Output O.2.2.2
40 local community members are provided with a job at the visitor center

Activity A.2.2.1
Build a visitor center for Ranomafana National Park in year 2.
Annex 3: Guidance on monitoring and indicators

The Project Monitoring Plan (Section 6 of the Project Proposal) is intended to outline how the Results of the project intervention will be measured. A Monitoring Plan contains selected indicators, their baseline value/status at the beginning of the project and the target value/status the project aspires to achieve. The Monitoring Plan also contains information on the methods, cost and an indication of who will be responsible for collecting the data on the indicators.

Indicators are measures that show progress toward the intended Result. In its broadest sense, an indicator is a measurable entity related to a specific information need, such as the status of a species, the characteristic of a species population, change in a threat, or progress toward a Result. An indicator can be defined as “a quantifiable measure of a characteristic or condition of species, people, institutions, systems, or processes that may change over time.”

Results should be expressed in a SMART format. SMART is an acronym that stands for:

(S)pecific – The information captured measures appropriate change. The data collected clearly and directly relates to the achievement of a specific objective. If the information collected is specific, it can tell whether the change we seek to create is happening or not.

(M)easurable – Before starting monitoring, staff must make sure that the information required can be practically collected using measurable, robust indicators.

(A)tributable – Any changes measured must be attributable to the intervention.

(R)elevant – Monitoring results must make a contribution to selected priorities, i.e. they must fit with the Results and timescale of the project.

(T)ime-bound – Monitoring is not open-ended but allows change to be tracked at the desired frequency for a set period of time and yields information at pre-specified periods.

For example, Results expressed in a SMART format include:

- “Legal rights to forest resources transferred to 8 community organizations by December 2019.”
- “Maintain a population of at least 200 individuals of the target species within the limits of the X Protected Area between January 2019 and December 2019.”
Annex 4: Guidance on long term sustainability

Section 4 g) in the Project Proposal should describe in narrative terms the means by which Results will be sustained and how the project team will prepare stakeholders, partners and authorities to assume responsibility for maintaining the project achievements in the medium (2-5 years) to long term (5-10 years).

All projects should define a clear exit strategy outlining how project assets and achievements will be sustained beyond the lifespan of an individual grant. Proponents should make sure they provide an approximate timeline of relevant milestones to ensure work is continued and monitored.

Sustainability refers to the extent to which the positive results of the project intervention will persist once the project implementation (and funding) ends. Sustainability is an often overlooked aspect of project design. There are a number of ways of ensuring sustainability, for example, through:

- Building capacity in local stakeholders and communities to continue conservation activities;
- Involving government agencies throughout the project so that key activities will continue beyond the project lifespan;
- Project results influencing long term changes in behaviour and local attitudes;
- Ensuring that benefits that emerge from good conservation results are shared equitably amongst stakeholder groups and across genders;
- Handing over responsibility to a capable organization for continued conservation activities;
- Integrate the project interventions into other long-term initiatives, involving government departments;
- Designing and implementing plans to manage potential conflicts between wildlife populations and the local community, in the long-term;
- Creating a policy or governance change, that places the project result permanently under the control of stakeholders or an appropriate government authority.
Annex 5: Environmental and Social Management System

The main objective of IUCN projects is to realize positive environmental and social impacts, including benefits for women and men from communities that depend on natural resources. However, unwanted negative environmental and social side effects from the projects being implemented may occur. Within the context of its Mission, it is IUCN’s policy to ensure that appropriate measures are taken to avoid or minimize these environmental and social impacts. Therefore, the main purpose of this Environmental and Social Management System (ESMS) is to provide the governance and policy framework for the managerial and operational measures to avoid or minimize environmental and social impacts of IUCN projects and enhance the positive impacts.

The ESMS is a methodological approach to identifying and managing environmental and social impacts in a structured way. Its application is closely related to the IUCN Project Guidelines and Standards and integrates the nature and scale of the project and the predicted impacts.

IUCN has a number of safeguards in place, structured through the ESMS. This ensures that appropriate measures are taken to avoid or minimize potential environmental and social impacts of projects while at the same time aiming to enhance the positive impacts. The ESMS is consistent with international frameworks such as the World Bank Operational Policies, GEF minimum standards on environmental and social safeguards, and IFC Performance Standards.

The ESMS incorporates the following four stages: (i) screening of impacts; (ii) scoping and assessment of impacts; (iii) development of environmental management plans, and (iv) monitoring and review.

Short-listed projects will be subjected to a full Environmental and Social Management System (ESMS) screening through the use of the ESMS questionnaire. Applicants will be notified of this in due course and will be requested to fill in the questionnaire which will be provided at a later stage.
Annex 6: Types of SCO

- **unit costs**: these cover all or certain specific categories of eligible costs which can be clearly identified and are expressed in amounts per unit.

  *Example: unit cost per working month for personnel costs based on internal policies and average (payroll) costs; unit costs for small local transportation or other expenses in rural areas (often in expense categories with many small value items and/or with poor documentation), per diems, local office costs, purchases of supplies/materials, etc.*

- **lump sums**: these cover in global terms all or certain specific categories of eligible costs which can be clearly identified.

  *Example: global cost of an activity, such as a series of anti-poaching patrols, the organisation of a workshop, community meetings and other events, etc.*

- **flat-rate financing**: this covers specific categories of eligible costs which can be clearly identified and are expressed as a percentage of other eligible costs.

  *Example: local office costs and related expenses (maintenance, security, a shared car etc.) charged as a percentage of staff costs, indirect costs, etc.*

→ a combination of these forms

See Annex 7 SCO Examples for further information.
Annex 7: SCO Examples

<table>
<thead>
<tr>
<th>Costs</th>
<th>Unit</th>
<th># of units</th>
<th>Unit value (in EUR)</th>
<th>Total Cost (in EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Personnel costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Salaries (gross salaries including social security charges and other related costs, local staff)</td>
<td>Per month/day/hour</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>1.1.1 Technical</td>
<td>Per month/day/hour</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>1.1.1.1. Partner A.</td>
<td>Per month/day/hour</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>1.1.1.2. Partner B.</td>
<td>Per month/day/hour</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>1.1.2 Administrative/ support staff</td>
<td>Per month/day/hour</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td><strong>2. Vehicles, equipment and supplies UNIT COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Purchase of vehicles. &lt;insert description&gt;</td>
<td>Per vehicle</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.2 Purchase of equipment. &lt;insert description&gt;</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.3 Purchase of machines, tools. &lt;insert description&gt;</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.4 Purchase of spare parts/supplies/materials. &lt;insert description&gt;</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.5 Other (please specify)</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td><strong>Subtotal Vehicles, equipment and supplies</strong></td>
<td></td>
<td></td>
<td></td>
<td>€ -</td>
</tr>
<tr>
<td><strong>3. Local office UNIT COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1. Rental costs. &lt;insert description&gt;</td>
<td>Per vehicle</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.2. Utilities. &lt;insert description&gt;</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.3. Communications (phone, internet). &lt;insert description&gt;</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td>2.4 Other (please specify)</td>
<td>Per unit</td>
<td></td>
<td>€ -</td>
<td>€ -</td>
</tr>
<tr>
<td><strong>Subtotal Local office costs</strong></td>
<td></td>
<td></td>
<td></td>
<td>€ -</td>
</tr>
<tr>
<td><strong>3. Activities (e.g. anti-poaching patrols, workshops, meetings and events) LUMPSUM on the basis of breakdown</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex 8: Review form

The SOS secretariat members after reviewing the proposal and budget independently will agree on scores to be included in the scoring form below. Criteria for allocation of scores are:

a) projects must directly address a crisis or emergency situation for threatened species;
b) the proposed intervention must have a moderate to high likelihood to improve the situation;
c) grantees must demonstrate proven capacity to implement proposed activities, responsibly manage projects, and meet IUCN safeguards.

For each criterion, the secretariat will i) score the project from 1 to 5 (1 – Poor, 2 – Fair, 3 – Good, 4 – Very good, 5 – Outstanding) and, ii) comment on the scores. All questions will be addressed with sufficient comments which will be used in drafting feedback to the applicants.

The criteria to consider are detailed in the scoring form below:

<table>
<thead>
<tr>
<th>Categories</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Emergency of the threat</td>
<td>On a scale from 1 to 5: How urgent is the conservation problem? Does the project directly address a crisis situation?</td>
</tr>
<tr>
<td></td>
<td>Comment box:</td>
</tr>
<tr>
<td>2. Impacts on targeted species populations</td>
<td>On a scale from 1 to 5: What is the probability of the project to directly address the crisis or emergency situation for the threatened species?</td>
</tr>
<tr>
<td></td>
<td>Comment box:</td>
</tr>
<tr>
<td>3. Impacts on habitats</td>
<td>On a scale from 1 to 5: Will the project benefit other species (other than the target species) and the functioning of the wider ecosystems?</td>
</tr>
<tr>
<td></td>
<td>Comment box:</td>
</tr>
<tr>
<td>4. Impacts on people</td>
<td>On a scale from 1 to 5: Have all the relevant stakeholders been identified and will they be involved in the project implementation? Does the project have appropriate community participation, including the empowerment of disadvantage groups (women, youth, indigenous people and other)? Have all social and socio-economic safeguards been detailed in a satisfactory manner?</td>
</tr>
<tr>
<td></td>
<td>Comment box:</td>
</tr>
<tr>
<td>5. Technical coherence</td>
<td>On a scale from 1 to 5: Are the project’s overall objective, purpose and intended results appropriate, achievable and aligned with existing Conservation Strategies for the target species? Does the project include a sound logical framework with clear results and indicators? Does the project clearly identify any risks and provide solutions to mitigate/overcome them? Is the timeline for completing the work clear and realistic?</td>
</tr>
<tr>
<td></td>
<td>Technical competency of proponent</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>6.</td>
<td><strong>On a scale from 1 to 5:</strong> Do the skills of the proponent cover sufficient breadth of expertise to implement the project and communicate outputs? Is the proponent well positioned to implement the project? Does the proponent have a successful track record of similar projects in the region? <strong>Comment box:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Finances &amp; financial competency</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td><strong>On a scale from 1 to 5:</strong> Is the budget adequate? Is the ratio between the estimated costs and the expected results satisfactory? Can the proponent show evidence of good financial management? <strong>Comment box:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Sustainability</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td><strong>On a scale from 1 to 5:</strong> Is there a clear approach for ensuring the sustainability of the project activities beyond the end of the project? How likely are the results to be sustained and or replicated? <strong>Comment box:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Chances of success</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td><strong>On a scale from 1 to 5:</strong> How likely is it that the project will reach its intended objectives? <strong>Comment box:</strong></td>
</tr>
</tbody>
</table>

**Recommendation of this proposal for funding:** Yes or No and Why?
Annex 9: Checklist

Please make sure your application includes all the following documents at submission:

- Application templates duly filled in (including technical and financial documents)
- Certificate of registration or bylaws
- Confirmation letters from subcontractors
- CVs of key staff
- Due diligence questionnaire and supporting documents
- The applicant declaration form

All application templates are complemented with instructions and examples in order to provide as much guidance as possible in their compilation.

In case of any questions, please contact Remco van Merm, Species Conservation Grants Coordinator at Remco.VANMERM@iucn.org.

Annex 10: Standard Contract
Grant Agreement [INSERT GRANT NUMBER]

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 the Grantee referred to individually and jointly as “Party” and “Parties”.

Preamble

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 SOS – IUCN Save Our Species (hereafter “SOS”) is an initiative of IUCN administered by the IUCN Global Species Programme and supported by multiple donors (hereafter the “Donors”), whose objective it is to ensure the long-term survival of threatened species, their habitats and the people who depend on them;

Whereas funding in support of this Agreement is made available from IUCN, through SOS, thanks to the funding provided by the European Union, represented by the European Commission, Directorate-General for Development and Cooperation, Cooperation — EuropeAid (hereinafter the “Primary Donor”);

Whereas IUCN has selected the Grantee for implementation of a threatened species conservation project through a competitive process;

Now therefore 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 policy and procedure for grant recipients ([Attachment 3 to the Agreement](#)), and the agreed budget.
2. PURPOSE OF THE GRANT. The Grant is provided to support the project 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. The Grant shall not be expended to carry on political or any other type of propaganda or otherwise attempt to influence legislation or any public election. The Grant may only be used to finance activities that are for charitable, scientific, literary or educational purposes.

3. TERM. The Implementation Period of the Project covered by the Agreement shall commence on the date on which the last party signs the Agreement (the “Effective Date”) and shall expire on [DDMMYYYY] / XX months from the date on which the last party signs the Agreement (the “Expiration Date”), unless terminated prior to the Expiration Date in accordance with Article 16 of the General Conditions (Attachment 2 to the Agreement). All expenses to be 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 [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 18 and 21 of the General Conditions (Attachment 2 to the Agreement).

4.4. A maximum of [enter applicable percentage – between 0 and 7%] of the final amount of direct eligible costs of the Project established in accordance with Articles 18 and 21 of General Conditions (Attachment 2 to the Agreement), may be claimed as indirect costs.

5. RESULTS, OUTPUTS AND ACTIVITIES. Results, outputs and activities to be delivered and/or performed by the Grantee (hereafter the “Results, Outputs and Activities”), together with the relevant schedule for their completion and delivery, are set out in the Description of the Project (Attachment 1 to the Agreement).

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

6.1. An initial pre-financing payment of [INSERT AMOUNT IN WORDS] EURO (EUR [INSERT AMOUNT]) based on a Cash Flow Projection provided by the Grantee and previously approved by IUCN in writing, will be made after IUCN’s receipt of a signed copy of this Agreement, together with the Grantee’s invoice for the stated initial payment amount, and submission to SOS of a Cash Flow Projection for the Year 1 of the Project’s implementation, as well as a one page description of the Project and images of the Project including but not limited to images of the target species.

6.2. Further pre-financing payments will be made thereafter at XX-month intervals, in amounts established on the basis of a Cash Flow Projection previously approved by IUCN in writing and indicating cash on hand and anticipated expenses for the upcoming XX-month period. Together with each Cash Flow Projection, the Grantee shall also submit for IUCN’s written approval a Technical Progress Report and a Financial Progress Report for the previous XX-month period, as specified below in
Article 7.1 of the Special Conditions. It is understood that the total of the initial and of all of the XX-month payments shall not exceed 90% (ninety percent) of the Grant, and that IUCN may withhold payment of any part or all of any annual payment until after it has approved, in its sole discretion, the aforesaid Technical Progress Report (including the Communications Requirements) and Financial Progress Report.

6.3. A final payment in an amount which, together with the initial payment and all biannual payments made, shall not produce a total greater than the total Grant, will be made upon IUCN's receipt and written approval of the Grantee’s Final Technical Report and Final Financial Report in accordance with Article 7.3 of the Special Conditions, and an expenditure verification report as specified in Article 19.8 of the General Conditions (Attachment 2) it being understood that IUCN may withhold any part or all of the final payment until after it has approved, in its sole discretion, the aforesaid Final Technical and Final Financial Reports.

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

Name of bank: XXX
Bank address: XXX
Account holder name: XXX
SWIFT code: XXX
Bank account: XXX
IBAN code: XXX

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

6.5 The Grantee shall bear any bank charges associated with any transfer of funds that IUCN may make hereunder.

7. REPORTING.

7.1. Progress Reports. The Grantee shall submit the following Progress Reports to IUCN together and within thirty (30) days following the end of the relevant XX-month period:

i. Technical Progress Report: To be submitted by the Grantee to IUCN in a format specified in writing by IUCN and including, inter alia, a detailed update on progress made against Results, Outputs and Activities, including Communications Requirements, during the previous XX-month period.

ii. Financial Progress Report: To be submitted by the Grantee to IUCN in a format specified in writing by IUCN and including all details of expenditures incurred during the previous XX-month period, including those financed by co-funding.

iii. An updated Cash Flow Projection for the duration of the project’s implementation in the format specified in writing by IUCN.

7.2. Communications Requirements.

i. The Grantee shall adhere to the Grantee Communications Guidelines v1.1 – SOS AWI, provided to the Grantee by IUCN. The latest edition is available to download here: https://www.dropbox.com/sh/s2slmvtbmt06fk/AADplMJxAfo1JaGwXZ8YIXOa?dl=0.

ii. The Grantee Communications Guidelines detail the requirements for and frequency of communications, as well as format, branding and reporting requirements.
iii. The Grantee Communications Guidelines may be updated from time to time. The latest version is always available to download here: https://www.dropbox.com/sh/s2srilmvtbmt06fk/AADplMJJxAfO1JaGwXZ8YIYoA?dl=0

iv. IUCN will inform the Grantee when an updated version is released. It is understood that changes to the Grantee Communications Guidelines will not require a formal amendment to the Agreement and will be notified to the Grantee via the contact details provided in Article 9.2 of the Special Conditions.

v. The Grantee shall also adhere to the Communication and Visibility Requirements for EU External Actions. These are available to download here: https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf

vi. The Grantee shall direct any communications questions to and shall notify IUCN of communications being published by notifying the communications contact listed in Article 9.2 of the Special Conditions.

7.3. **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 using templates provided by IUCN.

   i. **Final Technical Report:** covering the full implementation period of the Project as defined in Article 3 of the Special Conditions, including any extensions provided to the Grantee through any amendments to the Agreement. The Final Technical Report shall be submitted by the Grantee to IUCN in a format specified in writing by IUCN and including, *inter alia*, a comprehensive, detailed description of objectives and results achieved and an evaluation of accomplishments and/or successes, including Communications Requirements, under this Agreement.

   ii. **Final Financial Report:** covering the full implementation period of the Project as defined in Article 3 of the Special Conditions, including any extensions provided to the Grantee through any Amendments to the Agreement. The Final Financial Report shall be submitted by the Grantee to IUCN in a format specified in writing by IUCN and with receipts and/or attachments and with refund of any unexpended Grant funds.

   iii. The Final Technical and Final Financial Reports must be submitted together and accompanied by an expenditure verification report in case of grants with the amount over 100,000 (one hundred thousand) euro.

7.4. The Grantee must retain all receipts for a period of ten (10) years from the final payment of the overall project.

7.5. 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.

7.6. Annual review of the Grantee’s project financial reports will be performed by IUCN auditors.

8. **OTHER SPECIFIC CONDITIONS APPLYING TO THE PROJECT**
8.1. The Grantee shall be the sole interlocutor of IUCN and shall remain solely and fully responsible to IUCN for the performance under this Agreement.

8.2. The use of time-sheets reflecting the total working time of the Grantee’s personnel (and the personnel of all co-beneficiaries) is mandatory and will need to be filled in monthly in accordance with the Grantee’s existing system. In the absence of an existing system, a template for the time-sheets will be provided by IUCN. Time-sheets must be retained together with all records related to the Project and to this Agreement as provided under Article 20.7 of the General Conditions (Attachment 2 to the Agreement).

8.3. All purchases of goods and services must comply with Procurement policy and procedure for grant recipients (Attachment 3).

9. NOTICE AND CONTACT PERSONS

9.1. 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).

9.2. The Parties' respective contact persons shall be:

<table>
<thead>
<tr>
<th>For IUCN</th>
<th>For Grantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remco van Merm</td>
<td>Name</td>
</tr>
<tr>
<td>Species Conservation Grants Coordinator</td>
<td>Position</td>
</tr>
<tr>
<td>Global Species and Key Biodiversity Areas</td>
<td></td>
</tr>
<tr>
<td>Programme</td>
<td>Address</td>
</tr>
<tr>
<td>Rue Mauverney 28, 1196 Gland, SWITZERLAND</td>
<td>Tel: XXX</td>
</tr>
<tr>
<td>Tel: +41 22 999 01 10</td>
<td>E-mail: XXX</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:remco.vanmerm@iucn.org">remco.vanmerm@iucn.org</a></td>
<td></td>
</tr>
<tr>
<td>Communications contact:</td>
<td></td>
</tr>
<tr>
<td>Species Communications Team</td>
<td></td>
</tr>
<tr>
<td>Rue Mauverney 28, 1196 Gland, SWITZERLAND</td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:SpeciesComms@iucn.org">SpeciesComms@iucn.org</a></td>
<td></td>
</tr>
</tbody>
</table>

9.3. 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.

10. GENERAL PROVISIONS

10.1 This Agreement is the complete understanding between IUCN and the Grantee and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

10.2 This Agreement consists of this Special Conditions and Attachments 1 through 5 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.

10.3 A Party’s failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

10.4 All provisions that logically ought to survive termination of this Agreement shall survive.

10.5 In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable.

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

11. ORDER OF PRECEDENCE

Each Attachment to which reference is made herein and which is attached hereto shall be deemed to be incorporated into this Agreement as an integral part thereof. If there are any conflicts between this Agreement and its Attachments 1, 2, 3, 4 and 5, the order of precedence shall be applied as follow:

These Special Conditions
Attachment 2. General Conditions applicable to grant agreements financed by IUCN
Attachment 1. Description of the Project and the Budget
Attachment 3. Procurement policy and procedure for grant recipients
Attachment 4. Grantee Communications Guidelines
Attachment 5: Terms of Reference for an Expenditure Verification of a Grant Contract

12. IN WITNESS WHEREOF, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. We 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 ORGANIZATION

Dr Jane Smart
Global Director, Biodiversity Conservation Group

DATE: ________________________

NAME

Position

DATE: ________________________
Grant Agreement: [INSERT GRANT NUMBER]

Attachment 1. Description of the Project and the Budget
Attachment 2. General Conditions applicable to grant agreements financed by IUCN
Attachment 3. Procurement policy and procedure for grant recipients
Attachment 4. Grantee Communications Guidelines
Attachment 5: Terms of Reference for an Expenditure Verification of a Grant Contract
ATTACHMENT 1
Description of the Project and the Budget

See attached Project Document and Project Budget.
ATTACHMENT 2
General Conditions applicable to grant agreements financed by IUCN (“General Conditions”)

ARTICLE 1 - GENERAL PROVISIONS

General principles

1.1. This Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever.

Data protection

1.2. Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Agreement by IUCN and may also be passed to the Primary Donor and the bodies charged with monitoring or inspection tasks under European Union law. The Grantee will have the right of access to their personal data and the right to rectify any such data. If the Grantee has any queries concerning the processing of personal data, it shall address them to IUCN. The Grantee shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data. Where personal data is transferred to third parties and/or processor (including but not limited to subcontractors, auditors), the Grantee shall ensure the same data protection obligations as set out in this Article 1.2 of the General Conditions and the applicable law shall be imposed on the third party and/or processor by way of an agreement. Where the third party and/or processor fails to fulfil its data protection obligations, the Grantee shall remain fully liable to IUCN for the performance of the third party and/or processor’s obligations.

Obligations of the Grantee

1.3. The Grantee 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 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 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 of the Agreement. These reports shall:

a. cover the Project as a whole, regardless of which part of it is financed by IUCN;
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 shall provide this information within thirty (30) days of the request, in the language of the Agreement.

2.5. If the Grantee 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 General Conditions Articles 16.3 (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 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 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 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 or the Grantee’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 of the General Conditions employees of the Grantee shall be considered third parties.

ARTICLE 4 - ENVIRONMENT AND SOCIAL MANAGEMENT SYSTEM

4.1. 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.

4.2. In the context of implementation of the Project, the Grantee shall abide by the ESMS Standards and Principles available at https://www.iucn.org/resources/project-management-tools/environmental-and-social-management-system which by signing this Agreement, the Grantee confirms it has reviewed and accepted and shall comply with any specific requirements resulting from ESMS screening and assessments.
ARTICLE 5 – NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

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

5.2 The Grantee will comply with the principles and standards of protection equivalent to those set out in the SEAH Policy available at https://portals.iucn.org/union/sites/union/files/doc/policy_on_protection_from_sexual_exploitation_abuse_and_harassment_-_2019_2.pdf

ARTICLE 6 – FRAUD, CORRUPTION AND ETHICS

6.1. The Grantee 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, which by signing this Agreement, the Grantee confirms it has reviewed and accepted.

6.2. The Grantee 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, which by signing this Agreement, the Grantee confirms it has reviewed and accepted.

ARTICLE 7 – REPRESENTATION AND WARRANTIES

7.1. The Grantee represents and warrants compliance at any time with any laws that apply in the jurisdiction in which Grantee is operating or carrying out this Agreement, including, but not limited to, anti-bribery laws, employment and social security laws and tax laws.

7.2. The Grantee 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.

7.3. The Grantee 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 8 – INSURANCE

8.1. The Grantee 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, 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 from liabilities that might arise out of the performance of this Agreement by the Grantee, its agents, representatives, employees or sub-grantees, and the Grantee is free to purchase additional insurance.
8.2. Written proof, satisfactory to IUCN, of the Grantee’s compliance with requirements of Article 8.1 of the General Conditions, shall be promptly furnished to IUCN upon IUCN’s request.

ARTICLE 9 - CONFIDENTIALITY

9.1. “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:

9.1.1. Customer lists, services, products, manuals, business methods and practices;

9.1.2. 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;

9.1.3. Processes, prices, profits, contract terms and operating procedures, and compilations of data or information.

9.2. Either Party shall keep confidential and not disclose to any third party any Confidential Information of the other Party.

9.3. 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.

9.4. Confidential Information as defined in this Article 9 shall not include information which:

9.4.1. Was in the public domain at the time of its receipt by the receiving Party;

9.4.2. 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;

9.4.3. 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

9.4.4. Is rightfully given to the receiving Party by a third party on a non-confidential basis.

9.5. 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.

9.6. Subject to Article 20 of the General Conditions, IUCN and the Grantee 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.

9.7. The Grantee shall not use confidential information for any aim other than fulfilling their obligations under this Agreement unless otherwise agreed with IUCN.
ARTICLE 10 - VISIBILITY

10.1. The Grantee shall take all necessary steps to publicise the fact that SOS initiative funded by the European Union has financed or co-financed the Project. Such measures shall comply with the Communications Requirements in Article 7.2 of the Special Conditions.

10.2. In particular, the Grantee shall mention the European Union's financial contribution 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 logo and the IUCN SOS logo wherever appropriate. Use of the IUCN SOS logo must be approved in advance in writing by the Communications contact listed under Article 9.2 of the Special Conditions.

10.3. Any notice or publication by the Grantee concerning the Project, including those given at conferences or seminars, shall specify that the Project has received European Union funding through IUCN Save Our Species. Any publication by the Grantee, in whatever form and by whatever medium, including the internet, shall include a disclaimer as specified in the Grantee Communications Guidelines.

10.4. The Grantee authorises IUCN and the European Commission 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.

10.5 The Grantee authorises IUCN to promote the funded project across IUCN and partner channels, mentioning the organization name of the Grantee and linking to the Grantee website and/or social media channels where appropriate.

ARTICLE 11 - OWNERSHIP/USE OF RESULTS

11.1. 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 vest jointly in IUCN and the Grantee.

11.2. Without prejudice to Article 11.1 of the General Conditions, IUCN and the Grantee agree to grant the European Commission the right to use freely and as it sees 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.

11.3. The Grantee shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Agreement.

11.4. In case natural, recognizable persons are depicted in a photograph or film, the Grantee shall, in the final report to IUCN, submit a statement of these persons giving their permissions for the described use of their images. This 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 12 - COMMUNICATION
12.1 The Grantee agrees to acknowledge IUCN and the EU in all publications, reports and publicity arising from activities carried out in connection with this Agreement in accordance with the Communications Requirements in Article 7.2 of the Special Conditions. Use of the IUCN Save Our Species logo must be approved in advance in writing by the Communications contact listed under Article 9.2 of the Special Conditions.

12.2 The Grantee agrees to provide IUCN staff with one electronic copy of any articles, reports, media interviews or other publication relating to activities covered under this Agreement. A scanned copy of printed materials shall be provided, where electronic copy are not available. The copy shall be provided to IUCN in accordance with the process detailed in the Grantee Communications Guidelines.

12.3 The Grantee shall support SOS’ efforts to communicate and promote the work of its Grantees and shall therefore facilitate and accommodate visits from representatives of SOS Donors and any media producers including but not limited to photographers, reporters, television and/or film crews sourced by SOS, where those opportunities arise from time to time. SOS will liaise with the Grantee prior to such visits to arrange and prepare in a timely fashion. The costs for such visits will be borne by SOS subject to the availability of funds and the intellectual property arising from such visits (e.g., but not only photographs and, video) shall be the subject of a separate agreement which will stipulate the ownership of Intellectual Property Rights generated therein.

ARTICLE 13 — AMENDMENT OF THE AGREEMENT

13.1. 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 implementation period, as defined in Article 3 of the Special Conditions.

13.2. 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.

13.3. If an amendment is requested by the Grantee, a duly justified request shall be submitted to IUCN thirty (30) days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by IUCN.

13.4. 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 20% 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. 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.

13.5. Changes of address and bank account may simply be notified by the Grantee to IUCN. However, in duly substantiated circumstances, IUCN may oppose the Grantee’s choice.

ARTICLE 14 — IMPLEMENTATION
Implementation Agreements

14.1. If the Grantee has to conclude implementation Agreements with sub-contractors in order to carry out the Project, these may only cover a limited portion of the Project and shall respect the Policy and procedure for grant recipients set out in Attachment 3 of this Agreement.

14.2. To the extent relevant, the Grantee shall ensure that the conditions applicable to them under Articles 1.2, 3, 5, 6, 9, 10, 11 and 20 of these General Conditions are also applicable to sub-contractors awarded an implementation Agreement.

ARTICLE 15– EXTENSION AND SUSPENSION

Extension

15.1. The Grantee shall inform IUCN without delay of any circumstances likely to hamper or delay the implementation of the Project. The Grantee 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 13 of these General Conditions. The request shall be accompanied by all the supporting evidence needed for its appraisal.

Suspension by the Grantee

15.2. 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. Prior to suspending implementation of the Project or any part thereof, the Grantee shall inform IUCN in writing without delay, stating the nature, probable duration, and foreseeable effects of the suspension. The suspension is subject to approval by IUCN.

15.3. Subject to the requirements of Article 15.2 in the preceding paragraph, the Grantee or IUCN may then terminate this Agreement in accordance with Article 16.1 of the General Conditions. If the Agreement is not terminated, the Grantee 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

15.4. IUCN may request the Grantee 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 stating the nature and probable duration of the suspension.

15.5. The Grantee or IUCN may then terminate this Agreement in accordance with Article 16.1 of the General Conditions. If the Agreement is not terminated, the Grantee 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.

15.6. IUCN may also suspend this Agreement or the participation of the Grantee 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 has breached any substantial obligation under this Agreement.

15.7. The Grantee 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, 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 16(3) h of these General Conditions.

Force majeure

15.8. 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.

15.9. The Grantee 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

15.10. In case of suspension according to General Conditions Articles 15.2, 15.4 and 15.6, 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 16 — TERMINATION OF THE AGREEMENT

Termination in case of force majeure

16.1. In the cases foreseen in the General Conditions Articles 15.2 and 15.4, if the Grantee 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 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

16.2. 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 Primary Donor is terminated and/or the Donor funds become unavailable to IUCN.

Termination by IUCN

16.3. Without prejudice to Article 16.1 of the General Conditions, in the following circumstances IUCN may, after having duly consulted the Grantee, terminate this
Agreement or the participation of any Grantee in this Agreement without any indemnity on its part when:

a. the Grantee 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 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, or any related entity or person, have been found guilty of an offence concerning their professional conduct proven by any means;

d. the Grantee, 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 and/or IUCN’s financial interests;

e. a change to the Grantee’s legal, financial, technical, organisational or ownership situation or the termination of the participation of the Grantee substantially affects the implementation of this Agreement or calls into question the decision awarding the Grant;

f. the Grantee 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 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, 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 is subject to a conflict of interests;

j. IUCN has evidence that the Grantee is in breach of Articles 4, 5 and 6 of the General Conditions;

k. the European Commission has evidence that the Grantee 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 under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on this Grant.

16.4. 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. 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

16.5. 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 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 17 of the General Conditions. IUCN shall notify the Grantee of any postponement of the Expiration Date.

16.6. 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

16.7. Upon termination of this Agreement the Grantee 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.

16.8. Without prejudice to Article 18 of the General Conditions, the Grantee 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 shall introduce a Payment Request to IUCN within the time limit set by Article 19.2 of the General Conditions starting from the date of termination.

16.9. In the event of termination according to Article 16.1 of the General Conditions, IUCN may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, Article 16.7 of the General Conditions has been properly executed.

16.10. In the cases of termination foreseen in General Conditions Articles 16.3. a), c), d), f), h) and j) IUCN may, after having properly consulted the Grantee and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Project.

ARTICLE 17 — APPLICABLE LAW AND DISPUTE SETTLEMENT

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

17.2. 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.

17.3. 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.

17.4. 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 18 – ELIGIBLE COSTS

Cost eligibility criteria

18.1. Eligible costs are actual costs incurred by the Grantee 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 14 of the General Conditions, may have been initiated and contracts may be concluded by the Grantee before the start of the implementation period of the Project, provided the provisions of Attachment 3 of the Agreement 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 and determined according to the accounting standards and the usual cost accounting practices applicable to the Grantee;

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

18.2. Subject to Article 18.1 above and, where relevant, to the provisions of Attachment 3 of the Agreement being respected, the following direct costs of the Grantee 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, 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 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 for the purposes of the Project referred to in Article 14 of the General Conditions;

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**

18.3. 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 18.1 of the General Conditions. However, they are incurred by the Grantee in connection with the eligible direct costs for the Project. They may not include ineligible costs as referred to in Article 18.5 of the General Conditions 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**

18.4. 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 of the Agreement provides for contributions in kind, such contributions have to be provided.

**Non-eligible costs**

18.5. 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 Grantee and financed by another Project or work programme;

d. purchases of land or buildings;

e. currency exchange losses;

f. credits to third parties;

g. costs leading to personal or private profit;

h. in-kind contributions.

ARTICLE 19 — PAYMENTS

Payment procedures

19.1. IUCN must pay the Grant to the Grantee following the payment procedure below, as set out in Article 6 “Payment Schedule” of the Special Conditions.

a. An initial pre-financing payment of 100% of the part of the estimated budget funded by SOS for the first reporting period will be made after IUCN’s receipt of a signed copy of this Agreement, together with the Grantee’s invoice for the stated initial payment amount, and submission to SOS of a Cash Flow Projection for the entire duration of the Project’s implementation, as well as a one page description of the Project and images of the Project including but not limited to images of the target species;

b. Further pre-financing payments will be made thereafter at twelve-month intervals, in amounts established on the basis of a Cash Flow Projection previously approved by IUCN in writing and indicating cash on hand and anticipated expenses for the upcoming twelve-month period. Together with each Cash Flow Projection, the Grantee shall also submit for IUCN’s written approval a Technical Progress Report and a Financial Progress Report for the previous twelve-month period, as specified in Article 7.1 of the Special Conditions. It is understood that the total of the initial and all of the twelve-month payments shall not exceed 90% (ninety percent) of the Grant, and that IUCN may withhold payment of any part or all of any annual payment until after it has approved, in its sole discretion, the aforesaid Technical Progress Report (including the Communications Requirements) and Financial Progress Report;

c. A final payment in an amount which, together with the initial payment and all annual payments made, shall not produce a total that is greater than the total Grant, will be made upon IUCN’s receipt and written approval of the Grantee’s Project Final Report and Financial Final Report accompanied by an expenditure verification report as specified in Article 19.8 of the General Conditions it being understood that IUCN may withhold any part or all of the final payment until after it has approved, at its sole discretion, the aforesaid Final Technical Report and Final Financial Report;

The total sum of pre-financing payments may not exceed 90% of the amount referred to in Article 1 “The Grant” of the Special Conditions.

The reporting period is intended as a twelve-month period unless otherwise provided for in the Special Conditions. When the remaining period to the end of the project is less than twelve (12) months, it shall be covered as part of the final report (i.e. no interim report is needed for this period).

Submission of final reports
19.2. Final Technical and Financial Reports shall be submitted by the Grantee in accordance with Article 7.3 of the Special Conditions.

Payment request

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

a. Technical and Financial Reports in line with the template provided by IUCN;

b. A Forecast Budget for the following reporting period in case of request of further pre-financing;

c. An expenditure verification report if required under Article 19.8 of the General Conditions;

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

Payment deadlines

19.4. 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 the Grantee’s Payment Request.

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

However, payments of the balance shall be made within sixty (60) days of receipt of the payment request by IUCN.

19.6. Final balance

The Payment Request is deemed accepted if there is no written reply by IUCN within the deadlines set in Articles 19.4 and 19.5 of the General Conditions.

Suspension of the period for payments

19.7. Without prejudice to Article 16 of the General Conditions, 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 has breached any substantial obligations under this Agreement, or;

g. the visibility obligations set out in Article 10 of the General Conditions are not complied with.

The suspension of the time-limits for payments starts when the above notification is sent by IUCN to the Grantee. The time-limit starts running again on the date on which a correctly formulated Request for Payment is recorded. The Grantee 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, 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 16 of the General Conditions, 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 16 of the General Conditions.

Expenditure verification report

19.8. The Grantee 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 Terms of Reference for an Expenditure Verification of a Grant Contract in Attachment 5 of the Agreement 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 and the revenue of the Project are real, accurately recorded and eligible under this Agreement.

Rules for currency conversion

19.9. IUCN shall make payments to the Grantee to the bank account referred to in the Special Conditions of the 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 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 average of EU monthly exchange rate for the months covered by the reporting period, which can be found at http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm

Costs incurred in other currencies than the one used in the Grantee’s accounts shall be converted according to its usual accounting practices.

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 20 — ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

Accounts

20.1. The Grantee 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 grantee’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.

20.2. The Grantee shall ensure that any financial report as required under Article 7 “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 shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

20.3. The Grantee 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 has to take all steps to facilitate their work.

20.4. The Grantee 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.

20.5. 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.

20.6. 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 as provided for by this Article as well as Article 19.8 of the
General Conditions 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

20.7. The Grantee shall keep all records, accounting and supporting documents, including those of its partners and related to this Agreement for ten (10) years after the final payment of the overall project and for three (3) years in case of grants not exceeding fifty thousand euros (EUR 50,000), 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 shall inform IUCN of their precise location.

The final technical report will clearly state the location where the above-mentioned records and documents can be consulted.

20.8. All the supporting documents shall be available in the original form, including in electronic form.

20.9. In addition to the reports mentioned Article 7 “Reporting” of the Special Conditions, the documents referred to in this Article include:

a. Accounting records (computerised or manual) from the Grantee’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 21 — FINAL AMOUNT OF THE GRANT

Final amount

21.1. The Grant may not exceed the maximum ceiling in Article 1 “The 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.

21.2. In addition, and without prejudice to its right to terminate this Agreement pursuant to Article 16 of the General Conditions, if the Project is implemented poorly or partially - and therefore not in accordance with the Description of the Project in Attachment 1 of the Agreement - or late, IUCN may, by a duly reasoned decision and after allowing the Grantee 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 10 of the General Conditions.

No profit

21.3. The Grant may not produce a profit for the Grantee, unless specified otherwise in Article 8 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.

21.4. 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 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 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.

21.5. 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 22 — RECOVERY

Recovery

22.1. If any amount is unduly paid to the Grantee or if recovery is justified under the terms of this Agreement, the Grantee undertakes to repay IUCN these amounts.
22.2. 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.

22.3. If a verification reveals that the methods used by the Grantee 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.

22.4. The Grantee 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.

ARTICLE 23 – NO PARTNERSHIP

The legal relationship of IUCN and the Grantee 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. Neither Party shall have any power or authority to bind or commit the other.

ARTICLE 24 – OWNERSHIP OF EQUIPMENT AND MATERIALS

Unless otherwise clearly specified in the Description of the Project and Budget in Attachment 1, the equipment, vehicles and supplies paid for by the Budget for the Action shall be transferred to the final beneficiaries of the Project, at the latest when submitting the final report. Copies of the proofs of transfer of any equipment and vehicles for which the purchase cost was more than [EUR 5,000] per item, shall be attached to the final report. Proofs of transfer of equipment and vehicles whose purchase cost was less than [EUR 5,000] per item shall be kept by the Grantee for control purposes.
ATTACHMENT 3
Procurement policy and procedure for 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 IUCN funds, and must be followed in all cases.

2. POLICY

All purchases of goods and services must be made with complete impartiality based solely on the merits of supplier proposals, including such considerations as cost, quality, environmental impact, delivery and payment terms. No employee, officer, or agent of the grant recipient may participate in the selection, award, or administration of a contract if an actual or apparent conflict of interest would arise. All purchase decision must take into consideration the environmental policy of the supplier and the environmental impact of the goods or services to be procured, with a view to minimizing the environmental impact of the procurement. Environmental considerations include an assessment of the need for the procurement and the environmental impact of the eventual disposal of any goods procured.

Goods must only be accepted if they are received in good condition and meet the prescribed standard. Grant recipients must examine and test goods upon receipt to ensure that the vendor has met all terms and conditions of the purchase agreement.

All purchases of services from individuals, companies or organizations, must be made on the basis of a written contract or Purchase Order 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.

Procurement contracts must be entered into only with responsible suppliers who are reputable, well established and are suppliers of the type of goods and services being purchased in the normal course of their business.

Procurement should only be undertaken with suppliers who:

- maintain ethical business practices at all times
- are not involved in any form of corruption or any fraudulent activities
- do not engage in any collusive or coercive practices

3. PROCUREMENT PROCEDURES

a. Purchases of goods and services with a value between EUR 1 to 19,999

Purchases of goods and services with a cost 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. Purchases of goods with a value between EUR 20,000 to 39,999

Purchases of goods with a cost equal to or more than EUR 20,000 but less than or equal to EUR 39,999 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.

If there are at least three potential suppliers of the goods at competitive prices in the grant recipient’s country, the grant recipient may purchase in that jurisdiction without requesting quotations from potential suppliers located in foreign countries.

If this is not the case, then the grant recipient must request quotations from suppliers within the country to the extent such suppliers exist, and from suppliers in foreign countries. The choice of suppliers and countries should be made to ensure that goods are procured at internationally competitive prices.

c. Purchases of services with a value between EUR 20,000 to 39,999

Purchases of services equal to or more than EUR 20,000 but less than or equal to EUR 39,999 must be based on a comprehensive Terms of Reference specifying in detail the necessary subject area qualifications and expected outputs. Statements of interest or CVs must be received from at least three potential firms or individuals.

All purchases of services must be contracted on the basis of a written document that includes fixed outputs and specific payment terms.

File documents must reflect clearly the list of individuals or firms invited to bid, the statements of interest or CVs, and rationale for selection.

d. Purchases of goods and services with a value of EUR 40,000 or above

Purchases of goods and services with a cost equal to or above EUR 40,000 are subject to special competitive bidding procedures. Such purchases are only allowed with separate written authorization from the relevant IUCN project manager.

In the event that purchases equal to or above EUR 40,000 are authorized, IUCN shall assess the procurement procedures of the Grant recipient and either authorize the procurement to be carried in accordance with the grant recipient’s procedures or request that the Grant recipient carries out the procurement in accordance with IUCN standard procedures, which will be provided by IUCN.

4. MIS-PROCUREMENT

IUCN does not finance procurement undertaken by grant recipients when it concludes 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, IUCN will declare mis-procurement, and cancel that portion of the grant allocated for the goods, works, or services that have been mis-procured.

IUCN may, in addition, exercise all other remedies available to it under the Grant Agreement and/or under applicable law.
ATTACHMENT 4
Grantee Communications Guidelines
ATTACHMENT 5
Terms of Reference for an Expenditure Verification of a Grant Contract

To be provided by the IUCN.