Request for Proposals (RfP) Evaluation Consultancy Services for project Restoring Ecosystems to Reduce Drought Risk and Increase Resilience"

European Regional Office, Bonn, Restoring Ecosystems to Reduce Drought Risk and Increase Resilience, Forest and Grassland RfP Reference: IUCN-24-05-P03473-1

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. A detailed description of the services and/or goods to be provided can be found in Attachment, Terms of Reference.

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: Chris Magero, Senior Programme Officer, chris.magero@iucn.org

3. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY		
13 May 2024	Publication of the Request for Proposals		
27 May 2024	Deadline for submission of questions		
27 May 2024 (10am CET)	Deadline for submission of Proposals to IUCN ("Submission Deadline")		
28 May 2024	Clarification of Proposals		
31 May 2024	Planned date for contract award		
31 May 2024	Expected contract start date		

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

4. COMPLETING AND SUBMITTING A PROPOSAL

- 4.1. Your Proposal must consist of the following four separate documents:
 - Signed Declaration of Undertaking (see Attachment 2)
 - Pre-Qualification Information (see Section 4.3 below)
 - Technical Proposal (see Section 4.4 below)
 - Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

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

<u>IMPORTANT:</u> Submitted documents <u>must be password-protected</u> so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. <u>After</u> the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. Pre-Qualification Criteria

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

	Pre-Qualification Criteria		
1	3 relevant references of clients similar to IUCN / similar work		
2	Confirm that you have all the necessary legal registrations to perform the work		
3	State your annual turnover for each of the past 3 years		
4	How many employees does your organisation have who are qualified for this work?		

4.4. Technical Proposal

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

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

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

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

	Description	Information to provide	Relative weight
1 Compliance with Requirements		Completed technical proposal. Completed financial proposal	(20%)
2	Technical Approach	Topical experience Understanding of the evaluation objectives Methodology	(40%)

		Approach to fulfilling the objectives	
3	Experience and Qualifications	Relevant years of experience of evaluation team Number of recent similar evaluations (include recent evaluation reports if any)	(40%)
TC	DTAL		100%

4.5. Financial Proposal

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

4.5.2. Prices include all costs

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

4.5.3. Applicable Goods and Services Taxes

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

4.5.4. Currency of proposed rates and prices

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

- 4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered in the evaluation.
- 4.7. Your Proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.
- 4.8. Withdrawals and Changes

You may freely withdraw or change your Proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, 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.

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 evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate Proposals. The contract will be awarded to the bidder whose Proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring Proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of Proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

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

- 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
- 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
- 7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
 - Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using subcontractors, 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 then 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 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

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

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

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

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

12. ATTACHMENTS

Attachment 1 Specification of Requirements / Terms of Reference

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

Attachment 3 Contract Template

Evaluation Terms of Reference (ToR) template

Evaluation cover sheet					
Evaluand title:	Restoring Ecosystems to Reduce Dro	Restoring Ecosystems to Reduce Drought Risk and Increase Resilience			
Date started: Estimated start/end date of evaluation:	Evaluation start date: 31 May 2024 Evaluation dates: 31 May – 30 Jul 2024				
Evaluation ToR prepared by ¹ :	Evaluation manager (this person will also run the Request for Proposals) ²				
Chris Magero	Chris Magero	Forest and Grassland			

Terms of reference for the independent final evaluation of IUCN project: Restoring Ecosystems to Reduce Drought Risk and Increase Resilience

Evaluation Terms of Reference

10 May 2024

1. Evaluation context

The purpose of this evaluation is to assess the effectiveness, efficiency, relevance, sustainability, and impact of the above-mentioned project. This evaluation will help stakeholders understand whether the project achieved its objectives, identify areas for improvement, learn from successes and failures, make informed decisions, and better allocate resources for future projects. This evaluation will also promote accountability, transparency, and learning within organizations and communities.

The project, "Restoring ecosystems to reduce drought risk and increase resilience" is implemented by the International Union for Conservation of Nature (IUCN) and funded by the Austrian Development Agency. The project is being implemented in Burkina Faso, Georgia and Kenya. The project aims to enhance drought management at national and subnational levels by integrating Nature-based Solutions (NbS). The project started on 01.06.2020 and will end on 31.05.2024.

Kenya is a drought-prone country due to its unique eco-climatic conditions. Drought in Kenya is primarily caused by inadequate precipitation, which significantly affects various aspects of the the economy, environment, and society. The impacts include food and water insecurity, livestock deaths, economic losses, and increased malnutrition among others. Climate change is exacerbated drought, leading to more frequent and severe droughts leaving millions of people without access to clean water. In Kenya the National Drought Management Authority (NDMA) oversees drought risk management, aiming to end emergencies by 2022. This commitment is reflected in the strategic plans such as the 2018-2022 plan and the Common Programme Framework for Ending Drought Emergencies (EDE) Initiative. The NDMA collaborates with stakeholders to establish mechanisms to combat drought. Actions outlined in the Drought Risk Management and Ending Drought

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¹ Contact the IPME Unit or your MEL Coordinator or Officer for assistance in writing the Evaluation ToR, including past examples that can be used as more detailed templates.

² See the IUCN Procurement Policy to ensure the correct process is followed in selecting the evaluation consultant.

Emergencies Medium Term Plan (MTP) for 2013-17, part of Kenya Vision 2030, guide efforts towards achieving drought resilience and ending emergencies.

Burkina Faso faces recurring droughts exacerbated by climate change and environmental degradation. Erratic rainfall patterns and land degradation contribute to the country's vulnerability, leading to food insecurity, water scarcity, and livestock losses. Droughts have severe socio-economic impacts, including displacement of communities and heightened poverty levels. The government, along with international organizations, implements measures to mitigate the effects of drought, such as early warning systems, droughtresistant agricultural practices, and water management initiatives. Despite efforts, challenges persist, necessitating continued adaptation and resilience-building strategies to address the recurrent droughts and their far-reaching consequences on Burkina Faso's population and economy. Burkina Faso's policy framework includes the Environmental and Social Policy Framework, emphasizing on building social and environmental safeguards. The country aligns with the Sendai Framework and law 012-2014/AN for disaster prevention and management, involving various stakeholders. However, there's a lack of local development plans for droughts. CONASUR coordinates disaster response, operating through multi-risk preparation and response plans at national, provincial, and local levels, overseen by Emergency Relief and Rehabilitation Committees.

In Georgia, droughts pose significant challenges, aggravated by climate change and water management issues. Erratic rainfall patterns and rising temperatures exacerbate water scarcity, impacting agriculture, hydroelectric power generation, and urban water supply. Droughts lead to crop failures, livestock losses, and economic strain, particularly in rural areas. Government initiatives focus on improving water infrastructure, implementing drought-resistant agricultural practices, and raising awareness about water conservation. Collaborative efforts between government, communities, and international organizations aim to address the persistent drought risks and enhance resilience.

This project supported national governments to better understand drought emergency cycle and its management phases with the view to adopt appropriate nature-based solutions that would support communities to prepare, respond, recover from, and build drought resilience. Nature-based solutions include measures to safeguard water in ecosystems by improving land health, reduce vulnerability to droughts. The project goal is to strengthen national and sub-national drought management planning by integrating ecological restoration actions to reduce drought hazard and exposure (Nature Based Solutions to drought).

The result areas include:

Result 1: Dialogue on drought in national and international fora is influenced by new analyses of the relationship between drought and land health.

Result 2: Increased capacity among public sector actors to use policy analysis and good practice guidelines for integrating NbS-Drought in existing drought strategies.

Result 3: National and sub-national drought management plans incorporate Nature-based Solutions, including SLM practices that reduce the frequency and severity of drought.

The COVID-19 pandemic posed significant health and safety risks to project personnel and communities in Burkina Faso, requiring strict adherence to health protocols and adaptations to project activities. Concurrently, ongoing conflicts in the region heightened security concerns, impacting logistical operations, and necessitating robust risk management strategies to ensure the safety and continuity of the project. Despite these challenges, the project team demonstrated resilience and adaptability, implementing innovative approaches to mitigate risks, engage stakeholders effectively, and achieve meaningful progress towards project goals in a dynamic and challenging environment.

The full proposal documents can be found below, Annex 1(Full proposal Document).

2. Rationale and Purpose

This is a summative evaluation that will focus on assessing the overall outcomes, impact, achievements, and lessons learned from the project. The evaluation will examine whether the project achieved its intended objectives, its overall effectiveness, sustainability, relevance, and its potential for replication or scaling up.

3. Audience, key stakeholders, and use

Learning is integral to the evaluation, emphasizing ongoing learning throughout the process and in the communication of findings and lessons. Clear and concise writing is mandated for all evaluation deliverables to facilitate understanding. The primary stakeholders include the project government institutions in Burkina Faso (CONASUR), Georgia (MEPA) and Kenya (NDMA). The evaluation report will be shared within the IUCN union including IUCN relevant IUCN programmes, commissions, and members, who will receive a summary of the evaluation findings, conclusions, and recommendations, along with the final evaluation report from IUCN. For wider audiences, the report will be made available through the IUCN website.

4. Objectives and evaluation questions

IUCN applies the following evaluation criteria: relevance, coherence, effectiveness, efficiency, impact, sustainability, Gender, indigenous peoples and youth, Science/policy/action interface, Environmental and Social Management System (ESMS). The evaluation criteria will be based on the OECD/DAC criteria of relevance, effectiveness, efficiency, impact and sustainability. The provisional focus areas are outlined below: -

Relevance:

The evaluation will assess, in line with the OECD/DAC definition of relevance, 'the extent to which the activity is suited to the priorities and policies of the target group, recipient and donor'. The evaluation will include an assessment of the project's relevance in relation to the relevant Global priorities including the SDGs, GBF, climate change and the Sendai framework as appropriate. It will consider the project's alignment with the policies and strategies of IUCN and ADA. Furthermore, the evaluation will assess the extent to which the project is suited, and whether it is responding to, the stated concerns and needs of the countries or regions where it is being implemented in line with the project objectives and goals. It will also look at the quality of the project design: how well are the programmed outputs and outcomes consistent with the attainment of the project objectives.

An assessment will be made of the complementarity of the project with other interventions, i.e. how well the project, either at design stage or during the project mobilization, took account of ongoing or planned initiatives that address similar needs of the same target groups. The evaluation may also note the project's external operating context (considering the prevalence of conflict, natural disasters and political upheaval) in assessing its relevance.

The key questions include: -

- To what extent does the project align with the priorities and policies of the countries?
- To what extent does the project respond to relevant global priorities including the SDGs, GBF, climate change, and the Sendai Framework, and to the stated concerns and needs of the countries or regions where it is being implemented?

Effectiveness:

The evaluation will assess the project's success in producing the programmed *outputs* and achieving milestones as per the project document. Any formal modifications/revisions made

during project implementation will be considered part of the project design. The delivery of outputs will be assessed in terms of both quantity and quality, and the assessment will consider their ownership by, and usefulness to, intended beneficiaries and the timeliness of their delivery. The evaluation will briefly explain the reasons behind the success or shortcomings of the project in delivering its programmed outputs and meeting expected quality standards.

For facilitating the measurement of the achievement of direct *outcomes*, the inception phase of the evaluation will include a (re)construction of the project theory of change, building on the project document and other available information. If some project outputs or outcomes are inaccurately stated in the project document, their amendments will be included in the reconstructed theory of change. The evaluation should also develop anecdotal evidence of linking the project intervention and the direct outcomes.

The evaluation will report on the major factors influencing the achievement or non-achievement of the programmed outputs and outcomes.

The key questions include: -

- To what extent were the project activities, outputs and outcomes achieved?
- How well did the project achieve the results in comparison to the theory of change?

Efficiency:

In keeping with the OECD/DAC definition of efficiency, the evaluation will assess the extent to which the project delivered results from the given resources. Timeliness refers to whether planned activities were delivered according to expected timeframes as well as whether events were sequenced efficiently. The evaluation will describe any cost or time-saving measures put in place to maximise results within the secured budget and agreed project timeframe and consider whether the project was implemented in the most efficient way given the allocated time and resources.

The evaluation will give special attention to efforts by the project team to build upon synergies and complementarities with other initiatives, programmes and projects etc. to increase project efficiency.

The evaluation will assess monitoring and reporting including the timely tracking of results and progress, use of information generated by the monitoring system and fulfilment the (donor) reporting commitments.

The key questions include: -

- Were the project outputs delivered within the given timeframe and budget resources?
- To what extent did the project build upon existing national institutional synergies including existing projects and programmes?
- Did the project adhere to both financial and technical reporting in terms of quality and timelines?

Impact:

Based on the articulation of the overall objective of the project in the project document and the theory of change, the evaluation will assess the likelihood of the intended, positive impacts becoming a reality. Any unintended positive effects will also be identified, as well as the likelihood that the intervention would contribute to unintended negative effects. Anecdotal evidence can be used to build the narrative.

The evaluation will consider the extent to which the project has promoted the scaling up the adoption of Nature-based solutions for drought or its catalytic role in the launching of other initiatives.

The key questions include: -

- What is the likelihood of the project achieving its intended positive impacts, including scaling up the adoption of Nature-based solutions for drought?
- Are there other initiatives that benefited from the outputs and outcomes of this project?
- Are there any changes that were made based on the outputs of this project?

Sustainability:

Sustainability is understood as the probability of direct outcomes being maintained and developed after the close of the project. The evaluation will identify and assess the key conditions or factors that are likely to undermine or contribute to the persistence of achieved direct outcomes. Such factors may include: -

- the level of ownership, interest and commitment among government and other stakeholders.
- the extent to which project outcomes are dependent on future funding, and whether that funding can be made available; and
- the extent to which the governance structures and processes as well as policies in the participating countries are robust enough to continue delivering the benefits associated with the project outcomes after project closure.

Question includes: -

 How likely is it that the achieved project outcomes will be maintained and developed after the project closure, considering factors such as government and stakeholder ownership, interest, and commitment?

Gender

In addition to the above criteria, the evaluation will consider the quality and effectiveness of participatory approach throughout the project, with particular attention to the role of women in the implementation of the project. This will be aimed at providing a better understanding of the role of drought and drought responses in propagating of addressing gender inequalities within the project context of the three countries. This includes a focus on the role of inherent cultural practices and beliefs including FGM, land tenure, natural resources management among others the pressure exacerbated by these on the overall response to ecosystems and water resources during droughts.

This evaluation will refer to IUCNs work on gender and the Austrian Development Agency's on "Gender Equality", which straddles the topics of empowerment and gender equality, good governance and equitable budget allocation, and women, peace, and security. This study is also fundamental to the Austrian Development Agency's themes. The evaluation should also refer to the gender studies conducted in at national level in Georgia, Kenya and Burkina Faso and analyse their potential on influencing future project design, especially for drought management in the global context.

IUCN prioritizes gender equality in evaluations by adhering to its Monitoring and Evaluation Policy, ensuring gender-sensitive partnership, transparency, ethics, and impartiality. Men and women are equally consulted and engaged in evaluation design, data collection, and result utilization. Evaluation teams possess expertise in reviewing gender-responsive monitoring data and designing questions to test project gender responsiveness. Findings influence future project planning to enhance gender inclusivity. This commitment underscores IUCN's dedication to promoting gender equality through comprehensive and impactful evaluations.

The key evaluation questions include: -

 What lessons can be learned from gender studies conducted at the national level in Georgia, Kenya, and Burkina Faso to inform future project design for drought management globally?

- How effectively has the project incorporated a participatory approach, particularly
 focusing on the involvement and empowerment of women in project implementation
 across the three countries, and what impact has this had on addressing gender
 inequalities within the project context?
- To what extent have inherent cultural practices and beliefs, such as FGM, land tenure systems, and natural resource management, influenced the project's response to gender inequalities and the propagation of drought impacts, and how effectively has the project addressed these challenges?

5. Methods and sources

A. Methods, sources, and analysis

The evaluation process will maintain independence by structurally separating from project management and implementation functions, ensuring impartiality. Findings and judgments will rely on sound evidence and objective analysis, meticulously documented in the evaluation report. Information will be triangulated where possible, with single sources explicitly mentioned when verification is unattainable. Evaluative judgments arising from analysis will be clearly articulated.

The evaluation will use both quantitative and qualitative evaluation methods to determine project achievements against the expected outputs, outcomes, and objectives. The findings of the evaluation will be based on a desk review of relevant documentation, such as the project documents and monitoring reports, and progress reports from collaborating partners. It will also involve interviews, and field observations where appropriate.

Additionally, the evaluation will employ triangulation of information from multiple sources, including qualitative and quantitative data, stakeholder interviews, and gender studies conducted at the national level in Georgia, Kenya, and Burkina Faso, to ensure comprehensive and reliable findings are documented.

B. Stakeholders to be consulted.

The evaluation will also conduct interviews with project management and implementation teams as well as national representatives of participating countries. The evaluator will contact national and subnational participating stakeholder in-country namely, Burkina Faso, Georgia, and Kenya. The evaluator may also interview other stakeholders that are closely working on IUCN on NbS and drought including National Drought Management Authority (NDMA), CONASUR (Burkina Faso) and CENN.

6. Evaluation deliverables

The deliverables of this evaluation will include:

- Inception report: It will include an introduction outlining the project background, objectives, and scope. It covers the methodology and approach planned for the consultancy, including data collection methods and analysis techniques. The report also details the proposed work plan, timeline, key deliverables, and budget breakdown.
- 2. Evaluation Report: This document will summarize the evaluation process, findings, conclusions, and recommendations. It provides an overview of the evaluation objectives, methodology, data analysis, and key insights for stakeholders. The report will contain the following sections: executive summary, Introduction, Background and context analysis, Evaluation design and approach (methodology, data collection and analysis, limitations risk and mitigation measures), findings, conclusions,

- recommendations and annexes as highlighted in the ADA guideline for programme evaluation³.
- 3. A completed evaluation matrix template highlighting each evaluation question, indicators assessed, sources of verification and data collection methods¹.
- 4. ADA Result Framework Form⁴
- 5. Presentation: The consultant will provide a formal presentation or briefing to presenting the evaluation results, key findings, and recommendations in a clear and concise manner.
- 6. Data and Documentation: Raw data, analysis tools, and documentation used during the evaluation process, ensuring transparency, accountability, and the ability to replicate the evaluation if needed.
- 7. Feedback Mechanisms: Mechanisms for stakeholders to provide feedback on the evaluation process, findings, and recommendations, facilitating ongoing dialogue and continuous improvement.

7. Travel requirements.

The consultant will be required to travel to the project countries and therefore should be able to make provision for this. Travel will be reimbursed based on IUCN travel policy.

8. Schedule

Outputs and deliverables	Proposed schedule and deadlines	Roles and responsibilities
Kick-off call	31 May 2024	ADA, IUCN
Inception report submission	7 Jun 2024	IUCN, Consultant
Review and approval of Inception report	15 Jun 2024	ADA, IUCN
Data collection and analysis	15 – 30 Jun 2024	Consultant
Preliminary findings presentation	3 Jul 2024	Consultant, IUCN
Draft report	10 Jul 2024	IUCN
Draft report reviewed and approved	24 Jul 2024	ADA, IUCN
Final report	31 Jul 2024	IUCN

9. Roles and responsibilities

Summary of roles and responsibilities for evaluation

Person/ Units	Roles and responsibilities	
Council and senior	Oversight of the IUCN evaluation function management Use of evaluation results	

 $https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Evaluierungs_Leitfaeden/Guidelines_for_Programme_and_Project_Evaluations_ADA_2020.pdf$

https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Evaluierung_Templates/Annex9_Results_AssessmentForm_ Template.xlsx

Planning, Monitoring and Evaluation Unit (PM&E)	Management of global evaluations and evaluations of regional GEF projects. Including oversight of the process and quality control Evaluation within available resources.
Individual project and programme managers	Plan for evaluation, including assisting with TOR development programme managers Support evaluations Use evaluation results
External evaluators	Evaluation

10. Qualifications of the Evaluators

The evaluator will be recruited and managed by IUCN staff.

The candidate/s, organization or team must possess solid experience with proof in planning and conducting evaluations, demonstrating proficiency in both qualitative and quantitative methodologies, ensuring thoroughness and accuracy in assessing program effectiveness, impact, and implementation fidelity, in adherence to ethical standards and best practices in evaluation research and reporting. The principal evaluator should have participated as a team leader in and provided evidence of role in at least 3 similar programme evaluations.

In addition, the evaluators should meet the following requirements:

- Advanced academic degree (Master's or higher) in a field relevant to this assignment.
- Professional expertise as an evaluation team leader or similar in evaluating development cooperation projects, including in the Global context.
- Knowledge of international cooperation concerning topics relevant to this assignment, such as Nature-based solutions, drought mitigation and resilience-building.
- Experience in international cooperation concerning the SDGs.
- Excellent written and verbal communication skills; experience in producing high quality written reports.
- Able to travel to the project countries.
- Fluency in English and French is necessary. Georgian would be an added advantage.
- Available to complete the evaluation within the time frame.

11. Cost

The maximum allocation for the evaluation, including consultant fees, data collection and analysis, travel, reporting, is EUR 32,500 (Inclusive VAT).

Bids will be evaluated according to both technical and financial criteria.

Estimated Cost (EUR)	Inception	Data	Analysis	Reporting	
Days	3	5	5	5	
Professional fee (500/pp) 3persons	4500	7500	7500	7500	27000
Travel and subsistence		4500			4500
Miscellaneous					1000
Total					32500

12. Appendix

12.2 Full project proposal

12.3 Evaluation policy and guidelines

- ADA guidelines for project evaluation
 https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Evaluierungs_Leitfaeden/Guidelines_for_Programme_and_Project_Evaluations_ADA_2020.pd
- IUCN evaluation policy https://www.iucn.org/sites/default/files/2023-07/iucn_evaluation_policy_june-2023.pdf

Project Title: Restoring Ecosystems to Reduce Drought Risk and Increase Resilience

Country / Region: Global plus Burkina Faso, Kenya and Georgia

Planned project execution period: 01.11.2020 to 31.10.2022

Applicant:

Name: The International Union for Conservation of Nature - IUCN

Legal status, year of founding: International Organization, 1948

Address: P. O. Box 68200, 00200 Nairobi

Telephone number, e-mail: info.esaro@iucn.org +254 (020) 2493561/ 65

Person, authorized to sign (name and position): Dr. Bruno Oberle, Director General, IUCN

Person, in charge of the project: Claire Ogali

Local Project Partners:

Name: The International Institute for Applied Systems Analysis (IIASA)

Legal status, year of founding: Non-governmental research organization, 1972

Address: Address: Schlossplatz 1 - A-2361 Laxenburg, Austria

Telephone number, e-mail: Tel: (+43 2236) 807 0, info@iiasa.ac.at

Person, in charge of the project: Dr. Yoshihide Wada, Director

Name: National Drought Management Authority (NDMA), Kenya

Legal status, year of founding: Public institution, 2011

Address: P.O Box 53547, 00200, Nairobi, Kenya

Telephone number, e-mail: +254 020 2224324, +254-020-2227982, info@ndma.go.ke

Person, in charge of the project: James Oduor

Name: National Council for Emergency Relief and Rehabilitation (CONASUR), Burkina Faso

Legal status, year of founding: Public Institution, 1985

Address: 01BP:515 Ouagadougou 01 - Burkina Faso

Telephone number, e-mail: 00226 50 34 70 03, spconasur@gmail.com

Person, in charge of the project: Florent Bakouan

Name: The Caucasus Environmental NGO Network (CENN), Georgia

Legal status, year of founding: Non-entrepreneurial (Non-commercial)

Address: 27 Betlemi Street, Tbilisi, Georgia

Telephone number, e-mail: +995 32 275 19 03 / 04, info@cenn.org

Person, in charge of the project: Megi Gamtkitsulashvili

Financing (Euro)

Project budget (total)	Requested grant ADC	Contribution in cash by	Contribution(s) from third
		the applicant	parties (if any)
100%	90%	10%	0%
EUR 1,111,830	1,000,000	111,830	0

1. Summary

The frequency of drought is reported to be increasing worldwide, costing US\$35 billion per year, with 83% of these losses in the agriculture sector and disproportionately affecting the poorest people. This increase is widely attributed to climate change, yet evidence suggests land degradation is also a significant factor. Land degradation is the outcome of human management practices and can be addressed through restoration and sustainable land management, which are widely known and established. It follows that restoration actions could reduce the frequency and severity of drought incidence, which we refer to as drought mitigation. This is additional to the effect of restoration actions in reducing vulnerability to drought.

Misunderstanding of the anthropogenic drivers of drought leads to missed opportunities to mitigate drought through sustainable development and ecosystem restoration. Knowledge and capacity gaps in ecosystem management are compounded by institutional gaps and sectoral inconsistencies. Many countries lack national drought management plans, and where those plans do exist, they usually ignore the role of ecosystem degradation as a factor in drought, and therefore overlook restoration options for drought mitigation. Drought responses therefore tend to be reactive rather than proactive, and in the best case, they address steps within the drought cycle without considering options for breaking or reducing that cycle.

This project will enable governments to integrate ecosystem restoration actions into drought management in order to reduce the frequency and severity of drought and strengthen resilience (Nature Based Solutions to drought). Restoration actions will complement other stages in drought cycle management, associated with preparing, responding and recovering from drought. Drought planning will be better-informed of approaches that contribute to improved hydrological function, including increased infiltration and storage of water in rehabilitated land. These solutions will both improve availability of water within ecosystems, thereby mitigating "anthropogenic" drought, and will improve the resilience of rural communities to "natural" drought.

2. Background / context

2.1. Analysis of the relevant national and sectoral policies

Relevant global policies / frameworks

The project builds on IUCN's observer status at the United Nations and IUCN's collaboration with its State members to support implementation of the Rio Conventions. This project was initially developed in response to negotiations among Parties to the United Nations Convention to Combat Desertification: Decision 23/COP.14, "Policy advocacy on drought". The outcomes of the study will feed directly into further negotiations among Parties to strengthen policy guidance in relation to drought mitigation.

The project will be guided by, and inform dialogue under, the Sendai Framework for Disaster Risk Reduction, under the United Nations Office for Disaster Risk Reduction. Lessons will feed into IUCN's input to the United Nations Framework Convention on Climate Change with regard to Nature based Solutions and Ecosystem based Adaptation. The work will also feed into dialogue of the Integrated Drought Management Programme under the World Meteorological Organisation.

Relevant national policies

Kenya

In Kenya, the project is developed in line with the national and county policies of the country including the Constitution of the Republic of Kenya (2010), Kenya's vision 2030 and specifically the big 4 agenda, the 2018

to 2022 strategic plan of the National Drought Management Authority and the Common Programme Framework1 for Ending Drought Emergencies (EDE) Initiative. In Kenya, NDMA has the mandate to exercise overall coordination over all matters relating to drought risk management and to establish mechanisms, either on its own or with stakeholders that will end drought emergencies in Kenya. The Government of Kenya has made a commitment to end suffering caused by drought by 2022. The actions needed to achieve this are set out in the Drought Risk Management and Ending Drought Emergencies Medium Term Plan (MTP) for 2013-17, which is part of the Kenya Vision 2030 MTP2.

Burkina Faso

Relevant national policies framework in Burkina Faso include the Environmental and Social Policy Framework, the National Economic and Social Development Program (PNDES), the National Strategy for the management of the public drinking water service in rural areas, the Action Plan for the Integrated Management of Water Resources (PAGIRE)), the National Land Use Planning Policy, the National Sustainable Development Policy, the National Environmental Policy (PANE), the Decentralized Rural Development Policy Letter (LPDRD) and the Rural Development by 2015 (SDR). The implementation of these policies should be in line with the social and environmental safeguards policy in Burkina Faso. For this purpose, Burkina Faso has established the National Office of Environmental Assessments (BUNEE) whose mandate is to ensure that all interventions integrate environmental and social safeguards.

In addition to the above policy framework, Burkina Faso is Party to the Sendai Framework for Action 2015-2030. At the country level, the law 012-2014/AN (Burkina Faso, 2014) set up Guidance related to the prevention and management of risks, humanitarian crises and disasters. In the sense of this law, actors involved in the prevention and management of risks, humanitarian crises and disasters include the central Government, local Government and authorities, research institutions, humanitarian institutions, the private sector, organizations of the civil society, grassroots community organizations, local communities and technical and financial partners. Although the Article 44 of this law stipulated that actions to recover from disaster could include the development of local development plan intended to restore in the medium and long terms, the livelihood of the impacted population, such plans do not exist at the central and local levels. At the national level, CONASUR is the coordinating body responsible for disaster prevention, emergency relief management and rehabilitation. CONASUR operates base on the development and implementation of annual national multirisk preparation and response plan to disasters. It is decentralised into provincial, departmental, municipal and village Emergency Relief and Rehabilitation Committees.

Georgia

According to the Association Agreement between the EU and Georgia, among other commitments, Georgia took a responsibility to ensure sustainable utilization of water resources, reduce flood risks and drought. In line with the UNCCD and setting the LDN targets, Georgia has released five voluntary LDN targets. The proposed project is directly linked to the implementation of two of these targets: Target 1: Integrate LDN principles into national policies, strategies and planning documents; and Target 4: Degraded land will be rehabilitated. The UNCCD and the Global Mechanism have set up a Global Support Program (GSP) to help countries set national goals for achieving LDN. Georgia, along with other countries, has also joined the global program. Within the framework of the program, a national working group was set up in 2016 to assess the state of the land in relation to land resources and to develop national goals for achieving LDN. *Georgia's Second National Action Plan to Combat Desertification 2014-2022* also sets out national goals and outlines an action plan that Georgia will need to implement by 2022. The program addresses international priorities set by the 10-year strategy of UNCCD.

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 $^{^{1}\,\}underline{\text{https://www.ndma.go.ke/index.php/resource-center/send/43-ending-drought-emergencies/4251-common-programme-framework}$

Georgia's *National Disaster Risk Reduction (DRR) Strategy and Action Plan of Georgia, 2017-20* goal is "to prevent natural and man-made disaster risks identified in the "National Threat Assessment Document (2015-2018)", reduce their potential consequences, and ensure constant preparedness and coordination of response activities". The aforementioned document ensures the implementation of the goals of three global framework documents of the United Nations: Sendai Framework for Disaster Risk Reduction 2015-2030 (March, 2015), Sustainable Development Goals (September, 2015; SDGs) and United Nations Framework Convention on Climate Change (June, 1992; UNFCCC) in the Strategy. The Strategy also ensures the implementation of Georgia's obligations taken under the above documents and the EU-Georgia Association Agreement in the sphere of prevention, preparedness and effective response to natural disasters. Other relevant policy documents that the proposed project aligns with in Georgia include the National Document for the SDGs, the NDCs, the draft Climate Action Plan 2021-30 – CAP, the National Adaptation Plan (NAP) for Agriculture Sector and the Agriculture and Rural Development Strategy 2021-27

2.2. Characteristics of the intervention environment

The United Nations Sustainable Development Goals (SDGs) in particular goals 1, 6 and 15 emphasize the need to build the resilience of the poor and those in vulnerable situations and reduce their exposure and vulnerability to climate-related extreme events and other economic, social and environmental shocks and disasters; substantially increase water-use efficiency across all sectors and ensure sustainable withdrawals and supply of freshwater to address water scarcity and substantially reduce the number of people suffering from water scarcity; and By 2030, combat desertification, restore degraded land and soil, including land affected by desertification, drought and floods, and strive to achieve a land degradation-neutral world. This project will directly support the implementation of SDG goals 1, 6 and 15 through addressing the anthropogenic factors that cause drought and improving community resilience to the effects of drought. This will not only provide a proactive way in planning and managing drought but also offer communities safeguards for dealing with the effects of drought.

Kenya

In Kenya, dryland ecosystems that are more prone to drought make up 84% of the country's total land surface and support about 9.9 million Kenyans, or approximately 34% of the country's population. The communities that live within the dryland ecosystems are heavily dependent on natural resources for their daily livelihoods. In Kenya, the project is aligned with relevant national and county level policies and legal frameworks which include the constitution of Kenya, Kenya's vision 2030, the NDMA 2018 to 2022 strategic plan, and the Common Programme Framework for Ending Drought Emergencies (EDE) Initiative and the Kajiado County Integrated Development Plan (CIDP2). The project target area is Kajiado County which spans an area of 21,292.7 km2, with a recorded population of 1,117,8403 (557,098 male and 560,704 females). The county borders Nairobi and extends to the Tanzania border further south. The major occupants of the county are the Maasai community who are predominantly pastoralists. The main economic activities in the county are livestock keeping and tourism mainly due to wildlife and the Maasai culture.

Kajiado County is endowed with natural resources comprising of land, wildlife, forest and minerals. These resources in turn support social and economic development aspirations of the people in the county through agriculture, tourism, environmental conservation, mining and quarrying activities and human settlements. Land ownership in the county is predominantly on communal, or 'group' ranches. Increase in population growth rate in the county at 5.5 percent per annum has led to tremendous pressure on the natural resources particularly land where sub-division is now a common phenomenon. Encroachment of land in fragile areas such as water catchments, forests, wetlands and conservation areas has led to desertification in the county

² https://www.cog.go.ke/downloads/category/106-county-integrated-development-plans-2018-2022

³ https://www.kajiado.go.ke/

and breakdown of natural ecological cycles. High demand for the available land has led to human-wildlife conflict.

This project will partner with the IUCN GEF project "Strengthening forest management for improved biodiversity conservation and climate resilience in the southern rangelands of Kenya" which seeks to restore the southern dryland forest landscape for resilient environment and livelihood outcomes by strengthening the enabling environment for the sustainable management of drylands and scaling up investment in sustainable dryland management. While this ADA project will generate the knowledge and develop NbS guidelines on drought, the GEF project will use these lessons and guidelines to inform capacity building activities for communities and government officials on sustainable dryland management and inform the design of restoration actions. In Kenya, the project will also contribute to the Resilience for People and Landscapes Programme (REPLAP) project whose objective is to strengthen the resilience of communities to the impacts of increasingly severe and frequent climate disasters within well-managed and functioning river catchments and ecosystems, The REPLAP project is funded by the Austrian Development Agency and it will be implemented in two sub-catchment areas within Garissa and Tana River Counties.

Burkina Faso

In Burkina Faso, the total population as at 2017 was estimated at 19 million people. Burkina Faso faces low precipitation and high evapotranspiration, which has negative effects on both crop farming and livestock keeping. Drought is the leading natural disaster anywhere in Burkina Faso, followed by flood along the rivers and strong wind all over the country. It is estimated that 34% of the land, mostly agro pastoral areas, has deteriorated because of anthropogenic factors. Over-farming, fire clearing and land use change among others, increasing from 105,000 to 250,000 hectares annually, while 74% of arid and semi-arid areas are affected by desertification or land degradation.

In Burkina Faso, the Constitution recognise the rights to all to access to and use resources and services. The law land reform and rural land (Loi N° 034-2009/AN and Loi N° 034-2012/AN) further provided guidance on access and use of natural resources. This law determines the state and land regime applicable to rural land as well as the tenure security principles for all rural land stakeholders. Although the application of these laws is still in its early stages, conflicts are potential due to the low dissemination of such laws, which are still largely unknown to all land stakeholders in general, and rural land in particular. However, the law on rural land tried to take into consideration the socioeconomic and cultural framework in Burkina Faso while encouraging more access and/or ownership of women to land resources, either individually or collectively.

For the past ten years, Burkina Faso authorities have taken the initiative to make the issue of disaster risk reduction (DRR) a national priority, in particular through the establishment of an adequate institutional framework promoting the participation of communities and local authorities through decentralized structures. Institutionally, Burkina Faso has established a National Committee for Emergency Relief and Rehabilitation (CONASUR). This Committee has adopted approaches to emergencies, including drought, which remained more reactive than proactive, because of insufficient knowledge on drought and lack of capacity to develop and manage a comprehensive drought emergency plan (Burkina Faso, 2015).

CONASUR also acts as the secretariat of the National Platform for DRR. National ownership of the DRR theme in Burkina Faso is also reflected in the establishment of a legislative and strategic framework through Law 012/2014 relating to the prevention and management of risks, humanitarian crises and disasters. A National Strategy for the Prevention and Management of Risks, Humanitarian Crises and Disasters (2013-2017) aims to provide the country with relevant institutions and tools for the prevention and management of disasters and humanitarian crises. Thus, Burkina Faso has started equipping itself with a number of early warning and information systems on risks such as food security, health and the environment. With the support of the World Bank, the Government of Burkina Faso is setting up an integrated disaster risk information and monitoring system at the national and local level.

In Burkina Faso, the project will partner with an IUCN GEF project "Sustainable management of dryland landscapes" whose objective is to achieve large-scale restoration of dryland landscapes and sustainable livelihoods through the adoption of sustainable land management practices by rural communities. Just like in Kenya, while this ADA project will gather scientific knowledge and develop the NbS drought guidelines, the GEF project will use the lessons gathered and guidelines to inform capacity building activities for community members and government officials on sustainable dryland management and inform restoration actions in the GEF project. In Burkina Faso, this proposed project will also link with the project on Integrating Flood and Drought Management and Early Warning for Climate Change Adaptation in the Volta Basin which is being proposed by the World Meteorological Organization (WMO).

Georgia

According to Georgia's National Action Programme to Combat Desertification, frequent drought episodes are a national environmental management concern of special importance. The country experiences extended dry periods during spring and summer, when high temperatures and wind speeds lead to high levels of evaporation. Drought has caused a decline in agricultural production and has led to severe food crises over the past two decades. Many farmers in the country cultivate small parcels of land and for many of these farmers the irrigation infrastructure on which they rely has fallen into disrepair. Agriculture contributes 9% of Georgia's GDP and supports a significant percentage of the population, particularly in the Municipalities of Kazbegi, Gurjaani and Dmanisi. These Municipalities are the target of a GEF project to achieve "Land Degradation Neutrality Targets through Restoration and Sustainable Management of Degraded Pasturelands". The NbS Drought project will complement this GEF investment, which is currently in the development phase.

Desertification / land degradation is not only an ecological issue in Georgia, but also a social and economic issue. The key causes of land degradation are overgrazing, reduction of forest areas, unsustainable agricultural practices and irrational assimilation of land for urban growth. The geodynamic process renders land more vulnerable to land degradation⁴.

The majority of the rural population in Georgia live below the poverty line. While there is no formally adopted standardized multiple-level land-use classification scheme (addressing both land use and land cover) in Georgia, the territory of around 1.7 million ha – representing 25% of Georgia's total land and over 50% of the total agricultural lands – is classified as permanent pastureland. Based on some expert estimations, 75% of pasturelands are state-owned, 3% are under municipal ownership and 20% of pastures are privately owned. Livestock relying on pasturelands is the main source of the livelihoods for the majority of rural population. Livestock products represent 50% of the Georgia's agriculture GDP. The sector is characterized by low productivity compared to global standards, impacting rural development and prosperity. The productivity of the livestock sector rests on the physical condition of the State pastures. Since the vast majority of cattle and sheep farmers in the country are smallholders, the livestock sector in Georgia represents the main source of livelihoods for farmers as well as the main source of the sector's economic profits.

Unfortunately, the pasturelands in Georgia are undermanaged, understocked, overgrazed, and under-invested, with little maintenance of pastoral productive infrastructure or soil fertility strategies. Pasturelands in Georgia are a good example of the "tragedy of commons" – where often select group of community members utilizes a common resource with little organizational or planning strategies. Those users who are in economic need often push the system to unsustainable limits, thus degrading ecosystem services for the community as a whole. State pastures were transferred to the Ministry of Economy for privatization during the previous government. The privatization project has not been implemented and to date, more than a million hectares of pastures remain virtually unmanaged. They are used by the locals without ownership and management, leading to chaotic management. A project to demonstrate the sustainable management of municipal pastures is currently underway, which includes the establishment of a political dialogue platform for the introduction of legislation, guidelines and tools for their implementation.

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⁴ Georgia's Second National Action Plan to Combat Desertification 2014-2022

2.3. Harmonization

The project was conceived as part of IUCN's engagement with the UNCCD, and support for its State members to fulfil their commitments under the Convention. The project also aims to support countries to fulfil their obligations under the Sendai Framework on Disaster Risk Reduction. While these are not strictly coordination mechanisms, they are international instruments that play a role in setting standards and guiding policies and investments at country level.

Kenya

In Kenya, the project builds on the government priorities and its roadmap to achieving Vision 2030 and more specifically the Big 4 Agenda, by contributing to achieving food security. The project also directly links with the mandate of NDMA which is overall coordination over all matters relating to drought risk management and to establish mechanisms, either on its own or with stakeholders that will end drought emergencies in Kenya; the Common Programme Framework for Ending Drought Emergencies (EDE) Initiative; and the County Integrated Development Plan for Kajiado County which targets to address drought and its effects since it is one of the major disasters identified by in the county.

With the decentralization of decision making in Kenya to the county governments, it is critical that county government technical officers are trained on Nature Based Solutions to drought to avoid the current reactive approach of tackling drought purely as a natural phenomenon. The project will work closely with the National Drought Management Authority within its 2018 – 2022 strategic framework and within its Common Programme Framework for Ending Drought Emergencies (EDE) Initiative to incorporate nature based solutions to drought. At the county level, the project will engage directly with the County Executive Committee in charge of planning to ensure nature based solutions to drought are embedded within the County Integrated Development Plans. At both the county and national level, the project will build the capacity of government officials and NGOs working on restoration work in implementing NbS drought actions on the ground. At the county level, the project will also engage with private sector actors especially the TATA Chemicals Magadi which have a long outstanding work in Kajiado in building their capacity on incorporating NbS drought actions in drought planning and management work.

Burkina Faso

In Burkina Faso, CONASUR is a multi-stakeholder platform as per the decree of its creation, with a view of harmonising stakeholders' interventions towards disaster prevention, managing emergency relief and rehabilitation. It is therefore composed of around twenty ministerial departments, the Red Cross and the Permanent Secretariat of NGOs and associations. These stakeholders work on issues related to the convergence of actions for poverty reduction, adaptation to climate change and disaster risk reduction, strengthening the resilience of populations made vulnerable by socio-political and economic systems and climate change. Despite the limited capacities of the Permanent Secretariat of the CONASUR, efforts are being establishment a transparent and accountability systems from the annual review and planning meetings, chaired by the Ministry of Women, National Solidarity and the Family. The objectives of such meetings is to ensure harmonised interventions by the various stakeholders in the areas of prevention and management of disasters and humanitarian crises in Burkina Faso.

Georgia

In Georgia, proposed intervention will be implemented in synergy with the Multi-Stakeholder Coordination Mechanism on Pastureland Management. This horizontal coordination mechanism - an inter-agency multi-

stakeholder coordination group for an inclusive national dialogue on pastureland management - will complement vertical coordination mechanisms among various administrative levels of central, regional and local government and actual users of pasturelands. The unit is to be created at national level within the scope of the project - *Achieving Land Degradation Neutrality Targets of Georgia through Restoration and Sustainable Management of Degraded Pasturelands*. The aforementioned project is being executed by MEPA and FAO, in cooperation with REC Caucasus and CENN.

The Ministry of Environmental Protection and Agriculture of Georgia (MEPA) has the overall responsibility on issues of land protection and supports implementation all international obligation including SDG 15.3, including LDN. MEPA is the main national institution responsible for land resources policies and activities. According to national legislation, the tasks and competences of MEPA are directly or indirectly linked with the land resources management and soil protection. MEPA works with a range of stakeholders over recent years, including farmers, representatives of the environmental and academic/research sectors, as well as a number of key Government Institutions and Agencies.

3. Intervention Design

3.1. Target group, beneficiaries and local partners

Target group and beneficiaries

The project will train 120 government staff and other experts (e.g. NGO staff) on NbS drought and how to implement it through public drought management processes. It will train a further 150 community representatives to implement NbS-Drought action on the ground. The project is designed to directly influence partner projects and local government planning in the 3 target countries, which will lead to a large number of indirect beneficiaries. Measuring indirect beneficiaries in advance is challenging, but based on the scale of partner projects and local planning mechanisms it is anticipated that the project will influence actions that benefit approximately 10,000 people per country.

Kenya

National Drought Management Authority (NDMA) which provides a platform for long-term planning and action, as well as a mechanism for solid coordination across Government and with all other stakeholders. The Authority has established offices in 23 ASAL counties considered vulnerable to drought.

Ministry of Agriculture, State Department of Livestock whose mission is to improve the livelihood of Kenyans and ensures food security through creation of an enabling environment and ensuring sustainable natural resource management.

Ministry of Environment and Forestry which is mandated to undertake National Environment Policy and Management, Forestry development policy and management, Development of re-afforestation and agroforestry, Restoration of strategic water towers, Protection and conservation of Natural environment, Pollution control, Lake Victoria management programme, Restoration of Lake Naivasha basin, Kenya Meteorological department, Kenya meteorological training, Conservation and protection of wetlands and Climate change affairs. The Ministry is committed to facilitating the enabling policies, legal and regulatory reforms for promoting sustainability of the environment and forest resources, while at the same time, mitigating the effects of climate change.

Other than government ministries at the national level, the project will also target NGOs working on restoration initiatives in the country.

With the passing of the new constitution in Kenya, there was the establishment of the devolved government system that ensures involvement of local communities in the governance of their resources and to allow better supervision and implementation of policies at the grass root level. County governments also ensure coordination and participation of communities and Locations (formerly Wards) in governance at the local

level and assist communities and Locations to develop the administrative capacity for the effective exercise of the functions and powers and participation in governance at the local level.

The project targets Kajiado County where the key stakeholders include:

- County government technical officers;
- National Environment Management Authority officers;
- Private companies in Kajiado specifically TATA Chemicals Magadi which have over the years implemented restoration activities in Kajiado county as a form of its corporate social responsibility;
- NGOs including the Africa Conservation Centre
- Local communities in the area through the South Rift Association of Land Owners (SORALO) which brings together group ranches that have not been sub-divided into individual plots for conservation of wildlife and livestock production.

In Southern Kenya, the pastoralists practice open grazing management systems in the rangelands that allows free movement of livestock and wildlife. Under this shared resources framework, 16 group ranches have come together to form landscape-level umbrella organization known as the South Rift Association of Land Owners (SORALO) which covers about 10,000 square kilometres of community managed lands. SORALO combines customary practices such as livestock mobility, livestock exclosures (olopololi) with contemporary technologies to manage the rangelands while supporting the livelihoods of the communities.

Burkina Faso

In Burkina Faso, all Members of CONASUR, the national Coordination of the GGWI and the national focal point of UNCCD will be beneficiaries of the project. Other main stakeholders include:

SP-CONASUR: The Permanent Secretariat of CONASUR is the coordination body of all emergencies activities in Burkina Faso. They implement activities related to awareness raising, humanitarian assistance and emergency relief and rehabilitation through social reinsertion of impacted population and reconstruction of community infrastructure. However, sustainable recovery activities are limited because of lack of comprehensive knowledge on the relationship between disaster risks and the natural ecosystem health; as the needed data are not yet available.

Governmental agencies: Around twenty ministries are involved in the CONASUR Platform with various roles and responsibilities with respect to their respective mandates. They are mostly engagement in providing data to feed in the disaster risk information and monitoring system at the national and local level, and making available resources to the impacted population through projects/programmes. However, some of their project/programme related activities such as land restauration are not accounted for disaster risk management, because of difficult to identify the linkages.

Non-governmental agencies: Represented by the permanent Secretariat of non-governmental organisations (SPONG), they number varies across administrative region in Burkina Faso. They implement some emergencies activities through projects/programmes at local level and report back to the representative of the CONASUR. However, some of their fields activities related to land restauration are not accounted for disaster risk management, because of difficult to identify the linkages.

International organisations: Mostly international humanitarian NGOs, they provide technical and financial support to the country governmental and nongovernmental agencies for implementing emergency activities. They rarely integrate land restauration activities in their post-disaster rehabilitation activities.

Research institutes (both national and international): They provide data with the CONASUR to help make the decision about the scope and level of disasters and develop intervention plans. They fail to incorporate ecosystem data into to clarify the linkages between the disaster and the ecosystem health.

Local government (municipal and regional council): They are intermediary between the central governmental agencies and the population affected by disasters. They facilitate access the needed population and the distribution of the emergency relief kit.

In Burkina Faso, all Members of CONASUR, the national Coordination of the GGWI and the national focal point of UNCCD will be involved in the policy review processes the relevant stakeholders that need to be needed include the (i) SP-CONASUR (Departments of Studies and planning; Prevention of Disasters; Humanitarian and Rehabilitation), (ii) representative of Ministries Members of the CONASUR, (iii) Non-Governmental agencies Members of CONASUR, (iv) Representatives of international Humanitarian organisations working with CONASUR, and (v) Local Governments (municipal and regional councillors).

Georgia

Ministry of Environmental Protection and Agriculture (MEPA) which is responsible for the strategic development of agriculture including all aspects related to the livestock sector and pastures, including policy and provision of technical support to stakeholders. As pastures are considered agricultural lands, MEPA's responsibility covers livestock in general, including pastures and transhumance herds.

Information-Consultation Centers at municipal and regional levels (ICCs, RICCs) which serves the role of the extension service - employees at municipal level, in addition to Coordination Units at regional level with 4-6 employees in each unit. The services provide ad-hoc technical advice. Popularization and introduction of modern methods and technologies of animal care; Consultation of interested persons for rational use of pasturlands. ICCs and RICCs report on the daily basis to the central administration (MEPA) with regards to the services provided on issues such as livestock and plants.

Ministry of Regional Development and Infrastructure (MRDI). In terms of agricultural development and pastures management, MRDI ensures provision of needed infrastructure to farmers. MRDI is also involved in the process of strengthening policies and laws on transferring implementation of services from central to municipal level.

Local government of the selected municipalities. Municipalities are in charge of issuing pastures lease contracts to shepherds on their pastures. Local authorities are also aiming at acquiring state land in order to improve their revenues also to improve management of pasturelands.

Scientific-research Centre of Agriculture (SRCA). Preservation of animal and plant agro biodiversity, reconstruction of the breed selection stations, supporting animals artificial insemination process and breeding activities, developing seed/planting material standardization and certification system, introducing new technologies, providing extension services to farm workers, conducting risk assessment in food safety, veterinary and plant protection, providing support to the development of biologically clean agriculture etc. SRCA is responsible for soil information on national level and carries out the soil inventory to assess the fertility of soils, evaluate risk factors for improvement of degraded soil structure and fertility.

Agriculture Projects' Management Agency. Implementing several agricultural projects including in livestock sector.

Georgian Farmers Association. Currently, the organization unites 3,600 farmers in Georgia. links to service providers and sources of funding, markets and technical support; consultation on policy issues and representation of members' interests; defence of smallholder farmers' rights; participation in policy making; and advocacy of fair access to markets and resources.

Association of shepherds. The association has limited representation (only 60 members). It tries to promote a policy dialogue related to grazing issues in the country.

Ministry of Economy and Sustainable Development (MESD). MESD has an important role in the supporting pastureland management through its role in overseeing land management policies in general and the process of privatization of state owned lands and their registration.

Farmers, agro cooperatives. Farmers are the main stakeholders involved in land management and in live-stock management.

The project will build capacity among both public sector and non-governmental actors to use policy analysis and good practice guidelines for integrating NbS-Drought in existing national drought strategies where such strategies exist, and work on supporting the establishment of drought management strategies where the strategies do not exist. This will ensure that drought cycle management plans from the national level to the local levels incorporate the NbS-drought guidelines as drought mitigation measures.

Principle project Partners

The International Institute for Applied Systems Analysis (IIASA) is a non-governmental research organization with experience in providing science-based policy advice in the context of developing country economies. IIASA will primarily contribute to developing state-of-the-art knowledge on land restoration and drought mitigation and supporting national partners to integrate this knowledge into drought management planning.

The National Drought Management Authority (NDMA) Kenya is a public body that provides a platform for long-term planning and action, as well as a mechanism for solid coordination across government and with all other stakeholders. NDMA will be key in incorporating the ecological restoration actions in national and county level drought management plans.

The National Council for Emergency Relief and Rehabilitation (CONASUR), Burkina Faso main mission is to work on disaster prevention, managing emergency relief and rehabilitation. As target institution, CONASUR will benefit from the project insights and capacities that will help to start preparing state-of-art drought emergency plan to be integral part of the national disaster management plan, which may include other disasters.

The Caucasus Environmental NGO Network (CENN) is a non-governmental organisation working to protect the environment fostering sustainable development throughout the South Caucasus. CENN will be crucial in leading studies on the relationship between land degradation and drought and in piloting the NbS drought actions. CENN will also be responsible for providing training on NbS drought at the national and local level in Georgia.

3.2. Problem analysis and analysis of local potentials

The frequency of drought is reported to be increasing worldwide (Dai, 2013). The global cost is estimated by FAO at US\$35 billion, with 83% of these losses (US\$29bn) in the agriculture sector (FAO, 2017). Drought is most prevalent in drier regions, which are home to a disproportionate number of the world's poor, and where agrarian livelihoods dominate.

According to the UNCCD, which addresses the combined challenges of Desertification, Land Degradation and Drought, drought is "a complex and slowly encroaching natural hazard with significant and pervasive socioeconomic and environmental impacts, is known to cause more deaths and displace more people than any other natural disaster". Although many agencies refer to drought as a "natural hazard", in practice, most droughts are the outcome of a combination of natural and human factors. The increasing frequency of drought is widely attributed to climate change and changing patterns of precipitation (IPCC, 2007; IPCC, 2018). However, other factors contribute to drought, including ecosystem degradation, changes to land and water management, and shifting patterns of water demand. In the drylands, the unsustainable management of land increases both the frequency and severity of droughts (Spinoni et al. 2018).

By focusing on drought as a natural hazard, there is a risk of downplaying the role of human factors. Human factors in drought include ecosystem degradation that compromises hydrological functions, management choices that change the exposure to drought, and changes in resilience that influence the capacity to manage and adapt to drought. By neglecting these aspects of drought, many actors overlook important opportunities to mitigate drought through sustainable development and ecosystem restoration.

Human activities that contribute to drought include over-exploitation of farmland, soil erosion, depletion of water resources, and deforestation. These activities adversely affect the ability of the land to capture and store water, by reducing ecosystem services such as supporting services (e.g. soil formation and primary production) and regulating services. Agricultural development actions often increase the exposure of farmers

to drought and in the worst cases, measures that are intended to build drought resilience can contribute to an increase in the incidence and severity of drought.

Underpinning these challenges is a widespread knowledge and capacity gap related to ecosystem management, and understanding the multiple services that healthy land and healthy ecosystems provide. This is compounded by institutional gaps and sectoral inconsistencies. Many countries lack national drought management plans, and where those plans do exist, they tend to ignore the role of ecosystem degradation as a factor in drought, and therefore overlook restoration options for drought mitigation. Drought responses therefore tend to be reactive rather than proactive, and in the best case, they address steps within the drought cycle without considering options for breaking that cycle.

Land degradation processes can lead to drought by disrupting hydrological cycles, for example by reducing both the rate of infiltration of water and the retention of moisture in soil. This is increasingly seen in dryland regions where soil has become denuded of vegetation and has formed a crust, which can prevent infiltration and greatly increase run-off. This leads to drier soils and reduced aquifer recharge, even when rainfall levels may be above average. Soil degradation leads to soil moisture reduction and reduced water storage capacity, which translates into increased frequency and length of time without enough soil moisture to sustain plant growth (Thurow and Taylor, 1999).

There is also a high correlation between drought variability, the trends of drought events and global NDVI measures (an indicator of vegetation production). In extreme cases of land degradation, severe vegetation cover reduction alters surface reflectivity, which in turn reduce cloud formation and reduce precipitation (Charney et al., 1975). According to Vicente-Serrano et al., (2015), dryland regions with increased NDVI (the Sahel, northern Australia, South Africa) were characterized by a positive trend in the Standardized Precipitation Index SPI values, symptomatic of conditions of greater humidity and lesser drought conditions. In other words, drought reduction correlates strongly with increased vegetation cover.

Existing approaches to drought management sometimes accommodate these human factors in theory, but usually adhere to the definition of drought as a "natural occurrence". As a result, some of the important anthropogenic drivers of drought are under-estimated and poorly addressed.

Well managed ecosystems act as natural infrastructure reducing physical exposure to hazards and increasing socio-economic resilience of people and communities by sustaining local livelihoods and providing essential natural resources. The positive impact of ecosystem restoration on water availability is widely recognized, and is central to catchment restoration. Yet few countries include integrated catchment management in their drought management strategies. Most countries treat drought as an inevitable climatic event and focus on managing the consequences throughout the drought cycle. If ecosystem degradation contributes to drought by reducing the availability of soil moisture, then ecosystem degradation can lead to drought independent of weather patterns; in other words, drought may be the outcome of human mismanagement, and land degradation may increase both the frequency and the severity of drought events.

In practice, most droughts are likely to be the outcome of a combination of natural and human factors. However, addressing the human factors by restoring ecosystems and strengthening integrated water and land management allows countries to reduce both the frequency and severity of drought and strengthen the resilience of environment and humans to cope with droughts. This will have a direct impact on the cost of drought in human and in financial terms and will contribute to reducing the knock-on effect of drought on conflict and migration. This is in line with the Sendai Framework for Disaster Risk Reduction, which advocates for multi-hazard approaches, and is a major strengthen of Nature based Solutions and also links directly with the Eco-DRR voluntary guidelines for the design and effective implementation of ecosystem-based approaches to climate change adaptation and disaster risk reduction.

In Burkina Faso, despite the efforts to institutionalise drought management, CONASUR, the Burkinabe Council for Emergency Relief and Rehabilitation, faces a series of challenges that limits its intervention on the emergency response and little on preparedness, recovery and mitigation. Because of insufficient understanding of emergency life cycle and low planning capacities, it has not yet been able to develop and implement an appropriate emergency management plans, including for drought emergency. However, Burkina Faso has made a number of high level commitments to address land degradation, which have the potential to reduce

drought risks. This includes commitments to Land Degradation Neutrality under the UNCCD and 5 million hectares pledged for Forest Landscape Restoration under the Bonn Challenge. Stronger knowledge on the opportunity for NbS-drought will support Burkina Faso in making the case for public and private investment in restoration.

In Kenya, efforts have been made to address drought emergencies through the different national policies and frameworks in a bid to achieve vision 2030 and to respond to international commitments. However, most of these have been reactive with a focus on emergency response. The National Drought Management Authority does not address ecosystem degradation as an underlying driver of drought. As with Burkina, Kenya has committed to achieve Land Degradation Neutrality by 2030 and has also committed 5.1 million hectares of Forest Landscape Restoration under the Bonn Challenge. Implementation of these restoration commitments will be strengthened with improved knowledge on the opportunities for NbS-drought, because it will demonstrate alignment of national priorities and the potential for win-win outcomes.

In Georgia, unsustainable agricultural practices that include anthropogenic factors contributing to land degradation, in particular excess livestock (leading to unsustainable grazing); lack of sustainable practices in the management of soil fertility; and a lack of contour ploughing. Throughout the country, reduced forest cover, wind and water erosion, landslides, excessive grazing, soil degradation and soil contamination are normal and accompanied by socio-economic problems. Reduction in forest cover are a result of human activities in eastern Georgia, causing widespread erosion. 300,000 ha of arable land and 700,000 ha of pasture have been damaged due to intensive grazing on the slopes of the Kakheti Range. There is also natural erosion because of Georgia's climatic conditions and topography. Latest figures have shown that 35 percent of agricultural land is degraded, the most common of which is soil erosion. In recent years, more than 1 million hectares have been damaged due to a dramatic increase of soil erosion. 380 thousand ha make up arable land while 570 thousand ha make up pastures and fields. Furthermore, destroyed windshields and excessive grazing causes wind erosion in eastern Georgia. There are about 105,000 ha of degraded arable land in the arid and semi-arid areas of eastern Georgia and 59,220 ha of arable land have been degraded due to salinization. Water erosion occurs mostly in western Georgia and is caused by heavy grazing and ploughing of steep slopes:

3.3. Strategic Approach & Methodology

Strategy and methodology

The project is designed in the understanding that the necessary scientific foundation exists, but evidence is distributed in a number of disconnected fields. Additionally, the principles of Nature based Solutions are now established in the NbS Standard, published in June 2020. The project will collate the available science globally, add local-level context from the 3 target countries, and frame recommended responses using the NbS Standard.

This theoretical knowledge and overall NbS-drought framework will form the basis of capacity building at local level, and will complement local knowledge gathered through participatory planning exercises in target communities. Participatory planning will require equal representation of women to ensure that gender responsive measures are adopted in NbS drought. Pathways for institutionalising solutions will be determined by national and local institutional analysis and policy dialogue. Adopting NbS-drought in drought management planning and response will be promoted through outreach and policy dialogue, led by IUCN's key government and non-governmental partners in each country.

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⁵ National Report on the State of the Environment of Georgia 2014-2017

Overall perspective of the intervention, consistency with national development plans

The NbS drought initiative will be implemented in countries where IUCN is already collaborating with National and local drought management authorities and other relevant stakeholders and is highlighting the need for improved insights into, and capacities to address, land degradation as a driver of drought. The evidence and tools on NbS drought will feed into these larger national initiatives both through established projects and through institutional partnerships with drought planning mechanisms.

IUCN supports its state members to implement policies and commitments for sustainable development. As outlined under the country section in this proposal, the work will be guided by national policies and will strengthen the inclusion of restoration actions in policy implementation plans.

Addressing possible conflicting needs, priorities or interests of stakeholders

While conflicting priorities are not foreseen IUCN recognises that public institutions may have competing, and sometimes overlapping mandates. Similarly, non-state actors will have different priorities and expectations. The project will convene inter-sectoral and multi-stakeholder dialogue and will use a policy review study to build consensus between sectors and actors for improved alignment and adoption of NbS drought. The project will contribute to generating multi-actor response measures, such as future project proposal for scaling up NbS drought.

Ownership, responsibility, inclusive participation

The project relies on established relationships between IUCN and its partners in the target countries. Buy in will be strengthened through the national inception meeting and by providing clear evidence that NbS drought is aligned with national priorities. The NbS Standard includes a criterion on institutional support and governance, which will be critical for ensuring inclusivity and ownership from community to state level. As outlined elsewhere in this document, project activities will insist on a clear emphasis on gender responsive measures and equal inclusion of women, men and vulnerable groups.

Ecological sustainability, climate change etc.

Nature-based solutions are "actions to protect, sustainably manage, and restore natural or modified ecosystems that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits". They emphasise ecological restoration and sustainable management and they are oriented to solving human challenges including climate change. NbS drought will also contribute to improved understanding of the role of human factors as well as climate change in elevating drought risks.

Capacity building

The project is primarily designed to build knowledge, which consists of document evidence and building capacity of stakeholders. This includes technical capacity on restoration measures that reduce drought risk and policy capacity on mainstreaming NbS drought responses in planning and investments.

Sustainability and scaling up

This project depends on other established initiatives – projects and policy processes – to ensure sustainability and scaling up. The project aims to generate knowledge, build capacity and convene stakeholders to the extent that the case for NbS drought is persuasive. Due to IUCN's established and long term role in existing policies and processes we have a strong likelihood of ensuring sustainability and scale up.

3.4. Data base for analysis and design

This project will revolve around a global analysis of scientific evidence in relation to ecosystem restoration and drought risk reduction. It will draw on evidence from disconnected disciplines, including watershed management, ecological restoration, drought risk management and the wider domain of social development.

The analysis will include detailed investigation of gender in relation to drought outcomes and response measures. This will include insights into gender-disaggregated outcomes of drought, including differential

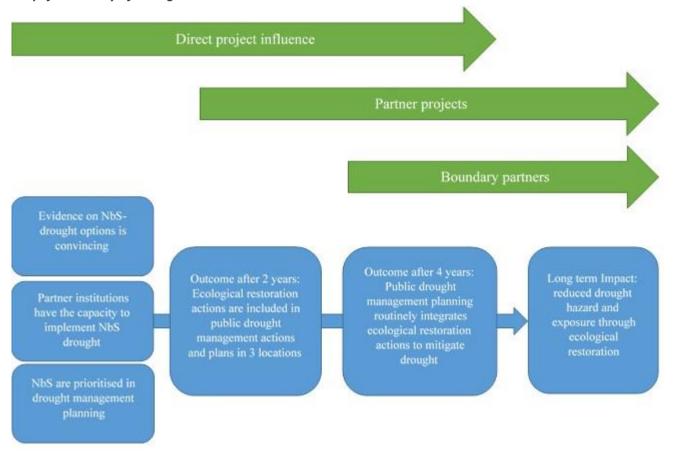
vulnerability and poverty outcomes. The analysis will provide insights into gender responsive drought mitigation and response measures. This will include insights into how restoration measures differently impact on, and are enjoyed by, men, women and youth, and will highlight established safeguards that must be applied to assure equitable outcomes. These safeguards are consistent with the NbS Criterion #5 on Inclusive Governance.

The global analysis will also be informed by national case studies, which will generate local evidence of drought outcomes in relation to land degradation and climate change. The country case studies will also elaborate on questions of inequality in drought response and restoration actions in order to strengthen recommendations for NbS drought.

4. Intervention logic

This project aims for large-scale impact at national and sub-national level, which can only be achieved through close partnership with public institutions mandated to coordinate drought responses. This creates challenges for measuring direct impact on the ground during the project cycle and therefore the project proposes to use an Outcome Mapping approach to monitor progress and to cross-examine assumptions along the theory of change. A simple theory of change is provided below, but this will need to be elaborated as part of the inception phase of the project, and as part of the process of securing stronger engagement from critical project partners.

The project will deliver results on the ground through other partner-projects, by influencing existing drought-related investments (or related investments in restoration), and by influencing a larger number of boundary partners. Partner projects have been selected due to their potential for adopting NbS-drought measures, providing this project generates the required knowledge and capacity. The project will identify additional boundary partners during the inception phase and will have a deliberate strategy of influence and engagement, building on IUCN's established credibility as a global leader in Nature-based Solutions. The project will monitor its influence on those partners through its outreach and engagement strategies, which include capacity building, awareness raising, and alliance building.



4.1. Impact

This project is proposed to happen in two phases over which the impact after the two phases is Drought management planning integrates ecological restoration actions to reduce drought hazard and exposure ("Nature Based Solutions to drought"). This impact assumes that IUCN has an established relationship with the national governments and other partners and privileged access to policy influence and local planning processes. The 3 target countries are State members of IUCN, and this creates opportunities for convening access sectors and building trust with national partners.

4.2. Outcome

The project outcome is 'Drought management planning and action incorporates Nature based Solutions to drought in three nationally-important drought-prone locations'. The project will develop guidance on identifying and implementing NbS drought and will convene public dialogue around policy and planning opportunities for adoption of NbS drought measures. Through these measures the project will influence partner projects and partner institutions (e.g. public drought management planning mechanisms) to adopt NbS drought.

4.3. Outputs

The project is set around three main outputs which include:

- Output 1: National experts and community members are informed and enabled to implement stateof-the-art knowledge on NbS Drought.
- Output 2: Recommendations for integrating NbS drought in planning and policy are generated through multi-stakeholder dialogue and policy analysis.
- Output 3: NbS drought actions are demonstrated in partner projects or public planning.

Output 1 depends on producing convincing, state of the art evidence that is both globally robust and locally valid. It will be enriched by local evidence from national case studies. The main publication will include guidelines on how to operationalise the concept of NbS drought, which will revolve around known and accepted approaches to sustainable land management (SLM), such as agroforestry, conservation agriculture, pasture management and others. To guide this the project will draw on over 400 SLM approaches documented in the WOCAT database, which is the approved UNCCD portal for SLM.

Output 2 will combine national policy and institutional analysis with multi-stakeholder dialogue and consensus building to identify pathways for implementation of NbS. The project will convene critical public sector actors (e.g. from Ministries responsible for drought water, agriculture and environment) together with community representatives and non-governmental originations. These will include actors already implementing restoration actions as well as institutions mandated for drought response.

Output 3 will feed recommendations from Output 2 into existing projects and planning mechanisms in order to model the adoption of NbS-drought. The project will provide minimal resources for such actions and will rely on the buy-in of those partner initiatives. IUCN has selected countries with existing projects where there is a high assurance of adoption, but where the existing initiatives lack the means to make the case for NbS drought.

Output 1: National and local experts are informed and enabled to implement state-of-the-art knowledge on NbS Drought

- 1.1. Two experts' meetings (Virtual) to develop an analytical framework for analysing drought and land degradation and to validate a publication on NbS-Drought.
- 1.2. Publish a global meta-analysis of ecosystem degradation and drought following the agreed analytical framework (1.1), incorporating case studies (field evidence) from the three target countries.
- 1.3. Develop guidelines for implementing NbS Drought, incorporating gender responsive measures, vulnerability assessment and climate screening.
- 1.4. Train government officials and community representatives on incorporating ecological restoration in drought planning and management (NbS drought).
- 1.5. Present results in global fora to influence intergovernmental negotiations including UNCCD, UNFCCC, Sendai Framework, and the Global Drought Partnership.

Output 2: Recommendations for integrating NbS drought in planning and policy are generated through multi-stakeholder dialogue and policy analysis

- 2.1 Three national multi-stakeholder project inception meetings, including framing of national policy reviews: the project will build on and convene established drought risk management platforms that include important humanitarian actors
- 2.2 Community dialogues on NbS-drought to exchange scientific knowledge and local/indigenous knowledge to inform drought management recommendations.
- 2.3 Three national policy reviews of institutional barriers, capacity gaps, and opportunities / recommendations for NbS-drought
- 2.4 Three national multi-agency technical committees meeting for endorsement of policy review and recommendations for integrating NbS drought
- 2.5 Communications/outreach to popularise NbS drought recommendations with key audiences

Output 3: NbS drought actions are demonstrated through adoption in partner projects or public planning

- 3.1 Prioritisation of NbS drought actions with project partners
- 3.2 Participatory planning and training with target communities with equal representation of women
- 3.3 Implementation of NbS-drought actions in partner projects or public sector plans

4.4. Indicators

The indicators are listed in the Results Framework in Annex 1.

This project is designed as a first phase in a longer, programmatic initiative. The project relies on the existence of other initiatives in the target countries to implement Nature based Solutions to Drought. Those projects and partnerships already aim to restore degraded land through measures such as agro-ecological approaches or natural regeneration of pastures and woodlands, but explicit action to repair hydrological functions in order to reduce drought risk are not currently planned due to lack of technical knowledge. The NbS drought project will generate knowledge and guidelines on restoring degraded land to reduce drought risk, which will be adopted by the partner projects and partner institutions. The NbS drought project is intended to refine existing restoration initiatives and mechanisms to place greater emphasis on actions that mitigate drought, and to generate evidence that can enable wider adoption.

The NbS drought project is conceived in two phases, with only Phase 1 addressed in the current proposal. Phase 1 will compile the evidence to build the case for NbS drought, develop simple guidelines to inform integration of NbS drought in planning and implementation, build capacities among key stakeholders, and take preliminary steps towards demonstrating NbS in action. Integrating NbS Drought into management planning and action relies on IUCN's close relationship with the partner projects and with relevant public agencies.

Phase 2 will focus on scaling up NbS Drought in on-going and new projects, in local planning mechanisms, and in national policy. The three target countries are State member of IUCN, which creates avenues for policy dialogue, particularly in relation to policy implementation. Phase 2 may be funded by ADA, or by other partners, and will be defined both according to the success of Phase 1 and according to uptake of NbS drought in partner projects and by partner institutions.

Both phases will be required to move towards the overall Impact, which is "Drought management planning integrates ecological restoration actions to reduce drought hazard and exposure ('Nature Based Solutions to drought')." The project is guided by an overall vision that "drought hazard and exposure is reduced in target countries through ecological restoration". It is recognised that restoration is a long process that can take a number of years to deliver measurable results, although it is also expected that rural communities will feel tangible benefits at a relatively early stage of restoration action. The question of measurement of impact will be explored through the project.

5. Risk Management

Risk Register (risk assessment at the time of submission)				
Description of the risk ⁶ (concrete event, its cause and possible negative impact)	Likelihood ⁷	Possible impact ⁸	Risk management measures planned (to reduce either likelihood or possible impact or both)	
The COVID-19 pan- demic's effects	4	1	In the 1 st year of the project when this is likely to be a risk, most of the meetings will be held virtu- ally except for in country meetings.	

⁶ For reference, the ADA Risk Catalogue with standard risks that can arise in the context of projects and programmes is available online and can be consulted (on a voluntary basis) for the identification and description of risks. (https://www.entwicklung.at/mediathek/downloads)

⁷ Enter a value: (1) very unlikely, (2) unlikely, (3) likely, (4) very likely.

⁸ Enter a value: (1) insignificant, (2) significant, (3) major. An ADA staff guidance on assessing likelihood and impact is available online (https://www.entwicklung.at/en/media-centre/downloads) and can be used by applicants on a voluntary basis.

Target number of participants in meetings and in training activities will not be met due to social distancing measures	2	1	Where possible, technical experts required for in country meetings will participate virtually. Have more training sessions and meetings at local level, provide safety measures, explore options for online/digital meetings and training
Insecurity in target sites especially in Burkina Faso	2	2	Target sites selected according to security of operation. Where necessary, training of community members can be conducted in Ouagadougou instead of in the field. Public drought management services are expected to continue functioning.
Resistance to the concept of NbS drought	1	2	It is largely within the scope of the project to address barriers to acceptance of the concept of NbS drought. It is also believed that many stakeholders have sufficient knowledge of their environment to be highly receptive to the concept of NbS drought. While absolute consensus may be unlikely, sufficient supporting actors are anticipated to make adoption of NbS drought measures feasible.
Refusal of partner initiatives to cooperate in adopting NbS drought actions	1	3	The project relies on securing support of projects and planning initiatives in the 3 countries. To allay this risk IUCN has identified projects that it directly implements in partnership with government, which gives IUCN leverage to ensure cooperation, providing those projects continue to be implemented. Adoption of NbS by public planning mechanisms depends on IUCN's long-term partnership management, which is integral to the design of the project and partner initiatives.

6. Monitoring and Evaluation

6.1. Monitoring, steering and dissemination of information

This project primarily focuses on learning and therefore technical learning and communication is captured under the main outputs. Additional project M&E will be catered for through the following measures:

- 1. Validate the theory of change and results framework (indicators) with project partners and establish a monitoring plan
- 2. Evaluate outcomes and impacts according to the theory of change (final evaluation)
- 3. Develop project communication materials (flyers, technical briefs, media releases, web stories, web site).

A project steering committee will be developed within the 1st quarter of project implementation. This will comprise IUCN, the project partners and ADA representative. The steering committee will guide implementation of the project to ensure the project is implemented within the set timeframe and budget. This committee will also oversee technical aspects of the project globally and at national level. All technical reports from the project will be reviewed by the steering committee for consistency. At country level the project will convene multi-stakeholder meetings (see result 2) which will provide a sounding board for project actions and will feed back into the steering committee.

A project monitoring and evaluation framework will be developed within the 1st quarter of the project and this will guide monitoring of project implementation. This monitoring and evaluation framework will be reviewed and endorsed during the project inception meeting. This framework will be updated on a quarterly basis and shared with members of the steering committee.

6.2. Assessment and Evaluations

A final evaluation for the project is planned to take place in the last quarter of the 2nd year of the project to establish the results and effective performance of the project and draw lessons in terms of good practices. Terms of reference will be developed and validated the project steering committee and by ADA.

7. Implementation

7.1. Preparation of implementation

The first 3 months of the project will be an inception phase. This will comprise detailed planning of activities with the partners and holding the project inception meetings to introduce the project to all relevant stakeholders globally and nationally.

7.2. Organizational structure, processes and management capacities

Project implementation will be led by IUCN's Global Ecosystem Management Programme which will work closely with IUCN's global water programme and regional and country offices in Kenya, Burkina Faso and Belgrade. IUCN will also collaborate closely with IIASA - International Institute for Applied Systems Analysis, which will primarily contribute to developing state-of-the-art knowledge on land restoration and drought mitigation and supporting national partners to integrate this knowledge into drought management planning. At the national level, IUCN will work closely with national partners including the National Drought Management Authority (NDMA) in Kenya, the National Council for Emergency Relief and Rehabilitation (CONASUR), in Burkina Faso and the Caucasus Environmental NGO Network (CENN). These national partners will be responsible for project implementation at the country level especially CONASUR and CENN. NDMA on the other hand will provide entry points for policy influence and incorporation of NbS drought actions in drought planning and management at national and county level.

A project steering committee will be formulated at the project inception meeting and this will comprise representatives from ADA, IUCN, IIASA, CONASUR and CENN. This committee will guide project implementation to ensure the project is on track and provide technical oversight for the project in achieving its outcome.

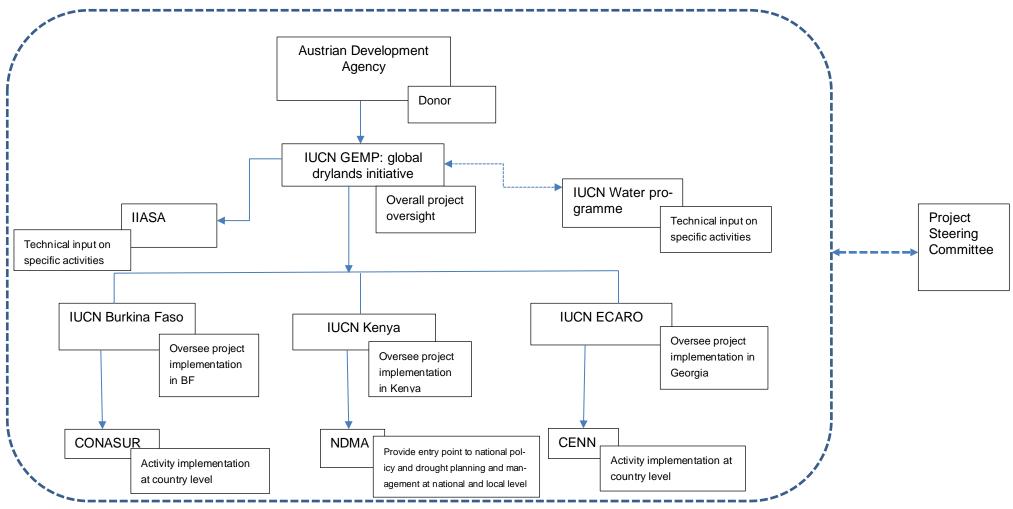


Figure 1: Project Organizational Structure

a). IUCN Secretariat team

1. Project manager

The project manager will be responsible for overall project coordination and overseeing implementation of the project. He/she will be responsible for developing workplans and budgets and liaising with the country teams on project implementation. He/she will also be responsible for liaising with the donor and preparing narrative reports for the project.

2. Senior technical advisor

The senior technical advisor will be responsible for providing technical oversight for the overall project. He/she will review all technical reports and provide clearance on them to ensure quality of project outputs.

3. Administration officer

The administration officer will provide overall administration support for the project in collaboration with the project manager.

4. Technical support (water)

A technical officer from the global water programme will provide technical support and advice on the global meta-analysis of ecosystem degradation and drought and development of NbS drought actions.

5. Country coordination

The country coordination team in close collaboration with the project manager will oversee project implementation at the national and local level.

6. Administration officer at country level

At the country level, an administration officer working closely with the country coordination officer will provide administration and logistical support. This will include organising meetings and field coordination.

7. Finance officer

A finance officer will oversee the overall project. He/she will be responsible for reviewing the project budget, preparing financial reports and organising and supporting annual project audits.

8. Human resources officer

The human resources officer at the national level will support in identification of national level consultants to carry out national policy reviews of institutional barriers, capacity gaps, and opportunities / recommendations for NbS-drought

b) IIASA

IIASA will contribute to developing state-of-the-art knowledge on land restoration and drought mitigation and supporting national partners to integrate this knowledge into drought management planning.

c) CENN

CENN will lead studies on the relationship between land degradation and drought and in piloting the NbS drought actions in Georgia. They will also support in providing training on NbS drought actions in Georgia.

d) CONASUR

As target institution, CONASUR will benefit from the project insights and capacities that will help to start preparing state-of-art drought emergency plan to be integral part of the national disaster management plan, which may include other disasters.

e) NDMA

NDMA will be critical in providing policy entry points at the national and county level in incorporating the ecological restoration actions in drought management plans.

a. Time schedule

As per the detailed project work plan and budget (Annex No. 2 and 3b), the project will take 2 years to complete. The activities of first 12 months consist of a project inception meeting for the overall project and at the national level; developing an analytical framework for analysing drought and land degradation; carrying out a global meta-analysis of ecosystem degradation and drought following the agreed analytical framework;

develop guidelines for implementing NbS Drought; training government officials and community representatives on incorporating ecological restoration in drought planning and management; carrying out national policy reviews of institutional barriers, capacity gaps, and opportunities / recommendations for NbS-drought.

The first year will also involve establishment of the project steering committee and developing the project monitoring and evaluation framework. A project communication plan will also be developed in the first year.

b. Necessary means and costs

(See annexes no. 3a and 3b)

Annexes:

Annex No. 1) Logframe Matrix

	Indicators	Means of verification	Risks and Assump- tions
Overall vision: Drought hazard and exposure reduced in target countries through ecological restoration.	SDG 1.5.1: Number of deaths, missing persons and directly affected persons attributed to disasters per 100,000 population SDG 1.5.2: Direct economic loss attributed to disasters in relation to global gross domestic product (GDP)	National drought monitoring and post-drought assessment systems	Sustained willing- ness of govern- ment to tackle the root causes of drought
Impact (after 2 phases): Drought management planning integrates eco- logical restoration actions to reduce drought hazard and exposure ("Nature Based Solutions to drought").	SDG 1.5.3: Number of countries that adopt and implement national disaster risk reduction strategies in line with the Sendai Framework for Disaster Risk Reduction 2015–2030 [including Nature based Solutions to drought] SDG 6.4.1: Change in water-use efficiency over time SDG 15.3.1: Proportion of land that is degraded over total land area (Land Degradation Neutrality)	National and sub national drought management plans. Final evaluation of co-finance projects. National reports to international agreements (UNCCD, UNDRR)	Government support for drought management is sustained. Different public sector actors responsible for natural resource management are willing to collaborate in drought management.
Project Outcome: Drought management planning and action incorporates Nature based Solutions to drought in three nationally important drought-prone locations	Number of NbS drought actions programmed (planned) and implemented in partner initiatives	Reports of partner initia- tives	Partner projects are implemented as planned and re- main committed to partnering with the NbS drought initia- tive
Output 1: National and lo- cal experts are informed and enabled to implement state-of-the-art knowledge on NbS Drought	Number of experts trained, disaggregated by gender	Evaluation of participants in training events	Key actors at the sub national and national level buy into the concept of NbS drought.
Output 2: Recommendations for integrating NbS drought in planning and policy are generated through multi-stakeholder dialogue and policy analysis	Number of sets of recommendations published Number of stakeholders, and diversity of sectors	Records of public dialogue meetings	The national institutional stakeholders are willing to collaborate in planning. Ability to reach consensus on the knowledge generated.
Output 3: NbS drought actions are demonstrated through adoption in partner projects or public planning	Number of NbS drought actions in projects and planning Number of community members trained, disaggregated by gender Number of indirect beneficiaries targeted, disaggregated by gender	Reports from partner initiatives	Partner projects are implemented as currently agreed and remain receptive to the agreed partnership

Annex No. 2) Time schedule

Activities	YEAR 1						EAR	1					YEAR 2											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6		8	9	10	11	12
Output 1: National experts and community members are informed and enabled to implement state-of-the-art knowledge on NbS Drought																								
1.1 Two experts' meetings (Virtual) to develop an analytical framework for analysing drought and land degradation and to validate a publication on NbS-Drought																								
 1.2 Publish a global meta-analysis of ecosystem degradation and drought following the agreed analytical framework (1.1), incorporating case studies (field evidence) from the three target countries 																								
1.3 Develop guidelines for implementing NbS Drought, incorporating gender responsive measures, vulnerability assessment and climate screening																								
1.4 Train government officials and community representatives on incorporating ecological restoration in drought planning and management (NbS drought)																								
1.5 Present results in global fora to influence intergovernmental negotiations including UNCCD, UNFCCC, Sendai Framework, and the Global Drought Partnership																								
Output 2: Recommendations for integrating NbS drought in planning and policy are generated through multi-stakeholder dialogue and policy analysis																								
2.1 Project inception meetings and framing of policy review at the national level.																								
2.1 Publish 3 national policy reviews of institutional barriers, capacity gaps, and opportunities / recommendations for NbS-drought																								
2.2 Community dialogues on NbS-drought to exchange scientific knowledge and local/indigenous knowledge to inform drought management recommendations																								

2.3 3 national multi-agency technical committees meeting for endorsement of policy review and recommendations for integrating NbS drought												
2.4 Communications/outreach to popularise NbS drought recommendations with key audiences												
Output 3: NbS drought actions are demonstrated in partner projects or public planning												
3.1 Prioritisation of NbS drought actions with project partners												
3.2 Participatory planning and training with target communities with equal representation of women												
3.3 Implementation of NbS-drought actions in partner projects or public sector plans												
Implementation and Monitoring												
Planning												
Coordination and communication												
Risk management												
Monitoring and evaluation (and steering)												
Reporting												
Annual financial Audit												
End of project audit												
Final evaluation												

Annex No. 4) Environmental, Gender and Social Standards (EGSS) checklist Annex No. 5) List of reference documents

Additional background references cited in this document:

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IPCC (2007). Climate Change 2007: Synthesis Report. Contribution of Working Groups I, II and III to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change [Core Writing Team, Pachauri, R.K and Reisinger, A. (eds.)]. IPCC, Geneva, Switzerland, 104 pp.

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Spinoni, J. et al. (2018). Will drought events become more frequent and severe in Europe?. International Journal of Climatology. John Wiley and Sons Ltd, 38(4), pp. 1718–1736. doi: 10.1002/joc.5291.

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TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

NOTE: THIS <u>TEMPLATE CONSULTANCY AGREEMENT</u> 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:

- 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/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

- 3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.
- 3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.
- 3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.
- 3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to

the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

- 4.1. The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.
- 4.2. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
- 4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

- 5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] ("the Remuneration") based on [number of days] days of work at a daily rate of [daily rate] as follows:
- 5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;
- 5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and
- 5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN's written acceptance of all Services or after the Agreement end date whichever is later.
- 5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.
- 5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.
- 5.4 IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]
Account type and currency: [xxx]

Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

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

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

6. TRAVEL EXPENSES

- 6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.
- 6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.
- 6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the IUCN Contact Person in order for reimbursement to be made.

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

- 7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.
- 7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).
- 7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide a certificate of insurance evidencing such coverage.
- 7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8. CONFIDENTIALITY

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

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

8.3 The Consultant shall:

- 8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;
- 8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.
- 8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

- 10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.
- 10.2 Pre-existing Intellectual Property (Pre-existing Rights") of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.
- 10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.
- 10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products

developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

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

11. LIABILITY AND INDEMNITY

- 11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.
- 11.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

12. COMMUNICATION AND NOTICES

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

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

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

13. 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, **IUCN** online shall address them to using the form located at (https://portals.iucn.org/dataprotection/requestform).
- 15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

- 15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.
- 15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.
- 15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (https://portals.iucn.org/dataprotection/requestform), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

- 16.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:
- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.
- 16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

- 16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.
- 16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.
- 16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.
- 16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

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

- 16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
- 16.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
- 16.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and
- 16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
- 17.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

18. GENERAL PROVISIONS

- 18.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.
- 18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
- 18.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.
- 18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
- 18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.
- 18.6 All provisions that logically ought to survive termination of this Agreement shall survive.

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

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources	[full name of OTHER PARTY]
Date:	Date:
[<mark>Name of representative</mark>] [Position of representative]	[Name of representative] [Position of representative]
ANNEXES	

[please list all annexes named in the Agreement]



TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

NOTE: THIS <u>TEMPLATE CONSULTANCY AGREEMENT</u> 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 recuperate any funds already paid for unfulfilled Services.
- 5.4 IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]
Account type and currency: [xxx]

Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

- 5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.
- 5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

- 6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.
- 6.2 The IUCN Travel Policy and Procedures for Non-Staff 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	Consultant Contact Details
[<mark>name</mark>]	[<mark>name</mark>]
[title]	[title]
[name of IUCN Programme/Office]	[name of IUCN Programme/Office]
[address]	[<mark>address</mark>]
[phone]	[<mark>phone</mark>]
[<mark>email</mark>]	[<mark>email</mark>]

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 article 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not

exceed the Remuneration stated in 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]
[Position of representative]

[Name of representative]
[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]

DECLARATION in relation to RfP <insert RfP reference>

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation
Registered Name of Organisation (the "Organisation"):
Registered Address (incl. country):
Year of Registration:

I hereby authorise IUCN to store and use the information included in the attached Proposal in accordance with section 5.5 of the RfP.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated in section 5.5 of the RfP.

I further confirm that the following statements are correct:

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

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

DECLARATION in relation to RfP <insert RfP reference>

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

Full name (as in passport):

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

I hereby authorise IUCN to store and use the information included in the attached Proposal, including any Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), in accordance with section 5.5 of the RfP.

I further confirm that the following statements are correct:

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

<date and="" signature=""></date>			