



Request for Proposals (RfP)

Preparation of GCF Funding Proposal Documents for the Freshwater wetlands-based adaptation in the Indo-Burma region Project, including Economic and Financial Analysis

**IUCN (International Union for Conservation of Nature)
Asia Regional Office
Science and Strategy Group**

RfP Reference: IUCN-23-05-P04555-1

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. IUCN invites you to submit a proposal for delivering the services described in the following two (2) lots:
Lot 1: Team leader for producing and submitting the final funding proposal (FP).
Lot 2: Nature-based Solutions Business development and Economic and Financial Analysis (EFA) specialist
- 1.2. The expected duration of the contract is 12 months, the person month efforts is to be proposed by the bidders.
- 1.3. Further details about the requirements for each lot are outlined in Attachment 1 of this Request for Proposal (RfP). The bidder is invited to bid on one or both lots.
- 1.4. Attachment 2 contains the concept note approved by GCF.

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: Raphaël Glémet, Senior Programme Officer, Water and Wetlands, Science and Strategy Group, IUCN (International Union for Conservation of Nature), Asia Regional Office, 63 Sukhumvit Road Soi 39 (Soi Prompong), Klongton-Nua, Wattana, Bangkok, 10110, Thailand, E: raphael.Glemet@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/TIME	ACTIVITY
11th May 2023	Publication of the Request for Proposals
15 th May 2023	Deadline for expressions of interest
23 rd May 2023	Deadline for submission of questions by email
29 th May 2023	Planned publication of responses to questions
8 th June 2023/20:00 Bangkok time	Deadline for submission of proposals to IUCN (" Submission Deadline ") followed by submission of passwords within 12h after the close of the call.
15 th June 2023	Clarification of proposals
28 th June 2023	The planned date for the contract award
1 st July 2023	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated above, including for which lot(s) you are intending to bid. This will help IUCN to keep you updated regarding the procurement. If you are intending to bid for both lots you only need to send one expression of interest.

4. COMPLETING AND SUBMITTING A PROPOSAL

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

- Signed Declaration of Undertaking (see Attachment 3)
- Pre-Qualification Information (see Section 4.5 below)
- Technical Proposal (see Section 4.6 below)
- Financial Proposal (see Section 4.7 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.

- 4.2. **Bidders are required to submit a separate Proposal for each Lot they wish to bid for.** Each Proposal shall consist of two parts, The Technical Proposal and the Financial Proposal. These two parts must be submitted simultaneously in two separate PDF documents. One

document should contain only information relating to the Technical Proposal for the specific Lot and the other should contain only information relating to the Financial Proposal of the specific Lot.

4.3. If a Bidder wishes to bid for both Lots, they must submit a separate complete proposal for each Lot (technical and financial). **If a Bidder wishes to offer a discount in case of being selected as Contractor for both lots, such discount shall be stated in the Financial Proposal of Lot 2.**

4.4. *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. **Bidders who bid for both lots need to submit the pre-qualification information only once.**

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

4.5. *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:

Criteria for Lot 1 – Team leader

	Description	Information to provide	Relative weight
1	Technical Approach and Methodology	Description in adequate detail of how the Consultant intends to approach the assignment, the methodology for preparing the deliverables and a justification for the approach described (max 5 pages).	25%
2	Activity Work Plan	Work plan setting out the activities and tasks identified in the Technical Approach by week and/or month for the duration of the assignment, and showing timing and duration of inputs by subcontractors, if any are used.	15%
3	Personnel Qualification	Short summary of the Consultant's academic qualifications and professional experience relevant to the assignment (maximum 2 pages). Short summary of the relevant qualifications and professional experience of any subcontractors who will be engaged by the Consultant (maximum 2 pages per subcontractor).	30%

		CVs of the Consultant and the subcontractor(s) (if any).	
4	Past Performance	Evidence of similar assignments undertaken by the Consultant within the last 5 years (maximum 5 pages). Contact details of 3 referees familiar with the Consultant's experience relevant to the assignment.	30%
TOTAL			100%

Criteria for Lot 2 Nature-based Solutions Business development and Economic and Financial Analysis (EFA) specialist

	Description	Information to provide	Relative weight
1	Technical Approach and Methodology	Description in adequate detail of how the Consultant intends to approach the assignment, the methodology for preparing the deliverables and a justification for the approach described (max 5 pages).	25%
2	Activity Work Plan	Work plan setting out the activities and tasks identified in the Technical Approach by week and/or month for the duration of the assignment.	15%
3	Personnel Qualification	Short summary of the Consultant's academic qualifications and professional experience relevant to the assignment (maximum 2 pages). CV of the Consultant.	30%
4	Past Performance	Evidence of similar assignments undertaken by the Consultant within the last 5 years (maximum 5 pages). Contact details of 3 referees familiar with the Consultant's experience relevant to the assignment.	30%
TOTAL			100%

4.6. Financial Proposal

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

4.6.2. *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.

4.6.3. *Applicable Goods and Services Taxes*

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

4.6.4. *Currency of proposed rates and prices*

All rates and prices submitted by Bidders shall be in Euros.

4.6.5. *Breakdown of rates and prices*

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

Expert Description	Day/Week Rate	Total Days/Weeks Input	Sub-Total Fee
Total			

Expenses Budget

Expenses Description	Unit Rate	Quantity	Sub-Total
International travel 1			
International travel 2			
Domestic travel 1			
Domestic travel 2			
Daily subsistence			
Accommodation 1			
Accommodation 2			
Other			
Total			

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

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

4.9. *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.

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: 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 for each lot individually. No preference will be given to a bidder who covers both lots except in the consideration of a discount in the price for lot 2 (see Section 4.4).

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 3.1 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 3).
- 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 after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

8.2. In the Declaration of Undertaking (Attachment 3) 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 4, 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 Specification of Requirements / Terms of Reference for Lot 1 and Lot 2

Attachment 2 GCF concept note Freshwater wetlands-based adaptation in the Indo-Burma region

Attachment 3 Declaration of Undertaking

Attachment 4 Contract Template

Attachment 1 Specification of Requirements / Terms of Reference for Lot 1 and Lot 2

The Agence française de développement (AFD) is the Green Climate Fund (GCF) Accredited Entity leading the development of the Freshwater wetlands-based adaptation in the Indo-Burma region project. The concept note (see Attachment 2) was approved by the GCF in March 2023. IUCN, the International Union for Conservation of Nature, has been funded by AFD to hire and coordinate consultant(s) to prepare the Funding Proposal. The project will be implemented in partnership with the Critical Ecosystem Partnership Fund (CEPF) in Bangladesh, Cambodia, Lao PDR, Thailand and Viet Nam.

Within IUCN, the project is coordinated by the Asia Regional office (ARO) in Bangkok, Thailand. ARO is supported by IUCN country offices in the relevant countries.

IUCN invites you to submit a Proposal for the delivery of the services in the following two (2) lots:

- Lot 1: Team leader to lead the preparation of the GCF Full Proposal for the project and to provide support in the dialogue with the GCF until considered accepted for the board.
- Lot 2: Nature-based Solutions Business development and Economic and Financial Analysis (EFA) specialist to lead the preparation of the Economic and Financial Analysis of the project, support the design of outcome 2 and to help respond to GCF feedback until the project is approved.

The Consultants will be required to work according to the Terms of Reference contained in the following sections.

The expected duration of the contract is 12 months, the person month efforts is to be proposed by the bidders.

1- Project Background

Bangladesh, Cambodia, Lao PDR, Thailand and Viet Nam (focal countries for the project and hereafter Indo-Burma region) host a large variety of natural freshwater wetland ecosystems, making it essentially a “wetlands region”. The region’s rural population is highly dependent on the goods and services provided by freshwater wetlands. Wetlands are the “beating hearts” of river systems, absorbing floods in the wet and maintaining base flow in the dry season. They also sustain the rural economy. According to the Mekong River Commission (MRC), the Lower Mekong’s freshwater fisheries is the world’s largest, with an estimated yield of 4.4 million tonnes/year and a total value of USD 11 billion/year. Wetlands are the foundation of agriculture (especially rice), which contribute significantly to local and national income and food security.

In November 2022, IUCN released the Indo-Burma Wetland Outlook 2022, an authoritative review of the state of the region’s wetlands. It concludes that “Wetlands and their dependent species are experiencing present and increasing threats resulting in progressive deterioration and loss”, “Climate change is currently impacting wetlands, their biodiversity and human well-being across the region. These impacts are predicted to increase over time,” and “Without urgent and coordinated responses across the region, the fate of wetlands, their dependent species, and the overall well-being of almost 250 million people will be further compromised”.

Climate projections developed by DeRISK SE Asia, implemented by the World Meteorological Organisation (WMO), University of Southern Queensland, and the International Center for Tropical Agriculture (CIAT) identify similar trends across the region with: (1) higher peak temperatures and more days with peak temperatures >35 degrees; (2) longer and more frequent droughts and heatwaves; and (3) more variable rainfall and more intense rainfall events. This trend is confirmed by analyses using the Palmer Drought Severity Index (PDSI) and Special Sensor Microwave/Imager (SSM/I) data and local vulnerability assessments carried out by IUCN in 10 large wetlands in the region.

Climate change hazards lead to increased desiccation, the main driver of wetlands function loss, leading to the contraction and degradation of wetlands. Under these conditions, the buffering services that wetlands provide to local and downstream populations will become even more important for climate change adaptation. Local maladaptation approaches tend to worsen the situation by putting additional pressure on wetlands ecosystems.

The project will reverse degradation in 10 of the most climate-vulnerable freshwater wetland landscapes in the Indo-Burma region. These 10 landscapes account for 2.5 million hectares or 25,000 sq. km. Interventions directly

address one-third of the land area of each selected wetland landscape, for a total intervention area estimated at 830,000 hectares.

The project will improve the adaptive capacity of around 700,000 direct beneficiaries plus a further 1.4 million indirect beneficiaries. The adaptation strategies implemented will also provide an estimate of 180 MtCO_{2e} reduction over 20 years which will be measured and reported. In addition, the project will have significant biodiversity co-benefits.

The project builds on, and upscales, the CEPF mechanism and is organised around three outcomes:

1. Improved management, restoration and conservation of priority freshwater wetlands in the Indo-Burma region to maintain or enhance adaptation services through the mobilisation of civil society organisations (CSOs) to lead local-level action (CEPF-like granting mechanism).
2. Aligned and leveraged financing is available for climate-resilient wetlands-based businesses and producer organisations. This will be delivered through technical and financial assistance to support farmer and fisher producer organisations and by working with established companies to develop new value chains that improve wetlands conservation at scale.
3. Wetlands-based adaptation is mainstreamed into regional and national policies and sectoral planning, improving coordination among stakeholders at local, national, and regional levels.

The project design is informed by the GCF sector guides, particularly on [ecosystems and ecosystem services](#), and addresses key drivers of the ecosystem-based management of terrestrial and freshwater ecosystems sector. The project contributes to the following drivers: (1) transformational planning & programming; (2) mobilising finance at scale; and (3) coalitions & knowledge to scale up success.

The project, as presented in the concept note represents a cost-effective solution for the GCF with an estimated adaptation cost of only \$134/person. The mitigation cost to the GCF is estimated to be \$0.38/tCO_{2e} avoided.²

2 - Scope of the Consultancy

2.1 Consultancy phases

The consultancy consists of two phases as presented below:

Phase 1 – Development of the Full Proposal (Lot 1 and Lot 2)

The aim is to lead the development of the required technical studies and annexes, which includes:

- Incorporating data from technical studies to prepare key annexes in the GCF funding proposal template, namely:
 - a. Annex 2 – Feasibility Study (Lot 1 and Lot 2)
 - b. Annex 3 – Economic and Financial Analysis (Lot 2)
- Coordinating partner experts (sub-contracted by Lot 1 consultant) who are preparing the detailed technical studies and selected annexes, to identify and address information gaps and ensure that the technical annexes comply with GCF requirements (Lot 1)
- Undertaking the feasibility and market study, as well as economic study as annexes to the proposal (Lot 2)
- Undertaking the relevant ESIA studies for project development (Lot 2)
- Preparing the full funding proposal and annexes based on the most recent version of the [GCF funding proposal template](#) (Lot 1 & 2) – see Table 2 and 3 for additional information.

Phase 2 - Post Proposal Submission (Lot 1 and 2)

After receipt of comments on the funding proposal package by the GCF Secretariat, GCF Board and iTAP, IUCN and the consultants will coordinate multi-stakeholder consultations as needed. The consultants will then lead the development of responses to the comments, in the format requested by the GCF. The consultants will then revise the full proposal and annexes and support IUCN and its partners with the final submission and accompany the process until the presentation of the project before GCF board.

2.2 List of core deliverables expected from the consultancies

Table 1 below provides an overview of expected core deliverables (indicative) as well as the expected role of each consultant (lot 1 and 2) and the role of IUCN, CEPF and AFD. All deliverables must be developed in accordance with GCF procedures and policies (e.g., IRMF, sectorial guide, ESS policy, gender policy) and/or templates.

Table 1 - Deliverables for lots 1 & 2

	Deliverables	Duties/responsibilities			Indicative timeline after contract signing
		Consultant Lot 1	Consultant Lot 2	IUCN-CEPF-AFD	
Phase 1 – Development of the Full Proposal (Lot 1 and Lot 2)					
1	Inception report and a revised concept note based on GCF comments	Lead the preparation of the inception report and presentation to the consortium	Contribute to the preparation of the inception report with a focus on the financial and business components of the programme.	Provide guidance to the consultants and feedback on the proposed methodology.	1 month
2	Stakeholder consultation and field assessment strategy	Draft agenda and necessary presentations, contact stakeholders.	Contribute to the draft agenda and necessary presentations, contact stakeholders.	Provide input to plan/agenda. Advise on key stakeholders. Assist with contacting stakeholders if necessary	2 months
3	First trip report for Indo-Burma Region	Support the design of the consultation process, collate data from consultations and prepare reports	Support the design of the consultation process, collate data from consultations and prepare reports with a focus on the scoping and formulation of the finance and business components of the programme.	Lead initial consultations. Advise on key stakeholders and assist with organisation of consultation meetings.	2 months
4	Report on climate change vulnerability	Lead. Collect and summarise available data	N/A	Provide relevant data sources if available and advise on any useful contacts	3 months
5	Hydrology assessment	Lead. Collect and summarise available data and support new data collection and prepare reports	N/A	Provide relevant data sources if available and advise on any useful contacts	3 months
6	Final landscape selection	Support presentation of final list based on climate rationale and consultations	Contribute to the identification and selection of project sites based on the economic and	Lead consultation with NDAs for the validation of the final list of landscapes	3 months

			financial profiling of the potential project beneficiaries.		
7	Revised theory of change and Logical framework.	Work with IUCN, CEPF, AFD and stakeholders (during consultations) to structure a theory of change and logical framework for the Project. Compile and edit results of this process.	Work with the team leader, IUCN, CEPF, AFD and stakeholders (during consultations) to structure a theory of change and logical framework for the Project. Compile and edit results of this process.	Provide input/feedback to draft versions of theory of change and logical framework	4 months
8	Report on expected mitigation/adaptation impact, and ecosystems/services/biodiversity co-benefits based on the final list of sites.	Lead. Collect and summarise available data	Contribute to the measurement of the co-benefits from an economic, social and financial angle.	Provide relevant data sources if available and advise on any useful contacts	4 months
9	Develop feasibility study document.	Lead. Prepare feasibility study	Contribute to the feasibility study on the economic, social and financial aspects.	Facilitate access to any relevant data, studies and/or reports	5 months
10	Develop first draft of full proposal	Lead and prepare this deliverable	Support the team leader as needed.	Provide comments	5 months
11	Second trip report for Indo-Burma Region. Follow-up stakeholder consultations	Present key points of draft proposal to stakeholders. Collect feedback and any missing information. Summarise feedback in trip reports	Participate in the trip, hold consultations and contribute to the presentation of the draft proposal under the coordination of the team leader and consortium representatives.	Lead follow-up consultations (either CEPF staff and/or Regional Implementation Team). Advise on key stakeholders and assist with organisation of consultation meetings.	6 months
12	Economic and Financial analysis (EFA).	Review and validate financial models developed by expert consultant (Lot 2) to support planned activities	Prepare the financial model and economic analysis in consultation with stakeholders and present results to the consortium. Draft the required GCF annexes in relation with the EFA.	Provide relevant data or studies if available	7 months
13	Stakeholder consultation report and Stakeholder engagement plan.	Lead the design and development of the deliverable	Contribute to the design and development of the deliverable from an economic and financial perspective include business involvement.	Provide relevant information if available and provide comments	7 months

14	Environmental and Social Management Framework (ESMF).	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.	Provide relevant documents on existing IUCN environmental and social management processes and provide direct technical support to the consultant	7 months
15	Indigenous Peoples Plan (IPP).	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.	Provide relevant information if available and provide comments and provide direct technical support to the consultant	7 months
16	Gender Assessment and Gender Mainstreaming Action Plan	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.	Provide relevant information if available and provide comments and provide direct technical support to the consultant	7 months
17	Budget detailing GCF contribution and co-funding	Provide guidance, inputs and comments	Contribute as needed.	Lead and execute this deliverable	7 months
18	Full Proposal and Annexes ¹for submission to GCF.	Draft and assess the full proposal using the GCF Appraisal tools (Appraisal Guidance),	Contribute as needed.	Provide comments; work with AFD on official submission to GCF	8 months
Phase 2- Address AFD, GCF and ITAP comments and provide revised version of the Full proposal					
19	Gap analysis and written responses to questions/comments from AFD, the GCF and ITAP on the Funding Proposal submitted by AFD to the GCF, in the format requested by the GCF (secretariat, committees, and experts);	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.	Provide relevant information if available and provide direct technical support to the consultant	10 months

¹ See list of mandatory GCF Annexes in table 3.

20	Synthetic reports of teleconferences or videoconferences organized between IUCN, CEPF, AFD, the GCF on the Funding Proposal submitted by AFD to the GCF;	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.		10 months
21	Revised Full Proposal and Annexes for submission to GCF	Lead and execute this deliverable in close cooperation with IUCN and CEPF	Contribute as needed.	Provide comments; work with AFD on submission to GCF	12 months

2.2 Overview of the Funding Proposal structure, Annexes and IUCN comments

Table 2 provides a quick analysis of some of the gaps for each section of the Full Proposal template.

Table 3 provides an overview of mandatory GCF annexes, including the roles and responsibilities of the consultants vis-a-vis IUCN.

Table 2 – Overview of the Funding Proposal structure and IUCN comments

Funding proposal sections (see GCF funding proposal template for specific GCF requirements)	IUCN observation/notes
<u>A.1. – A.21</u>	Information available from Concept Note; will need to update it based on GCF comments for the full proposal stage
Project Information	
<u>B.1. Climate context</u>	Most of the detail exists in the concept note but will need more detail in the full proposal. Additional information on specific climate context for sites will need to be provided.
<u>B.2. Theory of Change</u>	Theory of Change (ToC) already available in Concept note but need to be revised and updated based on comments received from GCF.
<u>Outcome mapping</u>	The EFA models to be used to inform this section
<u>B.3. Project/programme description</u>	Project design down to activity level available. There is need for consideration of alternatives / justification for these specific activities. Specifics of beneficiary selection criteria, project locations, specifics of ecosystem-based adaptation interventions.
<u>B.4. Implementation arrangements</u>	Framework already exists, to be discussed and validated by governments and partners
<u>B.5. Justification for GCF funding request</u>	Concept Note addresses this only in general terms - more details needed, especially from the EFA (Annex 3)
<u>B.6. Exit strategy and sustainability</u>	Need more details and analysis
Financing information	

<u>C.1. Total financing</u>	A first draft is included in the Concept note, to be revised/validated
<u>C.2. Financing by component</u>	A first draft is included in the Concept note, to be revised/validated
<u>C.3.Capacity building and technology development/transfer</u>	To be developed
Expected Performance against investment criteria	See concept note
Logical framework	To be developed
<u>E.1. Paradigm shift objectives</u>	
<u>E.2. Core indicator targets</u>	
<u>E.3. Fund-level impacts</u>	
<u>E.4. Fund-level outcomes</u>	
<u>E.5. Project/programme performance indicators</u>	
<u>E.6. Activities</u>	
<u>E.7. Monitoring, reporting and evaluation arrangements</u>	
Risk Assessment and management	
<u>F.1. Risk factors and mitigation measures</u>	To be developed
GCF Policies and standards	To be developed
<u>G.1. Environmental and social risk assessment</u>	
<u>G.1. Environmental and social risk assessment</u>	
<u>G.3. Financial management and procurement</u>	
<u>G.4. Disclosure of funding proposal</u>	

Table 3 – Mandatory GCF Annexes with and IUCN remarks

Annex	Roles and responsibilities
Annex 1 NDA no-objection letter(s)	AFD and IUCN will lead
Annex 2 Feasibility study (and market study, if applicable)	Consultants will undertake feasibility studies, including those for all the value chains to be supported under the proposal (Lot 1 & Lot 2)
Annex 3 Economic and Financial analysis (spreadsheet and narrative summary)	Consultant to undertake the Economic and Financial analysis (EFA) (Lot 2)
Annex 4 Detailed budget plan and explanatory notes	IUCN to provide information, consultant to consolidate (Lot 1)
Annex 5 Implementation timetable including key project milestones	Consultant to provide (Lot 1)
Annex 6 Environment and Social Management System	Consultant to undertake in partnership with IUCN

Annex 7 Summary of consultations and stakeholder engagement plan	IUCN to lead stakeholder engagement processes, consultants to consolidate information into full proposal
Annex 8 Gender assessment and project/programme-level action plan	Consultant to undertake a gender assessment and development of an action plan. Consultant to consolidate information into proposal (Lot 1)
Annex 9 Legal due diligence	IUCN to undertake this process
Annex 10 Procurement plan	This will be done once Annex 4 is complete
Annex 11 Monitoring and evaluation plan	GCF will require significant elaboration here
Annex 12 AE fee request	GCF will require significant elaboration here
Annex 13 Co-financing commitment letter, if applicable	It is recommended to get an early start on this annex but wait until the last minute to sign in case the budget changes
Annex 14 Term sheet including a detailed disbursement schedule and, if applicable, repayment schedule	GCF will prepare this at the last minute, integrating much of the Full Proposal and Feasibility study content
Annex 15 Evidence of internal approval from the AE	IUCN will prepare
Annex 16 Map indicating the location of the proposed interventions	Verify maps with project stakeholders and IUCN consortium
Annex 17 Multi-country project / programme information template	IUCN will prepare
Annex 19 Procedures for controlling procurement by third parties or executing entities undertaking projects financed by the entity	IUCN will prepare
Annex 20 First level AML/CFT (KYC) assessment	IUCN will prepare
Annex 21 Operations manual (Operations and maintenance)	IUCN will prepare this
Annex 22 GHG emissions calculations (spreadsheet and narrative summary)	Consultant will prepare, IUCN and consortium to approve the methodology (Lot 1)

3 – Terms of reference Lot 1 -Team leader

3.1 Lot 1 - Scope of work, deliverables, duties and responsibilities

The consultant will work under the direction IUCN Asia Regional Office and in consultation with AFD, CEPF. IUCN country offices will facilitate communication and consultations with the GCF National Designated Authorities of Bangladesh, Cambodia, Lao PDR, Thailand and Viet Nam. The consultant will be directly responsible for the overall design and development of the Funding Proposal and annexes, following the template and guidance from GCF (<https://www.greenclimate.fund/document/funding-proposal-template>) and including framing the arguments for transformative change so that the project addresses major barriers to achieve lasting impacts. The consultant will be responsible for the preparation of a Funding Proposal based on analytical work, studies, national strategies and stakeholder consultations, including inputs and deliverables from other experts hired for the mission. The Funding Proposal will need to be accessible to a broad readership and consistent with GCF requirements. The consultant will support the integration of comments from GCF and partners and accompany the process until the presentation of the project before GCF board.

Table 1 to 3 present an overview of the expected deliverables and of the specific role of the consultant for Lot 1.

3.2 Lot 1 - Consultant qualifications

The table below summarizes the key expertise needed for this assignment with minimum levels of academic qualifications and work experience. IUCN recognises that preparing the Funding Proposal will require a large array of qualification and skills from the consultant. Some qualifications could be provided by sub-consultants or specific technical inputs as required by the team leader. All experts must have an excellent command of spoken and written English.

Position	Minimum Qualifications & Skills	General & Specific preferred experience
Team Leader (TL): GCF - Climate / Ecosystem-based Adaptation Expert	Environment/Ecosystem-based Adaptation/ Climate change/ /institutional	<ul style="list-style-type: none"> • Senior profile with a minimum of 5 years of experience in Ecosystem-based Adaptation project management or development, • Minimum of 15 years of working experience specifically in environment, climate and disaster risk reduction projects • Shall have been involved in one or several GCF project preparation, among which, preferably, one has been already approved • Demonstrated experience in multi-stakeholders, multi-country and regional projects; • Experience in the target countries is a plus; • Demonstrated experience in climate change impact assessment and vulnerability evaluation; • Demonstrated experience on wetlands hydrology is a plus; • Demonstrated experience in environmental, social and gender impact assessment is a plus; • Demonstrated experience in environmental, social and gender impact assessment is a plus; • Demonstrated experience with public authority in climate change institutional framework assessment and development and risk management policies is a plus; • Shall be fluent English and with excellent writing skills in English • Shall have excellent managerial and management skills and timeline respect,

3.3 Lot 1 Period of Consultancy

The consultancy is expected to start on 15 June 2023. The submission of the feasibility studies and the Funding Proposal documentation to IUCN is expected to be completed by 31 January 2024. The consultant should remain available to address comments as indicated in Table 1.

3.4 Lot 1 Schedule of Payments

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

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

Contract signature	20%
Completion of first draft of Feasibility Studies and technical approval by IUCN	20%
Completion of Funding Proposal and initial technical approval by IUCN	40%
Gap analysis and completion of revised Funding Proposal and satisfactory response to AFD/GCF Sec/ITAP comments	20%

3.5 Lot 1 Travel

The contract will require the Consultant team to travel to the Indo-Burma region and specific countries as agreed with IUCN. Bidders should budget to visit each of the five target countries twice, and for each visit to be 5 working days in duration, with meetings in the capital city and selected wetland landscapes.

Consultations in each country should include national governments and representative local governments and communities. A full consultation strategy will be finalized at inception. The costs of travel should be included in the consultancy proposal.

4 – Terms of reference Lot 2 – NBS Business development and Economic and Financial Analysis (EFA) specialist

4.1 Lot 2 - Scope of work, deliverables, duties and responsibilities

The consultant will work under the direction of IUCN Asia Regional Office, the coordination of the Team leader and in consultation with AFD, CEPF. IUCN country office will coordinate and facilitate communication with the GCF National Designated Authorities of Bangladesh, Cambodia, Lao PDR, Thailand and Viet Nam. The consultant will be directly responsible for the overall design and development of the economic and financial outcomes, outputs, activities and related budget in the full proposal and the Economic and Financial Analysis (EFA) for the project, with particular focus on transforming investment and benefit sharing to ensure sustainable low carbon and climate resilient wetlands and livelihoods using modeling.

The EFA analysis should provide solutions that help overcome the barriers to low-carbon and climate resilient management of wetlands by mobilizing public and private financial mechanisms and aligning incentives for sustainability. *The project will seek to establish commercially viable and environmentally sustainable wetland-based businesses in the target wetland landscapes.*

Table 1 to 3 present an overview of the expected deliverables and of the specific role of the consultant for Lot 1.

4.2 Lot 2 - Consultant qualifications

The table below summarizes the key expertise needed for this assignment with minimum levels of academic qualifications and work experience. All experts must have an excellent command of spoken and written English.

Position	Minimum Qualifications & Skills	General & Specific experience
Economic and Financial Analysis (EFA) specialist	Economics, business administration or Finance	<ul style="list-style-type: none"> • Senior profile with a minimum of 15 years of working experience in financial and economic analysis and financial instruments development in developing countries for GCF, GEF and multilateral donor programmes in the field of nature and climate change, • Shall have been involved in cost –benefit studies dealing with macro-economic modelling of green investments, ecosystem-based adaptation hydro meteorological projects, flooding, coastal and dams infrastructures • Experience with developing investment mechanisms for ecosystem-based mitigation/adaptation, ideally with a focus on SMEs/communities as recipients • Experience with GCF and conducting EFA modelling and Cost-benefit analysis for NBS projects.

4.3 Lot 2 Period of Consultancy

The consultancy is expected to start on 15th June 2023. The submission of the feasibility studies and the Funding Proposal documentation to IUCN is expected to be completed by 31st January 2024. The consultant should remain available to address comments as indicated in Table 1.

4.4 Lot 2 Schedule of Payments

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

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

Contract signature	20%
Completion of Feasibility studies as per TORs	20%

Completion of first draft of EFA methodology and technical approval by IUCN	10%
Completion of EFA and initial technical approval by IUCN	20%
Completion of revised EFA and satisfactory response to AFD/GCF Sec/ITAP comments	20%

4.5 Lot 2 Travel

The contract will require the Consultant team to travel to the Indo-Burma Region and specific countries as agreed with IUCN. Bidders should budget to visit each of the five target countries twice, and for each visit to be 5 working days in duration, with meetings in the capital city and selected wetland landscapes. Consultations in each country should include national governments and representative local governments and communities. A full consultation strategy will be finalized at inception. The costs of travel should be included in the consultancy proposal.

Attachment 2 GCF concept note Freshwater wetlands-based adaptation in the Indo-Burma Region

The Concept note, as approved by GCF CIC2 in March 2023 can be found [HERE](#)



Attachment 4 *Contract Template*

Attachment 4 a)

TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH AN INDIVIDUAL (“SELF-EMPLOYED”)

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

1. READ ALL PROVISIONS;
2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
3. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
5. SHARE WITH OLA and FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

CONTRACT REFERENCE NUMBER
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”)

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. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

1.3 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

4.1 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.

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

4.3 In the case of illness, accident or a case of Force Majeure as described under clause 16.3 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 presentation of the corresponding invoice; and

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

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

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

6. TRAVEL EXPENSES

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

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

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) 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 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 may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

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

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

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

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

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

11. LIABILITY AND INDEMNITY

11.1 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

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

IUCN Contact Person

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

Consultant Contact Details

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

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

13. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at

https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

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

15. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

- i.has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii.defaults in carrying out any of its obligations under this Agreement;
- iii.has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

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

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

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

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

16.4 Effects of Termination

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

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

17.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]



Attachment 4 b)

TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

6. READ ALL PROVISIONS;
7. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
8. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
9. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
10. SHARE WITH OLA and/or FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY).

**CONTRACT REFERENCE NUMBER
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

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

IUCN and the Consultant shall be referred to herein individually as a “Party” and together as the “Parties”.

PREAMBLE

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

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

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

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

Now therefore the Parties agree as follows:

1 SERVICES

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

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

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

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

2 TERM

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

3 INDEPENDENT STATUS

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

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

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

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

4 OBLIGATIONS

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

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

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

5 REMUNERATION

5.7 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:

5.7.1 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;

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

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

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

5.9 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.

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

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

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

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

6 TRAVEL EXPENSES

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

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

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

7 CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8 CONFIDENTIALITY

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

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

8.7 The Consultant shall:

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

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

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

9 PROPERTY OF RESULTS

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

10 INTELLECTUAL PROPERTY

10.5 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.

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

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

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

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

11 LIABILITY AND INDEMNITY

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

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

12 COMMUNICATION AND NOTICES

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

IUCN Contact Person

[name]

[title]

[name of IUCN Programme/Office]

[address]

[phone]

[email]

Consultant Contact Person

[name]

[title]

[address]

[phone]

[email]

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

13 ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

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

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

15 PROCESSING OF PERSONAL DATA

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

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

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this

Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

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

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

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

16. TERMINATION

16.1 Termination for cause

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

- iv. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- v. defaults in carrying out any of its obligations under this Agreement;
- vi. 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");
- vii. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- viii. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

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

16.2 Termination for lack of Donor funds

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

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16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall

promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

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Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]