



Request for Proposals (RfP) Consultant to Prepare a Project Document for the GEF7 Securing Kiribati Project

IUCN Oceania Regional Office

Issue Date: 21 May 2021

Closing Date and Time: 20 June 2021, 24.00 hr Fiji Time

IUCN Contact :

Kenneth Kassem
Strategic Partnerships Officer
IUCN Oceania Regional Office
Tel: +679 331 9084
kenneth.kassem@iucn.org

PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

www.iucn.org
<https://twitter.com/IUCN/>

1.2. Summary of the Requirement

IUCN invites you to submit a **Proposal for the Preparation of a Project Document for the GEF7 Securing Kiribati project**. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	21 May 2021
RfP Closing Date and Time	20 June 2021, 24.00h (Fiji Time)
Estimated Contract Award Date	14 July 2021

1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

1.5. Queries and questions during the RfP period

Proposers are to direct any queries and questions regarding the RfP to the above IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP.

Proposers may submit their queries no later than 24.00h Fiji Time, 13 June 2021.

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of your question confidential, you must state this at the time the question is posed.

1.6. Amendments to RfP documents

IUCN may amend the RfP documents by issuing notices to that effect to all Proposers and may extend the RfP closing date and time if deemed appropriate.

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 24.00h on 20 June 2021 by email to: Kenneth.kassem@iucn.org. The subject heading of the email shall be [RfP – GEF7 Securing Kiribati - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and no later than 08.00h on 21 June 2021 (Fiji Time), please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please **DO NOT** email the password before the deadline for Proposal submission.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

Any Proposal received by IUCN later than the stipulated RfP closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

1.10. Validity of Proposals

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP closing date.

1.11. Evaluation of Proposals

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.

PART 2 – THE REQUIREMENT

Background on the project

Following anticipated approval by the 60th Council of the Global Environment Facility (GEF) and the Government of Kiribati, IUCN will implement the following full-sized project: ***Securing Kiribati's Natural Heritage: Protected areas for community, atoll, and island climate resilience (Securing Kiribati)***

The proposed project will improve the resilience of ecosystems and communities in Kiribati to the impacts of climate change through nature-based solutions and ecosystem-based adaptation that support biodiversity and sustainable livelihoods. The project will improve integrated environment and oceans governance policy, improve ecosystems that support biodiversity and are resilient to climate change impacts and develop ecosystem-based approaches for climate change adaptation and community resilience through nature-based solutions, including climate smart agriculture and aquaculture.

Concretely, its purpose is:

- Improved integrated environment and oceans governance
- Improved and healthy ecosystems that support biodiversity and are resilient to climate change impacts through improved management of the Phoenix Islands Protected Area and expansion of protected and conserved areas in the Gilbert Island group
- Ecosystem-based approach for climate change adaptation and community resilience through nature-based solutions by developing integrated islands management plans and establishing climate smart agriculture and aquaculture practices

This project will be funded through the Biodiversity area of the GEF Trust Fund and the Least Developed Country Fund, up to USD 11,100,000 and is expected to mobilize USD 19,800,000 in co-financing. The project preparation grant (PPG) available for this project is up to USD 180,000.

The approved project is presently in the form of concept (Project Information Form - PIF) in and can be shared upon request. Following the project approval cycle of the GEF, this PIF must now be fully developed into the following required documents:

- IUCN-GEF Project Document (ProDoc) including all annexes (budget, work plan, M&E plan, procurement plan, co-financing letters, Environment and Social Screening, Environment and Social Impact assessment and Environmental and Social Management Plan (as relevant)
- GEF CEO Endorsement Request (CEO-Doc).

The project concept can be requested on demand to the IUCN contact.

Terms of Reference

1) Scoping and consultation

The Consultants who will be awarded this contract will be responsible for preparing the GEF CEO Endorsement request and the Project Document including all annexes for the above-mentioned project. This will consist of the following:

- Baseline scenario analysis, including socio-economic and socio-political analysis, climate impacts, integrated environment and climate change governance, local governance of natural resources, national ocean resources policies, protected area financing, and biodiversity and ecosystem analysis of the Phoenix Islands Protected Area and 5 outer islands in the Gilbert Islands group
- Assessment of national policy frameworks for integrated environment, oceans and natural resources management including national ocean policy and protected area legislation
- Assessment of protected area concepts and traditional management of natural resources in the Gilbert Island group
- Assessment of the management plan and needs of the Phoenix Islands Protected Area
- Assessment of invasive and alien species eradication in PIPA and biosecurity measures and needs
- Assessment of financing options for protected areas across Kiribati, including the Line, Phoenix and Gilbert Islands groups
- Assessment of existing and potential protected area management capacity in Kiribati
- Assessment of existing and potential climate-smart agriculture and aquaculture projects and opportunities in Kiribati, including sea cucumber and seaweed.

- Assessment of environmental and ecosystem-based climate-change adaptation awareness
- Clear analysis of climate change risks and adaptation measures that the project can address
- Deep analysis of capacities constraints and proposition of alternatives plans and solutions
- Detailed analysis of key relevant stakeholders and their roles in problems and barriers resolutions
- Prepare stakeholder analysis and plan stakeholder involvement for designing the project; giving due attention to local level stakeholders, in particular women stakeholder, indigenous people and vulnerable groups
- Analysis of gender situation and issues related to natural resources management and climate change adaptation on outer islands in the Gilbert Island group
- Detailed analysis of climate, social and environmental risks on the project outer islands
- Identification of potential project partners, including the executing agency, existing projects on the ground and to come, and synergies
- Confirmation of co-financing opportunities
- Mapping of the project outer islands, identification of critic areas and target communities
-
- Draft logical framework with disaggregated gender indicators, the theory of change and the baseline for the GEF Core indicators of the project – taking into account the IUCN Gender equality and women’s empowerment policy
- Inception workshop for the project preparation phase and other relevant consultation workshops (validation)

2) Project design

- Detailed evaluation of the baseline scenario, related activities and projects, including co-financing
- Detailed gap analysis to justify the GEF incremental cost reasoning
- Refinement of the theory of change and logical framework based on the above
- Design of project components
- Development of project budget
- Design the workable institutional arrangements and coordination mechanisms among participating governmental, non-governmental and private organisations at national, regional (transnational) and River basin levels
- Design of the overall project budget and work plan, including a procurement plan
- Detailed risk analysis and mitigation measures
- Develop Gender Action Plan and ensure that the project responds to gender equality objectives
- Prepare a monitoring and evaluation plan, including the establishment of the baseline for the GEF core indicators of the project taking into account the gender responsiveness, international water management
- Carry out stakeholder consultations to ensure appropriate involvement of relevant stakeholder in project design, document the consultations in an appropriate format, prepare a stakeholder engagement plan to ensure continuation of engagement during project implementation (see Guidance Note for details¹)
- Hold a technical validation workshop
-

3) Environment and Social Management System (ESMS)

- Provide relevant information for the ESMS screening of the project in respect to the IUCN Environmental and Social Management System (ESMS) as documented in the ESMS Manual, Standards, Guidance Notes and Screening Questionnaire²
- Identify any environment and social risks and develop adequate measure for avoiding or mitigating risks, in consultation with relevant stakeholders and in particular with project affected groups
- Prepare an Environment and Social Management Framework (ESMF) or Environment and Social Management Plan (ESMP) as well as any other safeguard tool depending on the ESMS screening decision
- Coordinate with IUCN ESMS team as appropriate

¹ Available at : https://www.iucn.org/sites/dev/files/esms_stakeholder_engagement_guidance_note.pdf

² These system documents are available on: <https://www.iucn.org/resources/project-management-tools/environmental-and-social-management-system>

Project team and qualifications

The following expertise is expected to be available between the experts who will compose the team:

- Tropical marine and/or atoll ecology with experience in designing and establishing community-based protected areas, preferably in a Micronesian context
- Expert in agriculture and/or aquaculture on Pacific atolls
- Expert in ecosystem-based climate change adaptation and nature-based solutions
- Specialist of sustainable financing of Pacific protected areas
- Knowledge of socio-economic context and development sector of Kiribati or Micronesia or the Pacific
- Knowledge of atolls and related ecosystems management and livelihood systems
- Experience in value chain development (in particular agriculture, aquaculture)
- Experience in approaches of inclusive governance and of sustainable financing of protected areas
- Understanding of the natural resources / tropical marine management
- Project design and implementation, including monitoring and evaluation
- Experience in designing gender-response in an atoll resources management context
- Proven experience in inclusive stakeholder consultation,
- Assessing environmental and social impacts and development of safeguard tools
- Fluency in English; Kiribati is a plus.

The team will have to demonstrate a track record of successfully designing Pacific and/or SIDS natural resource management projects in the region for at least over the past 5 years, including working with donors such the GEF, GCF, the World Bank and other relevant UN agencies. The team will be constituted in a way to easily fulfil the tasks in a context of travels restriction with on-the-ground support in Kiribati; in this regard, a team with put together international and national experts is highly recommended. It is unlikely that travel to Kiribati will be possible.

Deliverables

- Baseline study
- GEF CEO endorsement request as per GEF template
- IUCN project document including all annexes as per IUCN template (upon request)
 - a. Project Detailed Budget
 - b. M&E plan
 - c. Work plan
 - d. Procurement plan
 - e. ESMS Screening Questionnaire as input to IUCN's ESMS Screening Report
 - f. Environmental and Social Impact Assessment (if required by ESMS Screening)
 - g. Environmental and Social Management Framework (ESMF) or Environmental and Social Management Plan (ESMP) or other safeguard tools as required by ESMS Screening
 - h. GEF climate risk screening tool³
 - i. GEF Core Indicators templates
 - j. Preliminary Kiribati maps
 - k. Signed co-financing letters
 - l. GEF Operational Focal Point Endorsement Letter
 - m. Documentation of stakeholders consultation process during the PPG
 - n. List of participants to the validation workshop

The deliverables will have to be the result of extensive stakeholder consultations, which will have to be detailed in the consultants' methodology and work plan. This will include inception workshop, extensive stakeholder consultations on sites, and validation workshop(s), to be defined in the consultants' methodology and work plan.

Period of consultancy

³ : <https://www.thegef.org/events/gef-and-world-bank-training-climate-risk-screening-climate-change-knowledge-portal>

The consultancy is expected to commence on 15 August 2021 and follow the tentative schedule below:

¹ This schedule can be updated according to the winning bid

Deliverables	Timeline
First drafting (Literature review/analysis and detailed work plan, draft stakeholder analysis, strategy for consultations)	6 September 2021
Meeting between consultation team and IUCN (feedback; next steps)	20 September 2021
Inception workshop	23 September 2021
Second drafting including baseline studies (Interviews and data collection during first site visit), logical framework and theory of change, project activities, draft stakeholder engagement plan, draft gender analysis, climate risks, confirmation of co-financing, inputs for ESMS screening - for consultations within IUCN	31 September 2021
Meeting between consultation team and IUCN for feedback on second draft and next steps	15 October 2021
Third draft including incremental/additional reasoning (GEF/LDCF/GCF), climate rationale, paradigm shift, detailed description of project activities, project implementation arrangement, detailed budget	7 November 2021
Meeting between consultation team and IUCN for feedback on third draft and next steps	15 November 2021
Second site visit	21 November 2021
Fourth draft including M&E plan and budget, Gender Action Plan (GAP), stakeholder engagement plan, Procurement plan, Risk analysis and mitigation measures, ESMF or ESIA consultation report, ESMP and other safeguard tools (as relevant)	7 January 2022
Meeting between consultation team and IUCN for feedback on the four draft and next steps	31 January 2022
Fifth draft including CEO endorsement request, ProDoc with all required documents, Final ESMF or ESIA consultation report, other safeguard tools etc.	15 February 2022
Meeting between consultation team and IUCN for feedback on the fifth draft and next steps	22 February 2022
Validation workshop	20 March 2022
Revised proposal available to Government and IUCN for Proposal Review Meeting	27 March 2022
Meeting between consultation team and IUCN for feedback on the proposal and next steps	5 April 2022
Submission to GEF Secretariat based on PAAS approval, proposal review meeting	10 April 2022
IUCN response to GEF Secretariat review and technical clearance (w/ support from consultants)	10 June 2022
CEO Endorsement	17 June 2022
IUCN approval	24 June 2022

Schedule of Payments

The detail of the financial proposal is to be submitted in the tables in Section 4. The required details include the daily or weekly rate of each member of the project team, the estimate of the number of days/weeks of input required the unit costs of flights and estimate of the number of flights, and an estimate of the number of days of in country with unit daily subsistence costs.

The total fee estimate will then be used as the basis for the schedule of payments, with expenses recoverable at cost with proof of purchase (bills) and usage (tickets) up to the estimated amounts as a maximum.

The following schedule of payments relates to the total fee estimate only:

Contract signature	20%
Approval by IUCN of baseline studies, draft logical framework and theory of change	20%

Supply of ...

Approval by IUCN of draft proposal (incl. annexes) and CEO endorsement after internal consultation	20%
Approval by IUCN of full project documentation before submission to GEF	20%
Completion of GEF CEO Endorsement	20%

The budget requested for the preparation of the project will have to be aligned with the PPG funds available (see project background in part 2 above)

Travel

The contract will require the Consultant team to travel to the region and the proposed outer islands as agreed with IUCN. It is unlikely that international travel to Kiribati will be possible during this project. Cost of internal travel will be provided in the bid and will have to comply with the IUCN policy on travel.

PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component. A weighting will be provided to each component as follows: Technical Weighting Factor 70%, Financial Weighting Factor 30%, with the total score a combination of these two percentages.

The technical component involves an evaluation of the following eight criteria based upon the information provided in the submitted proposal documentation:

Project Methodology and Work Plan	15%
Experience with GEF or other related donors	20%
Experience in Pacific natural resources management and ecosystem-based adaptation	15%
Experience with Pacific climate-smart agriculture and aquaculture	15%
Experience in stakeholder consultation, gender-responsive and participatory project design and development of safeguard tools and respective consultations in a Pacific context	20%
Familiarity with Kiribati and/or Micronesia	15%
Total	100%

Only proposals which achieve a total score (Technical Score) of more than or equal to a value of 70% will be considered for financial evaluation. Proposals scoring less than 70% will be discarded from the tender evaluation process.

Technical proposals scoring greater than or equal to a value of 70% will be normalised by dividing their percentage by the maximum proposal technical percentage, and converting this value into a percentage to give the Normalised Technical Score

The financial evaluation will be based upon the full professional fee value submitted in the proposal combined with the estimate of total expenses (travel & subsistence *et al.*) as defined by the bidder in their proposal. Each proposal price will then be normalised by dividing the smallest bid price value by this proposal's price, and this value turned into a percentage (Financial Score). Proposals that exceed the available budget will be disqualified.

The Normalised Technical Score will be multiplied by the Technical Weighting Factor, the Financial Score multiplied by the Financial Weighting Factor and the two weighted scores added together to provide a Final Weighted Score for each bid achieving a Technical Score >70%.

IUCN will then enter into contractual negotiations with the bidder achieving the highest Final Weighted Score, as long as all other bid criteria, as laid out in this documentation, have also been met and adhered to.

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

By participating in this RfP, Proposers are indicating their acceptance to be bound by the conditions set out in this RfP.

This Part details all the information Proposers are required to provide to IUCN. Submitted information will be used in the evaluation of Proposals. Proposers are discouraged from sending additional information, such as sales brochures, that are not specifically requested.

Each of the following must be submitted as a separate document, and will be evaluated separately.

4.1. Declaration

Please read and sign the [Declaration](#) and include this in your proposal.

4.2. Technical information/Service Proposal

Bidders are required to submit the following details in their technical proposal:

- a) Project Methodology – describing in adequate detail how the Consultant intends to undertake the project delivery, justifying the approach described (maximum of 4 pages);
- b) Project Team – identifying Team Leader and supporting experts;
- c) CVs of all project Team Members (maximum 2 pages per CV);
- d) Activity Work Plan – using weekly/monthly intervals for the activities and tasks identified in the Project Methodology;
- e) Staffing Work Schedule – identifying days/weeks of input of staff identified in the Project Team, for the activities identified in the Activity Work Plan in the weeks/months they are estimated to occur;
- f) Evidence of similar projects undertaken within the last 5 years – where this experience is provided by sub-consultants this needs to be clearly identified as such;
- g) References –contact details of 3 No. referees familiar with the bidder’s experience relevant to the PPG

4.3. Pricing information

Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

Applicable Goods and Services Taxes

Proposal rates and prices shall be exclusive of Value Added Tax.

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in United States dollars.

Rates and Prices

Expert Description	Day/Week Rate	Total Days/Weeks Input	Sub-Total Fee
Team Leader			
Expert 1			
Expert 2			

TOTAL		n/a	
--------------	--	-----	--

Expenses Budget

Expert Description	Unit Rate	Quantity	Sub-Total
International travel 1			
Domestic travel 1			
Domestic travel 2			
Daily subsistence			
Meeting costs			
Other 2			
Other 3			
TOTAL		n/a	

4.4. Non-price commercial information

Bidders are required to provide the following:

- Certificate of registration of company
- Evidence of taxation system the company is governed under
- Where sub-consultants are to be used, clearly identify the individuals involved by providing Letters of Intent or Association signed by both parties; and
- Evidence of sub-consultants being covered by the lead company professional insurances
- A copy of last year's audited financial statements or equivalent

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for [name of project/requirement]. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

CONSULTANCY AGREEMENT (the "Agreement")

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "**IUCN**"),

and

[full legal name of other party], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter "**Consultant**")

IUCN and the Consultant shall be referred to herein individually as a "Party" and together as the "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;

[OPTION 1] **Whereas** IUCN has received a donation from [name of the Donor] (hereafter the "Donor") to implement the Project [insert the name] (the "Project") and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

[OPTION 2] **Whereas** IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

Whereas the Consultant has represented to IUCN that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the "Services").

1.2 The Consultant will assign [name of the person(s) and title(s)] (the "Key Personnel"), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

1.4 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

2. TERM

This Agreement comes into effect on [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on [date] (the “Expiration Date”).

3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

4.1. The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

4.2. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of **[currency/amount in numbers (amount spelled out in letters)]** (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the Agreement end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.4 IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide a certificate of insurance evidencing such coverage.

7.4 The Consultant represents and warrants that no part of the Remuneration 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.

8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to it by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

10.2 Pre-existing Intellectual Property (Pre-existing Rights") of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

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

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

11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

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

12. COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [address] [phone] [email]

12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of 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 Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in

IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

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

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. PROCESSING OF PERSONAL DATA

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

16.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

16.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

16.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

17.2 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.

18. GENERAL PROVISIONS

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

18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

18.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.

18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

**IUCN, International Union for
Conservation of Nature and
Natural Resources**

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]

PART 6 – DEFINITIONS

For the purposes of this Request for Proposal (RfP) the following definitions apply:

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	Means IUCN, International Union for Conservation of Nature and Natural Resources.
IUCN Contact	Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.
Proposal	Means a written offer submitted in response to this Request for Proposals.
Proposer	Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.
Requirement	Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.
RfP	Request for Proposals