Request for Proposals (RfP)

External Review of the IUCN Programme 2021-2024

**Programme Performance, Monitoring and Evaluation Unit**

**RfP Reference: IUCN-23-04-P90138**

## 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.

# REQUIREMENTS

## A detailed description of the services and/or goods to be provided can be found in Attachment 1.

# CONTACT DETAILS

## 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: Gabriela Allen, Programme Administrator, [gabriela.allen@iucn.org](mailto:gabriela.allen@iucn.org) |

## 

# PROCUREMENT TIMETABLE

## 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** |
| --- | --- |
| April 27 | Publication of the Request for Proposals |
| May 11 | Deadline for expressions of interest |
| May 18 | Deadline for submission of questions |
| May 22 | Planned publication of responses to questions |
| May 26 | Deadline for submission of proposals to IUCN (“**Submission Deadline**”) |
| May 31 | Clarification of proposals |
| June 14 | Planned date for contract award |
| June 22 | Expected contract start date |

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

# COMPLETING AND SUBMITTING A PROPOSAL

## 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.

## Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – 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.

## 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** | 3 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** | How many employees does your organisation have who are qualified for this work? |

## 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** |
| Demonstrated relevant experience in institutional performance, programme performance and evaluation, strategic review, monitoring and evaluation of institutions, projects and/or programmes | | | |
| 1 | Consultant and team structure (CVs)   * Team Leader * Senior, intermediate, junior consultants * Quality assuror * Etc. | | 20 |
| 2 | Relevant experience (particularly reviewing institutional, portfolio, programme and project performance) | | 25 |
| Demonstrated understanding of IUCN’s programme work including work specific to IUCN’s Programme Areas | | | |
| 3 | Demonstrated understanding of IUCN’s mandate, 2021-2024 Programme, ideally linked to demonstrated understanding of ToR for the review | | 15 |
| Quality of project methodology and work plan | | | |
| 5 | Proposed approach - methodology: appropriateness, quality, and clarity of the proposed approach | | 15 |
| 6 | Proposed approach - work plan quality, clarity and feasibility of the work plan | | 15 |
| Proposed resources and timetable | | | |
| 7 | Appropriate and clear resource allocation and timeline, with milestones and deliverables | | 10 |
| TOTAL | | | 100% |

## Financial Proposal

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

## 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.

## Applicable Goods and Services Taxes

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

## Currency of proposed rates and prices

## All rates and prices submitted by Proposers shall be in CHF.

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

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

## 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, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

# EVALUATION of PROPOSALS

## Completeness

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

## Pre-Qualification Criteria

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

## Technical Evaluation

## 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.

## Minimum Quality Thresholds

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

## 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.

## 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%

## 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: 70%**

**Financial: 30%**

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of 83 \* 70% + 77 \* 30% = 58.1% + 23.1% = 81.2%.

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

# Explanation of procurement procedure

## 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.

## 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.

## 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.

## 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.

# Conditions for participation in this procurement

## To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

## It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

## 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.

## 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.

## 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.

## You must complete and sign the Declaration of Undertaking (see Attachment 2).

## 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.

## 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.

## 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.

# Confidentiality and data protection

## 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 after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

## 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.

# 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](mailto: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).

# 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.

# 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](http://www.iucn.org)

<https://twitter.com/IUCN/>

# ATTACHMENTS

## Attachment 1 Specification of Requirements / Terms of Reference

## Attachment 2 Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)

## Attachment 3 Contract Template

**Attachment 1: External Review of the IUCN Programme 2021-2024**

**Terms of Reference**

**About IUCN**

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Created in 1948, IUCN is now the world’s largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,400 Member organisations and some 18,000 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.

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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.

IUCN Member organisations are represented by the IUCN Council – the governing body. Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

**Background**

This External Review is jointly commissioned by the IUCN’s Director General and Framework partners, as part of the framework agreements signed by both parties.

This type of External Review has been conducted every four years since 1991 and focuses on the implementation of the IUCN Programme.

The IUCN Programme (or Programme as referred to hereafter) is the overarching strategic document through which IUCN pursue its objectives for the quadrennial period between each World Conservation Congress. The Programme provides a framework that includes and invites contributions from the IUCN Members, Commissions and Secretariat.

The IUCN Programme 2021-2024, Nature 2030, sets for the first time its ambition in a decadal timeframe (2021–2030). It was approved by Member organisations through an electronic vote in February 2021. For the quadrennial period, following the next World Conservation Congress, it is expected that the current Programme will be influenced by the IUCN Strategic Vision exercise currently undertaken by IUCN’s Council (see Annexe 1: 2021 Congress Resolution 147 WCC-2020-Dec-147-EN).

The External Review is typically undertaken prior to the World Conservation Congress and the final report is presented to the IUCN Members at the Congress.

Governance aspects of IUCN are out of scope of this Review. They may be evaluated in parallel through a dedicated process (External Review of IUCN’s governance, commissioned by the IUCN Council).

**Oversight and Management of the Review**

The External Review will have a Steering Committee comprised of Framework Partners (two representatives) and IUCN staff representatives. The Steering Committee’s role is to provide oversight and approvals at each stage in the External Review process.

On a day-to-day basis, the External Review is managed by the Programme Performance Monitoring and Evaluation (PPME) Unit of the IUCN Secretariat.

**Objective and purpose for the External Review**

The objective of the review is to evaluate the overall performance of the IUCN Intersessional Programme to ensure the accountability of IUCN towards its framework partners, constituents, donors and other stakeholders, and to provide lessons learnt that will generate actionable recommendations for further implementation of the Programme. The external review will also provide solid foundation to launch the design of the next IUCN intersessional programme.

Accordingly, the objectives of the review are to:

* Provide oversight and assurance to IUCN, its donors, and all relevant stakeholders on the delivery of the Intersessional Programme;
* Identify lessons learnt and adjustments to the Intersessional Programme in view of improving its relevance, effectiveness and efficiency over the remaining period, and;
* Provide key recommendations and directions for the development of the next Intersessional Programme – in support of the IUCN Strategic Vision process.

Primary users will be:

* The entire Union and its components, i.e. Member organisations, Commissions, Committees and the Secretariat;
* IUCN’s donors and partners;
* IUCN’s governance.

**Scope**

The IUCN Programme 2021-2024 will be assessed according to the six OECD/DAC criteria and respond to the following overarching questions:

Relevance:

The Review will assess the extent to which the Intersessional Programme objectives and design respond to beneficiaries, global, national, members and partner’s needs, policies and priorities, and continued to do so if circumstances changed, placing particular emphasis on women and girls, youth and indigenous peoples.

Coherence:

The Review will evaluate the compatibility of the IUCN Programme within the conservation and development sectors and within IUCN. As such, the Review will i) assess whether the current Intersessional Programme is coherent with the global, regional and local conservation agenda and the other actors’ interventions involved in the sector, and ii) assess whether the current Intersessional Programme offers a coherent vision, purpose and sense of mission for the Union that includes and invites contributions from the IUCN Members, Commissions and Secretariat.

Effectiveness:

The Review will assess the extent to which the Intersessional Programme achieved or is expected to achieve its objectives and results, i.e. whether the Intersessional Programme contributed to improved conservation and development results, with particular reference to Programme Areas and Impact Targets;

Efficiency:

The Review will evaluate how the Intersessional Programme delivers, or is likely to deliver, results in an economic and timely way, providing assurance on it’s governance, management, overall conduct of operations and financial viability;

Impact:

The Review will assess the extent to which the Intersessional Programme has generated or is expected to generate significant positive or negative, intended or unintended, higher-level effects.

Sustainability:

The Review will evaluate the extent to which the net benefits of the Intersessional Programme will continue or are likely to continue.

The consultant should provide in their proposal an exhaustive list of questions and sub-questions. A detailed review matrix presenting all questions, sub-questions, indicators, data collection methods and information sources will be provided in the inception report.

The Review team will analyse a representative variety of IUCN interventions from each IUCN component (Members, Commissions, Committees and the Secretariat), including a project sample from the Programme portfolio.

The scope of the IUCN External Review will primarily cover the period from January 1st 2021, but in some cases (e.g. long-standing policy engagements), it may be useful to include evidence from before 2021.

**Methodology**

The Review team will use different data collection methods, including:

* Documentation review, including:
  + IUCN Programme documentation;
  + Annual Reports and external reviews;
  + Annual Workplans and budgets;
  + Commissions and Committees specific documentation;
  + Project and programme documentation;
  + Financial data;
  + Portfolio data;
  + Evaluation database;
  + Contributions for Nature Platform;
  + Relevant publications, etc.
* Interviews, including with:
  + IUCN framework partners
  + IUCN Commissions
  + IUCN Member organisations
  + Donors
  + Senior managers and project managers from IUCN Secretariat staff in HQ, regional and national offices
  + Council members
  + Project implementing or executing partners
  + Project beneficiaries
* Field visits
  + It is expected that the Review team will visit two or three IUCN regional offices, including Mexico, the Central America and the Caribbean Regional Office and the Asia Regional Office.
  + During field visits, it is expected that the Review team will visit a few project sites, in particular in Least Developed Countries within the selected regions.

The consultants are expected to provide in their proposal the sampling approach they will follow to select key documents, key informants, and key projects. The sample of projects to be reviewed in more detail must include projects covering topics such as equitable access to water resources, Nature-based Solutions, Gender responsiveness and inclusion of and respect for indigenous peoples’ rights, among other requirements. The detailed sampling methodology and final sample should be provided in the inception report.

**Key deliverables**

The Review team will provide the following deliverables:

* A draft and final inception report including an understanding of the context, a detailed evaluation matrix (evaluation questions, sub-questions, indicators, data collection methods and data sources), a detailed methodology (including sampling), workplan, the list of documents to be reviewed, the list of key informants and interview protocols. The inception report shall not exceed 25 pages (excluding annexes).
* A draft and final Review report presenting evaluation findings, conclusion and recommendations, with background information and supporting evidence in annexes. The main review report shall not exceed 60 pages (excluding annexes).
* A PowerPoint presentation of the draft and final Review report summarizing the main findings, conclusions and recommendations.

In addition, the following meetings are to be attended by the Review team:

* A kick-off call with the PPME unit to set-up logistical arrangements for the day-to-day management of the Review.
* An introductory call with the Steering Committee to present the Review team, go through the main expectations from the Review and address potential pending questions for the consultants to develop the inception report.
* An inception report presentation meeting where the Review team will present the draft inception report to the Steering Committee
* A draft report presentationmeeting where the Review team will present the draft Review report to the Steering Committee.
* A presentation of the final Review report.

All meetings can be attended either remotely or in-person. This will have to be defined in the technical and financial proposal.

**Timeline**

The External Review process is expected to be conducted in 2023.

|  |  |  |
| --- | --- | --- |
| Deliverable | Type of deliverable | Expected due date |
| Kick-off call | Meeting | June 2023 |
| Introductory call | Meeting | July/August 2023 |
| Draft inception report | Report | July/August 2023 |
| Presentation of the inception report | Meeting | July/August 2023 |
| Final inception report | Report | July/August 2023 |
| Draft External Review report | Report | October 2023 |
| Presentation of the draft Review Report | Meeting and PPT | October 2023 |
| Final Review Report | Report | November 2023 |
| Presentation of the final Review Report | Meeting and PPT | November 2023 |

**Qualification of the Review team**

Members of the Review team will be external to both IUCN and the framework partners and will be mutually agreed upon by IUCN and its framework donors. The Review team will be selected by an open tender under IUCN rules and procedures. The profile of the Review team members will be senior professionals with specific expertise in the field evaluations, conservation and sustainable development at global and regional levels.

Specific attributes required of the Review team include:

* A team leader with at least 15 years of experience undertaking corporate, program and portfolio-level evaluations, reviews, assessments and consulting assignments for international organisations;
* At least 10 years of demonstrated experience in conservation and natural resources management, governance and policy;
* Proven ability to integrate gender equality and women’s empowerment, the inclusion of indigenous peoples and working with a rights-based approach;
* Demonstrated experience with international organisations;
* Experience in assessing implementing agencies (e.g. of GEF, GCF) and/or grant making agencies;
* Ability to work in all three official languages of IUCN (English, French, Spanish).

The Review team leader is responsible for the management and conduct of the Review as well as for the submission of the Final External Review report. Review team members are responsible for the quality and credibility of the review process, including the design of the methodology and tools, data collection, analysis and reporting.

**Technical proposal requirements**

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

1. Understanding of the ToRs.
2. Review scope: this should include a list of evaluation questions and sub-questions according to the six OECD/DAC criteria.
3. Review methodology: this describe the overall approach to be followed for the Review as well as the detailed methodology for data collection (document review, key informants, field visits and programme portfolio sampling method, among others), and overall approach to analysis and reporting.
4. Detailed workplan and schedule including a clear timeline for each task and Review phase, with associated level of effort per team member.
5. Presentation of the Review team: this should give an overview of all team members, their roles and complementarity.
6. CV of all team members.
7. Evidence of experience conducting similar Reviews within the last 5 years.
8. References – contact details of three referees familiar with the proposer’s experience relevant to the External Review.

**Financial proposal requirements**

The proposal must mention the name of the company and the title of the study. The financial proposal, which will be presented in CHF excluding VAT, will detail:

1. A description of each team members’ level of effort per activity, detailing clearly the number of days per evaluation activity and phase – with associated fees.
2. A description of all other planned expenses (flights, accommodation, vaccines, visas, communication, etc.)

**External Review budget**

The available budget for this review shall not exceed CHF 150 000, including all travel and accommodation expenses. All travel will require prior approval of IUCN. Proof of travel in the form of economy class tickets with the most direct routes and other necessary receipts will be required for reimbursements.

**Annexe 1: 2021 Congress Resolution 147 (WCC-2020-Dec-147-EN)**

Development of a new 20-year Strategic Vision, inclusive of a Financial Strategy, and Strategic Plan for the Union

The IUCN World Conservation Congress 2020, at its session in Marseille, France:

REQUESTS the IUCN Council, as a matter of priority, to establish an intersessional Council working group including IUCN Members to lead and work with the Director General:

a. to define a consultative process to undertake the following:

i. undertake a global situational analysis of IUCN that takes into account all points raised in the external review;

ii. develop options to address the points raised in the External Review of Aspects of IUCN’s Governance, including strengthening Council’s capacity to carry out its oversight and governance roles, and if needed, reviewing its membership models and any other needed organisational change;

iii. develop a long-term (20 years) integrated Strategic Vision that includes a Financial Strategy, and Strategic Plan and other implementation plans, as needed, that follow the four-year planning process of the Union; and

iv. establish a clear roadmap to ensure that the Union effectively and efficiently fulfils its mandated objectives, including by actively engaging its membership, while ensuring financial sustainability;

b. to consult with the IUCN membership during the process, including sharing the proposed process, the composition of the working group, and the situational analysis and the outcomes of that strategic planning process and options developed in a.ii; and

c. to submit the Strategic Vision, Financial Strategy and Strategic Plan and options developed in a.ii. to a vote by the Members before the end of the next World Conservation Congress.

**ATTACHMENT 2a – Declaration of Understanding for a Company**

DECLARATION OF UNDERTAKING in relation to RfP < **IUCN-23-01-P90019-1**>

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 reasonably 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 Understanding for self-employed**

DECLARATION in relation to RfP < **IUCN-23-01-P90019-1**>

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, including Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR). 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 reasonably 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”)**

1. 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**
  2. 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”).
  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.
  4. 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.
  5. **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”).

* 1. **INDEPENDENT STATUS**
  2. 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. The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.
  4. 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.
  5. **OBLIGATIONS**
  6. 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.
  7. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
  8. 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.
  9. **REMUNERATION**
  10. 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:
      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;
      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
      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.
  11. The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.
  12. 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.

* 1. 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]

* 1. 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.
  2. **TRAVEL EXPENSES**
  3. 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.
  4. 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>.
  5. 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.
  6. **CONSULTANT’S WARRANTIES AND UNDERTAKINGS**
  7. 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.
  8. 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.
  9. 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.
  10. 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.
  11. **CONFIDENTIALITY**
  12. 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.
  13. The Consultant shall:
      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;
      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.
  14. 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.
  15. **PROPERTY OF RESULTS**

1. 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.
   1. **INTELLECTUAL PROPERTY**
   2. 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.
   3. 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.
   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.
   5. **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.

1. **COMMUNICATION AND NOTICES**
   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]  [title]  [name of IUCN Programme/Office]  [address]  [phone]  [email] | [name]  [title]  [name of IUCN Programme/Office]  [address]  [phone]  [email] |

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

1. **FRAUD, CORRUPTION AND ETHICS**
   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.
   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.
2. **TERMINATION**
   1. Termination for cause
      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:
3. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
4. defaults in carrying out any of its obligations under this Agreement;
5. 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”);
   * 1. 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.
   1. 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.

* 1. 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.

* 1. 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:

* + 1. to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
    2. refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
    3. reimburse IUCN for any expenditures made in breach of the terms of this Agreement; and
    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.

1. **APPLICABLE LAW AND DISPUTE RESOLUTION**
   1. The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
   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.
2. **GENERAL PROVISIONS**
   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.
   2. Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
   3. This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant’s field of specialization.
   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.
   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.
   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 [full name of OTHER PARTY]**

**Conservation of Nature and**

**Natural Resources**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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



**ANNEXES**

**[please list all annexes named in the agreement]**