



Request for Proposals (RfP)

Strategic Review of IUCN's future engagement with the World Heritage Convention

IUCN Heritage Culture and Youth Team
RfP Reference: IUCN-22-02-P90525

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

- 1.1. A detailed description of the services to be provided can be found in Attachment 1.

2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

IUCN Contact: Tim Badman, Head, Heritage, Culture and Youth tim.badman@iucn.org

3. PROCUREMENT TIMETABLE

- 3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
28 February 2022	Publication of the Request for Proposals
17 March 2022	Deadline for submission of questions
20 March 2022	Planned publication of responses to questions
24 March 2022	Deadline for submission of proposals to IUCN (" Submission Deadline ")
31 March 2022	Clarification of proposals
15 April 2022	Planned date for contract award
18 April 2022	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated below. This will help IUCN to keep you updated regarding the procurement.

4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [IUCN-22-02-P90525– bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

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 within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

Pre-Qualification Criteria	
1	2 relevant references of clients similar to IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years

4.4. *Technical Proposal*

The technical proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).

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

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN’s approval.

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance:

	Description	Information to provide	Relative weight
1	Demonstrated relevant experience in strategic review, monitoring and evaluation of institutions, projects and/or programmes with a focus on nature/heritage conservation.	CV/s of lead consultant/s; relevant examples of past work; references.	30
2	Demonstrated understanding of IUCN’s work including work specific to World Heritage	Outline of experience with examples of work undertaken.	30

3	Quality of project methodology and work plan	Proposed approach to undertaking the assignment, methodology and work plan.	30
4	Proposed resources and timetable	Details of staff and other technical resources; timetable with milestone deliverables.	10
TOTAL			100%

4.5. *Financial Proposal*

4.5.1. The financial proposal must be a single fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes (except VAT, see below), fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your organisation and to include them in your financial offer.

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in Swiss Francs (CHF).

4.5.5. *Breakdown of rates and prices*

For information only, the price needs to be broken down as follows:

	Description	Quantity	Unit Price	Total Price
1	Total professional fees based on estimated consulting days (a breakdown of different staff and rates can be provided in the full submission). N.B. These fees should not include costs of members of the Review Reference Group referred to in the TOR.			
2	Administrative costs			
3	Any other costs			
	TOTAL			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account in the evaluation.

4.7. Your proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. *Withdrawals and Changes*

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, no changes or withdrawals will be accepted after the submission deadline.

5. **EVALUATION OF PROPOSALS**

5.1. *Completeness*

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.5. *Total Score*

Your proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical: 80%
Financial: 20%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 80\% + 77 * 20\% = 66.4\% + 15.4\% = 81.8\%$.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

6. EXPLANATION OF PROCUREMENT PROCEDURE

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

- 7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.
 - 7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
 - 7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
 - Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.

- 7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
 - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
 - Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

11. 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 1,000 staff with offices 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/>

12. ATTACHMENTS

ATTACHMENT 1 Terms of Reference

Strategic Review of IUCN's future engagement with the World Heritage Convention

Terms of Reference (TOR)

Context for the review

UNESCO's 1972 World Heritage Convention defines IUCN as the World Heritage Committee's Advisory Body (AB) for natural heritage (with two other organisations named as Advisory Bodies on Cultural Heritage). These functions are set out in the World Heritage Convention's Operational Guidelines - see Annex 1. In addition, IUCN positions World Heritage as an integral component of the implementation of its global programme.

The Convention's 50th anniversary in 2022 provides an opportunity to review IUCN's future engagement with the Convention, in the context of a widespread and growing concern about the increasingly regular departure of the Committee's *modus operandi* from the Convention's Operational Guidelines and rejection of the Advisory Bodies' advice. There are a growing number of landmark decisions in which political considerations appear to outweigh technical advice, which result in losses for conservation outcomes for World Heritage sites, and risk undermining the reputation of the Convention in setting leading standards relevant to 21st century conservation norms and expectations. The debate surrounding these issues is also a source of division between the Convention's parties. A number of States Parties express increased concerns regarding the work of the Convention ABs (including IUCN), with issues raised including the transparency of processes and the diversity of our expert networks (including engagement with the national experts of the Convention's parties). Some Parties also increasingly assert the "sovereignty" of the World Heritage Committee to take its own decisions, and to not accept expert advice if it does not wish to do so.

Beyond these immediate concerns, the challenges facing nature conservation are greatly different to those of the 1960s and 1970s, notably in terms of the scale of the acknowledged global environmental crisis, with climate change and biodiversity loss accelerating so rapidly. The impacts of the COVID pandemic continue to be very significant, and underline that the health of the environment is inseparable from culture and social justice. IUCN's new programme, Nature 2030, provides the Union's overall analysis and intended response to these challenges: <https://www.iucn.org/about/programme-work-and-reporting/programme>.

IUCN has had a 50-year engagement with the World Heritage Convention, mandated by the clear direction of IUCN members and key IUCN events on the unique and powerful contribution of World Heritage to the wider mission of IUCN. These positions are summarised in the annexes to this TOR, and include particularly positions of IUCN Congresses and IUCN World Parks Congresses. Furthermore, two reviews have been undertaken on IUCN's work on World Heritage by Christina Cameron (2005) (Annex 2) and by IUCN's monitoring and evaluation unit (2013) (Annex 3), both of which have led to change through agreed IUCN management responses. IUCN will provide full details of its positions in relation to the Convention to the appointed consultants.

IUCN has already engaged in exchanges on the future of the Convention, in particular through a number of events at the IUCN Congress in Marseille, to explore how to ensure the Convention delivers cutting-edge conservation practice in the 21st century, and notes concerns including:

- a) The **performance of the World Heritage Convention in achieving conservation on the ground** of listed sites: The three-yearly IUCN World Heritage Outlook indicates that one third of listed sites do not have secure prospects to conserve the values for which they have been listed. The Convention is flat-lining in terms of showing a continuous improvement in the

prospects for listed sites due to growing threats and weak protection and management. The growing threat of climate change is of particular significance, as is the recognition of the need for World Heritage sites to support the solutions needed to implement global action on climate.

- b) **Sustainable development vs conservation:** Reconciling of sustainable development with effective conservation is leading to a growing number of conflicts between effective conservation of natural World Heritage properties, including when highly impactful large-scale development projects are represented as sustainable development. The root cause of this stems from the frequent inability of the Convention to be implemented in a way that connects the conservation goals for World Heritage sites to wider national development priorities, and which recognises the contributions of World Heritage sites to people.
- c) **Governance issues:** The World Heritage Committee has wide powers but is limited to 21 state members serving the 194 signatories of the Convention. Committee members often hold direct interests in relation to the decisions they are party to (i.e. inscriptions of new World Heritage sites, and/or proposals for inclusion on the List of World Heritage in Danger on their territories). There are growing challenges made to the science and technical advice necessary to ensure the credibility of the World Heritage List as a whole, with much advice not taken into account. It is evident that, as an intergovernmental process, there is an inevitable political environment that the Convention works within, and IUCN has a high profile and exposure. Understanding the Convention's political realities, and how they are changing, is imperative in considering the most effective ways to contribute IUCN's technical leadership and capacity to support good results, and to anticipate and mitigate potential negative impacts to IUCN's wider work.
- d) **Rights-based approaches:** There remains a lack of recognition of international norms for rights-based approaches and the inclusion of indigenous peoples and local communities as meaningful actors in the implementation of the Convention, punctuated by recent, serious issues in some sites.
- e) **Financial arrangements:** There is a long-recognised, clear and growing funding crisis for the work of the Convention, which lacks effective strategies and governance arrangements. This chronic underfunding results from inefficient and ineffective mechanisms to mobilise and deploy support to World Heritage sites and adequately fund the work of the Convention (including the requested work from IUCN), with no dedicated funding streams of any scale outside of the limited resources mobilised by UNESCO. IUCN currently invests its own resources on an ongoing basis, both in terms of innovations in World Heritage practice, and through the support of the volunteers in IUCN's Commissions. This issue is compounded by limited return to IUCN in terms of visibility in the operation of the Convention, and with increasing evidence of impacts from IUCN's engagement with World Heritage on its other programmatic work.
- f) **Regional imbalance of the World Heritage List:** There has been a failure across decades to address the underlying geographical imbalance of the World Heritage List, which for over 30 years has seen broadly half of the listed sites located in Europe, whilst Africa, low- and middle-income countries and Small Island Developing States have been chronically underserved. In natural heritage the situation is less unbalanced than for cultural sites, however there is a concern regarding the lack of priority for new nature conservation focused nominations.
- g) **Dialogue and transparency:** The communication and consultation arrangements with States, civil society and site managers is hampered by the limitations and short notice provided by the statutory processes of the Convention, over which IUCN has no control. Whilst civil society interest in the Convention has increased, this has not been matched by reforms to Convention modalities that open communication channels with society.

Rationale and purpose of the review

The World Heritage Convention remains an instrument with the potential to innovate and show leadership to conservation, however the challenges it is facing appear to be undermining this potential in ways that risk its future relevance to the current challenges being faced internationally, nationally and locally. The role of the World Heritage Convention in helping achieve the SDGs, climate action and the shortly to be agreed post-2020 Global Biodiversity Framework needs to be reconsidered. IUCN has developed a position statement on this issue, jointly with the UNESCO World Heritage Centre and the other ABs (Annex 4), and the 2014 World Parks Congress has also indicated its expectations in the “Promise of Sydney” (Annex 5).

Furthermore, IUCN is currently engaged in a significant process of institutional reform, which, from January 2022, sees IUCN’s work on World Heritage positioned as part of a new larger team focused on Heritage, Culture and Youth, and including support for IUCN’s Urban Alliance. This team will form part of a new Centre for Governance and Society in IUCN and provides a different and broader context for IUCN to engage in World Heritage going forward.

Based on these challenges and opportunities, IUCN is commissioning a Strategic Review of IUCN’s future engagement in World Heritage. This strategic review is timely ahead of the Convention’s 50th anniversary in November 2022 and should respond to the issues above seen through the lens of IUCN’s broader vision, mission and programme.

Review questions

The review will centre on a series of questions which derive from the above context including:

- 1) *How is IUCN perceived as an actor within the World Heritage Convention, and how does this perception vary by geographic region and sector - what are our perceived strengths, weaknesses and areas for improvement, and how is our role seen in relation to the other actors in the Convention (Committee, States Parties, other Advisory Bodies, UNESCO, other current or potential partners in the Convention)? This should include consideration of the extent to which IUCN’s role is unique, or irreplaceable, and whether there are alternative organisations who could act in roles IUCN is currently undertaking.*
- 2) *How should IUCN position itself, and act, in response to the key issues, challenges and opportunities facing the World Heritage Convention, in order to secure reform of the Convention, so that it remains relevant to the future of conservation? This should include the way that IUCN engages through its current statutory AB role, and if we should seek changes in how this role is defined and discharged.*
- 3) *How should IUCN position its role and work within the World Heritage Convention, in relation to the key challenges for contemporary conservation, including action on climate mitigation and adaptation, the achievement of just, rights-based approaches to conservation, and the response to the impacts of the COVID crisis?*
- 4) *How should IUCN now act to position its work within the World Heritage Convention within the implementation of the post-2020 Global Biodiversity Framework, when adopted?*
- 5) *How should IUCN act to address the widely acknowledged failure of the Convention’s current Global Strategy to improve the balance on the World Heritage List and to work towards a completion of the World Heritage List for natural heritage by 2050, and an enhancement of the diversity and regional balance across its World Heritage expert network?*
- 6) *What priorities should IUCN set for World Heritage within its reorganised Global Secretariat including Regional Offices, Commissions and the new IUCN Programme “Nature 2030”, including through optimizing the future potential of the IUCN World Heritage Outlook?*
- 7) *How should IUCN communicate its distinct role in the World Heritage Convention, and in particular the differentiation of its statutory AB role from wider IUCN engagement with IUCN state, NGO and IPO members on World Heritage Issues?*

- 8) *How can IUCN catalyse the resource mobilization and partnership arrangements necessary to address the recommendations which will arise from this review, to ensure increased and secure funding for IUCN's work, and to seek more effective (existing and new) mechanisms to address the ongoing funding and capacity gaps that exists for conservation of World Heritage sites. This should include, but not be limited to, the positioning of IUCN's partnership arrangements with UNESCO, and the other Convention Advisory Bodies, ICOMOS and ICCROM?*

The review should include concrete recommendations in the context of the new IUCN Global Programme, linked to available and potential funding, on action that IUCN can take in the immediate three years following the review.

Proposed methodology and key stakeholders

The review shall conduct expert interviews and/or focus groups in line with appropriate survey methods, interviewing and estimated 20 key high-level and geographically diverse actors, academics and specialists implementing the Convention on a day-to-day basis (e.g. UNESCO programme specialists, IUCN staff, State Party focal points, World Heritage site managers).

The aim is to identify a qualified consultant (or consultants) to conduct the review. The review is envisaged to be desk-based with no requirement for field work or travel, although the consultant is expected to participate in online meetings. To assist the review IUCN will convene a small Review Reference Group (RRG) aimed at a diversity of experience and viewpoints drawing on experienced World Heritage practitioners as well as fresh and innovative thinking. Among others, the RRG will include people with: senior diplomatic, and academic experience and include younger people in line with IUCN's commitment to engage youth, as well as the intergenerational requirements inherent in the World Heritage Convention. The RRG will also include Indigenous voices and perspectives on World Heritage. (Note - the consultant may wish to recommend potential names for the RRG, but should note that the appointment of the RRG will be made by IUCN).

Lead consultant/s experience and qualifications

The consultancy is open to individuals/consultancies with the following expertise:

- Ten (10) to fifteen (15) years of demonstrated experience in the strategic review, monitoring and evaluation of institutions, projects and/or programmes with a focus on nature/heritage conservation.
- Demonstrated strong understanding of the operation of the UNESCO World Heritage Convention in the context of wider global conservation and human development challenges, multilateral approaches and agendas, across a range of geographical situations.
- A high level of knowledge and understanding of IUCN's work on World Heritage, both its statutory role as UNESCO Advisory Body and other World Heritage related work.
- A familiarity with the wider work of IUCN including the three elements of the organisation's structure: Members, Commissions and Secretariat, its governance, business model and programme.
- Excellent analytical skills and proven record of undertaking similar strategic reviews and delivering clear reports with relevant and attainable recommendations.
- Demonstrated experience of undertaking strategic reviews in collaboration with relevant stakeholders.
- Excellent English language proficiency.

Expected deliverables and tentative timeframe

- 31 March 2022 – selection of consultant/s.
- 15 April 2022 - estimated contract award date.

- 31 May 2022 - inception report following online workshop, including preliminary observations and/or questions.
- 15 September 2022 – draft report delivery to IUCN.
- 30 September 2022 – IUCN comments on draft report.
- 15 October 2022 – final review report and presentation of executive summary and recommendations

Pricing information

The maximum available budget for this consultancy is estimated at CHF 33,000, including all assignment-related costs.

ANNEXES TO TERMS OF REFERENCE FOR THE STRATEGIC REVIEW ARE AT THE BELOW LINKS:

Annex 1: Operational Guidelines to the World Heritage Convention.
<https://whc.unesco.org/en/guidelines/>

Annex 2: EVALUATION OF IUCN'S WORK IN WORLD HERITAGE NOMINATIONS, Christina Cameron, Parks Canada, Former Chairperson, World Heritage Committee,
https://www.iucn.org/sites/dev/files/import/downloads/christina_cameron_review.pdf

Annex 3: GLOBAL - IUCN World Heritage Programme evaluation 2013 - FINAL REPORT,
https://www.iucn.org/downloads/whp_evaluation_final_report_jan_2014_ed.pdf

Annex 4: World Heritage and the Post-2020 Global Biodiversity Framework
https://www.iucn.org/sites/dev/files/content/documents/2019/post2020_statement_iucn_unesco_icrom_icomos_icimod.pdf

Annex 5: Promise of Sydney: World Parks Congress commitments to World Heritage, 2014
<https://www.iucn.org/theme/world-heritage/resources/iucn-policies-world-heritage/promise-sydney>

ATTACHMENT 2a Declaration of undertaking (Companies)

DECLARATION in relation to RfP IUCN-22-02-P90525

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

Registered Name of Organisation (the "Organisation"): _____

Registered Address (incl. country): _____

Year of Registration: _____

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

ATTACHMENT 2b Declaration of undertaking (Self-employed)

DECLARATION in relation to RfP IUCN-22-02-P90525

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature>

ATTACHMENT 3 Contract template

CONTRACT REFERENCE NUMBER	RQxxxxxx
PROJECT NUMBER	
AWARD NUMBER	

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

[name of other party], domiciled at **[address]**, **[country]** (hereafter “**Consultant**”)

a. 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]** and 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 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.

1.3 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However the Consultant may under his/her 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 Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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 The Consultant shall not hold himself/herself out or permit himself/herself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

4. OBLIGATIONS

1.1 The Consultant shall carry out his/her duties in an expert and diligent manner and to the best of his ability; he/she shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

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

1.3 In the case of illness, accident or a case of Force Majeure as described under clause 14.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such 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 upon delivery and IUCN written acceptance of [please indicate what task(s)/deliverable(s) will trigger payment]; 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.

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]
Currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

5.5 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 by the Contact before any reservation is made.

6.2 The IUCN Travel Policy (April 2019) 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 undertakes to IUCN that he/she will duly pay the tax and national insurance contributions which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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 to 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 him/her by IUCN, which becomes known to him/her during the period of this Agreement or which he/she develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant shall:

8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;

8.2.2 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.

8.3 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of IUCN, 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 his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services and he/she may not make or retain copies.

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 All Intellectual Property rights conceived or made by the Consultant in the course of providing the Services will belong to IUCN and the Consultant hereby agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the provision of the Services for the full duration of such rights, wherever in the world enforceable.

10.3 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.

11. LIABILITY

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, including invoices, must clearly state the **Contract Reference Number** and must be directed as follows:

IUCN Contact Person	Consultant Contact Details
[name]	[name]
[title]	[title]
[name of IUCN Programme/Office]	[name of IUCN Programme/Office]
[address]	[address]
[phone]	[phone]
[email]	[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 FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

13.2 The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

14 TERMINATION

14.1 Termination for cause

14.1.1 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");

14.1.2 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.

14.2 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.

14.3 Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, 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. 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.

14.4 Effects of Termination

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at IUCN's request:

- 14.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
- 14.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
- 14.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement; and
- 14.4.4 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.

15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

15.2 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.

16 GENERAL PROVISIONS

16.1 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.

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

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

16.4 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.

16.5 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.

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

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement 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, 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**

[full name of OTHER PARTY]

Date: _____

Date: _____

**[Name of representative]
[Position of representative]**

**[Name of representative]
[Position of representative]**

b.

c.

ANNEXES

[please list all annexes named in the agreement]