



Request for Proposals (RfP) Mid-Term Review of the local component of the Kiwa Initiative – Nature-Based Solutions for Climate Resilience

Kiwa Initiative - Nature-based Solutions for Climate Resilience
RfP Reference: IUCN-24-06-P03443-1

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 1.

2. CONTACT DETAILS

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

IUCN Contact:

Mereoni Tavakaturaga- Robinson,
ESMS & Gender Officer

E-mail: mereoni.tavakaturaga@iucn.org

Proposals to be submitted at: submit.kiwainitiative@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
02 July 2024	Publication of the Request for Proposals
12 July 2024	Deadline for expressions of interest
19 July 2024	Deadline for submission of questions
27 July 2024	Deadline for submission of Proposals to IUCN (" Submission Deadline ")
9 August 2024	Planned date for contract award

DATE	ACTIVITY
23 August 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.

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

4.3. *Pre-Qualification Criteria*

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

Pre-Qualification Criteria	
1	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?
5	Confirm that your organisation has the following qualifications (e.g. ISO certification)
6	Confirm that your organisation meets the following Donor's Eligibility Criteria (e.g. the EC's nationality rule)?
7	Confirm that your organisation has formal policies and/or procedures for the following (e.g. procurement, health & safety, code of conduct, sustainability, accounting)?

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	Project Methodology and Work Plan.	Provide details of proposed approaches and methodology. Provide a detailed workplan	20
2	Experience with AFD, EU or other related donors	Details of completed and successful development of multilateral project documents	20
3	Experience working in other regional countries	Evidence of experience in other regional countries or the wider Pacific context	20
4	Technical expertise and team composition.	Provide information on the technical expertise and qualifications of the project team, including roles and responsibilities	20
5	Innovation and adaptability	Demonstrate the ability to introduce innovative approaches and adapt to changing circumstances	20
TOTAL			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 [currency].

4.5.5. *Breakdown of rates and prices*

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

	Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				
5				
6				
	TOTAL			

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: 60%

Financial: 40%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 60\% + 77 * 40\% = 49.8\% + 30.8\% = 80.6\%$.

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

8. CONFIDENTIALITY AND DATA PROTECTION

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

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

www.iucn.org

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

12. ATTACHMENTS

Attachment 1 *Specification of Requirements / Terms of Reference*

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

Attachment 3 *Contract Template*

Attachment 1 Terms of Reference

Post
Terms of reference for the Mid-Term Review (MTR)
Of the local project component of the
Kiwa Initiative - Nature-based Solutions for Climate Resilience
01/05/2024

1. Evaluation context

1.1. Background on the Kiwa initiative

Characterized by their remoteness and by being scattered over an ocean covering the third of the surface of the globe, **Pacific Islands and Country Territories (PICTs)** are highly vulnerable to the adverse impacts of climate change. Rising sea levels, storm surges, floods, droughts, cyclones, coral bleaching, coastal erosion and changing precipitation patterns are common factors affecting the 30,000 islands scattered over this vast area.

These countries and territories are also characterized by exceptional land and marine biodiversity that is subject to cumulative anthropic pressure (destruction and fragmentation of natural areas, pollution, introduction of invasive alien species, overuse of natural resources), and exacerbated by climate change. In this context, the well-being and subsistence of the populations and in particular, their poorest, which are heavily dependent on ecosystem services, are severely impacted.

In the spirit of the Blue Pacific vision, which draws on the shared ocean identity of PICTs to empower the region and overcome common development challenges, many regional frameworks including the Framework for Resilient Development in the Pacific and the Pacific Oceanscape Framework stress the need for regional coordination to tackle regional challenges. However, a gap exists between the profusion of regional frameworks and their implementation on the ground, due to mostly insufficient funding, lack of capacity and technical support to access funds and implement projects, and lack of donor coordination in the region and profusion of on-going projects.

To tackle these challenges, at the One Planet summit of December 2017, President of France Emmanuel Macron committed to launch a new multi-stakeholder international initiative designed to increase the capacities of PICTs to adapt to the impact of climate change; and to protect, restore, and enhance biodiversity in order to strengthen the resilience of their socio-ecological systems.

Officially started on March 31st, 2020 and with EUR 75 million in funding at the current time, the "**Kiwa Initiative — Nature-based solutions¹ for climate resilience**" is the first programme ever to gather five donors (AFD, the European Union, Canada, Australia and New-Zealand) and regional/national partners around the common objective **to strengthen the climate change resilience of Pacific Island ecosystems, economies and communities to the effects of climate change.**

The specific objective is to **enhance access to funding for rights-based gender-sensitive and socially inclusive climate change adaptation through Nature-based Solutions (NbS) for local and national authorities, regional and civil society organizations** in Pacific Island Countries and territories, including the three French overseas territories.

To meet these expected results, **the Kiwa Initiative is based on three components:**

¹ In the framework of the Kiwa Initiative, Nature-based Solutions are defined as “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” (IUCN, 2016).

- **Kiwa Project Component A: Technical assistance and small-scale granting facility (EUR 25,000–400,000) targeting NbS for climate change adaptation.** This takes the form of calls for project proposals intended for civil society, national and local authorities, managed by the International Union for Conservation of Nature (IUCN) Oceania based in Fiji. This component is the topic of the mid-term review.
- **Component B:**
 - o **Sub-component B1: Technical assistance** implemented by SPC and SPREP, to support PICTs in the identification, preparation and implementation of regional projects and mainstreaming of NbS for climate change adaptation into their activities, strategies and policies
 - o **Sub-component B2: Selection and financing of regional projects** comprised between EUR 1.5 million and EUR 5 million
- **Component C: Management and governance of the Initiative through the establishment of a Secretariat** to support AFD in the monitoring and implementation of Components A and B1, the identification, appraisal, monitoring and execution of Component B2 projects, the technical, administrative and financial follow-up of the Initiative, reporting to the Steering Committee and the definition and implementation of the Initiative's communication strategy.

AFD is responsible for the implementation of the Kiwa Initiative and is responsible for managing all the Kiwa funds. To do so, AFD has established partnership with key organizations in the region (SPC, SPREP and IUCN-Oceania Regional Office, ORO). SPC and SPREP are jointly in charge of the Regional Technical Assistance sub-component B1. **IUCN-ORO oversees the local projects Kiwa Project Component A, a portfolio of very small, small, and medium grants (EUR25,000 to 400,000) available to civil-society organizations, public institutions, national and local authorities in ODA-eligible countries of the Pacific and in the French overseas countries and territories. The French National Committee/IUCN ORO has been contracted as an on-grantee by IUCN-ORO and is in charge of OCT/Non-ODA field support, capacity and monitoring.**

1.2. Summary of Kiwa Project Component A objectives and key activities

The **overall Objective of the Kiwa-Kiwa Project Component A** is to strengthen the resilience of Pacific Island ecosystems, economies and communities to the effects of climate change.

The **specific objective/outcome** of the Kiwa-Kiwa Project Component A is to improve access to very small to medium-sized funding targeting nature-based solutions for climate change adaptation in the Pacific while mainstreaming gender equality and a human-rights-based approach.

The financing agreement between AFD and IUCN-ORO was **signed on November 18, 2020**, to achieve the overall and specific objectives of the Kiwa Project Component A, with a **period of implementation from November 18, 2020 to June 30, 2025**.

Due to a budget increase for the Kiwa Initiative, the Donors have decided to increase the budget of the Kiwa Project Component A from 6 to 11 M€. This allows an additional call for proposals to distribute more very small and small grants based on demand and proposal quality. Thus, an ongoing amendment to grant financing agreement number CZZ2560 09J between AFD and IUCN is currently under review. This amendment is set to extend the implementation of Kiwa Project Component A until March 31st 2027. Taking into account increase budget and the extension of the implementation period, the amendment details key elements as conditions precedent for all drawdowns other than the first, adds an additional result (Result 4), and introduces a requirement for obtaining AFD's no-objection on the list of proposed preselected projects after IUCN's first steering committee (concept note phase) and on

the list of proposed selected projects after IUCN's second steering committee (full proposal phase), among other changes.

The Kiwa-Kiwa Project Component A was originally composed of three key result areas summarized below and the fourth result is being added under the amendment:

Result 1. Strengthened capacities of local and national authorities, civil society organizations (including those that represent women and indigenous peoples), to design and implement rights-based gender-sensitive and socially inclusive very small to medium-scale projects on Nature-based Solutions for climate change adaptation at the local and national levels.

Result 2. A grant facility is established able to provide swift and easy access to resources, and to adapt to the varying conditions and situations encountered in PICTs.

Several calls for proposals will be organized in accordance with the objectives of the Kiwa Initiative. This approach for the specification of the strategic directions and investments priorities shall make sure that the grant scheme reflects the actual local needs and demand.

Result 3. Kiwa-Component A projects will be implemented in Pacific Island Countries and Territories (PICT), having a positive impact on the needs and priorities of the PICTs.

The indicative total number of grants distributed through the grant facility will be 47. The new indicative distribution of the total number of grants will be 20 Very Small, 17 Small and 10 Medium grants (compared to an initial indicative breakdown of 15 Very Small, 12 Small and 10 Medium grants without top up)

Result 4. Participation at national, regional and international level to share Kiwa Local Projects best practices and results in support of the Kiwa Initiative Community of Practice and coordination with other Kiwa Initiative projects.

Underlying these results, the Kiwa Initiative Kiwa Project Component A is being implemented through activities including **capacity building, call for proposals and project management** detailed in the grant financing agreement number CZZ2560 09J and its amendment under review.

Kiwa Project Component A released the first call for proposals for medium, small and very small grants in 2021. To date there has been 13 grants in the African, Caribbean and Pacific Group of States (ACP) signed under the Kiwa Initiative Local Projects Component. 8 are medium sized grants, 4 are small grants and 1 very small grant. For the Overseas Countries and Territories (OCT), there are 5 signed grants in total, out of which 2 are medium sized grants, 3 small grants and 0 very small grants. 12 countries have been covered (i.e. 10 ACP countries & 2 OCT countries). The 12 countries who are current recipients include Fiji, Solomon Islands, Vanuatu, Papua New Guinea, Timor Leste, Palau, Nauru, Samoa, Tonga and Niue (ACP Countries) and New Caledonia and French Polynesia (OCT territories).

The second call for proposals was launched on 20th September 2023 and selection of projects is ongoing both in ACPs and OCTs. A non-objection request to AFD has been granted for 12 pre-selected projects in ACPs and 10 pre-selected projects in OCTs, which have been invited to develop full proposals. These will go through IUCN due diligence process as they develop full proposals and those that are high risk and medium risk will be further assessed to lower risk through additional funds to increase their capacity and reduce risk level. There are preselected projects that will be invited to develop full proposals in the case that some does not pass the full proposal assessment and due diligence to ensure the grants allocation budget is fully utilised.

2. Rationale and Purpose

This Mid-Term Review responds to the Kiwa Initiative's concern to promote an enhanced dialogue on the results with its partners, to learn lessons from past operations and to provide objective information

on the proper use of the public funds from Kiwa donors. It also meets the criteria set by IUCN for conducting an independent assessment.

The main objective of the mid-term review is to formulate a credible and independent judgement on the key questions raised by the adequacy, implementation and impacts of the Kiwa Project Component A of the Kiwa initiative implemented by IUCN-ORO. The anticipated outcome is that the insights and recommendations gathered from this mid-term review will provide suggestions on any necessary adjustments in the project's approach and activities. Additionally, it is envisaged that the external perspectives obtained will contribute valuable insights to enhance the project and supplement the Monitoring, Evaluation, and Learning (MEL) system through an adaptive management approach.

The consultant(s) must give a fair representation of the different legitimate views that may be expressed and carry out the evaluation impartially. To consider, the plurality of views, the different stakeholders involved with Kiwa Project Component A must, whenever possible, be associated with the evaluation process.

3. Audience, key stakeholders and use

The primary designated recipients of this Mid-Term Review are as follows:

- The Project team, comprising the project manager and coordinators within IUCN-ORO, is responsible for managing the Project and specifically for implementing adjustments to enhance outcome delivery and efficiency.
- The Oceania Regional Office team, aimed at extracting lessons learned, to inform the future design and implementation of projects with a similar focus.
- The IUCN Monitoring and Learning team based in ORO and ARO, with the objective of refining the Project's monitoring and learning approach, to identify and share project accomplishments
- AFD and the Kiwa Secretariat, for the purpose of strategic implementation of the current Kiwa Project Component A until 31st March 2027 and to assess the relevance and possible modalities for further potential technical support, grants and capacity-building activities to be implemented by IUCN as part the Kiwa initiative Kiwa Project Component A through another potential top-up from AFD
- AFD for the purpose of supplying information to its other Kiwa donors.

4. Objectives and specific expectations from the mid-term review

Specific expectations from the mid-term review include the following aspects:

- 1) Regarding the grant facility, the consultant(s) will assess the alignment of selected grants with Kiwa's defined priorities (including climate adaptation via NbS) and IUCN Global Standard for NbS that was used as a guideline. Additionally, they will examine IUCN-ORO's strategy for small grant -from selection and allocation to management and monitoring- including the distribution among various categories of grants and the approach to achieving set objectives. Emphasis will be placed on understanding the influence of project readiness on selection criteria and whether sufficient support was provided for less prepared projects through capacity-building activities. The consultants will also evaluate how IUCN-ORO leveraged its experience

and lessons from other successful small grants programs (IUCN PPI, etc.) to manage Kiwa's local Kiwa Project Component A.

- 2) Regarding Kiwa Project Component A management, the consultant(s) will review the methodology/framework for project supervision and monitoring and assess reporting mechanisms' effectiveness. This involves evaluating technical and financial reporting mechanisms, impact monitoring tools, and the Kiwa Project Component A logical framework's structure and completion. The consultant will also evaluate cooperation and coordination between IUCN-ORO and FNC, focusing on project management, roles, and responsibilities between OCT and ACP. This includes providing recommendations as regards potential update of the current institutional setup for OCT activities coordination. Additionally, the consultant(s) will elaborate a list of recommendations as regards the articulation between IUCN HQ and ORO for the implementation of the Kiwa Project Component A.
- 3) Furthermore, the consultant will review how IUCN-ORO has adhered to procedures and their designed manual of procedures and effectively implemented them, contracted with selected third parties, managed payments, and ensured adequacy of IUCN-ORO staffing. The consultant(s) will propose relevant modifications or solutions, if need be.
- 4) Regarding capacity-building and learning from Kiwa-Kiwa Project Component A projects, the consultant will assess the effectiveness of capacity-building activities conducted by IUCN-ORO and FNC in meeting the needs of project beneficiaries. They will evaluate each project's contribution to climate change adaptation and communities' vulnerability reduction, alignment with policies, and responsiveness to community needs. As some projects are nearing completion in 2024, the consultant(s) will also examine strategies for implementing an effective Monitoring, Evaluation, and Learning (MEL) system and extracting insights, disseminating knowledge.
- 5) The consultant(s) will finally review IUCN-ORO's contribution and role within the Kiwa initiative more globally, including interactions with regional projects (Component B2). This evaluation will also encompass IUCN-ORO's involvement in Capacity-Building Component B1, considering how it leveraged its experience through initiatives like the NbS Academy and leadership in the Promoting Pacific Island Nature-Based Solutions (PPIN) project to benefit Kiwa.

5. Performance evaluation of the Kiwa Project Component A

This Mid-Term Review will adhere to the guidelines outlined in the IUCN Evaluation Policy (2023) and will employ a subset of the widely recognized OECD DAC Evaluation criteria, including relevance, coherence, effectiveness, efficiency, impact and sustainability.

The primary purpose of the Mid-Term Review is to investigate the Project's activities and accomplishments, aiming to evaluate the progress made thus far. The goal is to offer insights on how to optimize the potential for achieving the intended results and enhance learning during the remaining timeframe until the project's conclusion on 31st March 2027. Through the assessment of performance and lessons learned, the Mid-Term Review seeks to contribute to both learning and accountability.

For each of these criteria, evaluation guidelines are recommended hereunder. The consultant(s) is/are responsible for clarifying and completing them. The consultant(s) shall imperatively provide a value judgment (sometimes called a reasoned assessment) on each of the evaluation questions raised by the examination of the criteria. This judgment will be summarized in a few lines for each of the evaluation criteria in a one-page summary note in accordance with the model provided for endorsement during the Inception Phase by the consultant. This note shall be included in the summary of the report.

The specific objectives of the Mid-Term Review include:

Relevance

- How relevant are the Kiwa Project Component A activities in terms of responding to the objectives of the original Kiwa Project Component A proposal, of responding to PICT's priority needs and policies and other IUCN needs and priorities in relation to nature-based solutions for Climate Resilience?
- Has there been any change in the relevance of the Kiwa Project Component A since the launch of the Project? If so, what are the reasons that explain the change in relevance and where the Kiwa Project Component A was able to adapt to remain relevant?
- Analyse whether the Kiwa Project Component A 's approach addresses the needs and demands of the stakeholders, including at the community level and how it aligns with PICT's priorities on NbS for Climate adaptation.
- Assess the relevance of the tools / instruments / inputs applied by the Kiwa Project Component A for enabling Nature-based solutions for climate resilience and how it builds on IUCN institutional leadership on NbS, including tools such as the Global NbS Standard, EbA/CBFM, Management and restoration, protected areas and other NbS tools used by the Kiwa project.
- What needs to be done to make things work better in the frame of the Kiwa Project Component A implementation period?

Coherence

How well does the Kiwa Project Component A fit in its context? In particular:

- To what degree does the Kiwa Project Component A align with the national, sub-national and regional priorities concerning nature-based solutions for climate resilience?
- To what extent were the capacities of diverse implementing partners/grantees and other stakeholders meticulously considered during the Kiwa Project Component A's design phase?
- How effectively has the Kiwa Project Component A -maintained consistency in alignment with other IUCN projects, knowledge products, and stakeholder engagement processes at Regional and global levels?

Effectiveness

The consultant will assess the extent to which the Kiwa Project Component A's objectives were achieved at the mid-term period. To do so, the consultant will collect and critically analyze the Kiwa Project Component A indicators (as defined in the logical frameworks in Annex 1) and assess their evolution considering initial expected outcomes. The report will include an updated logical framework tracking the sub-component indicators and degree of achievement with close consultation with IUCN Kiwa ORO and AFD. In addition, the Consultant will identify and specifically assess activities planned under the Kiwa Project Component A which are significantly delayed and/or on hold compared to what was planned, with the objective of identifying explanatory factors and propose mitigation measures and recommendations to improve achievement before project completion.

Specific questions include:

- What has worked well and not worked well as expected?
- Are the activities implemented in accordance with the Kiwa Project Component A plans? If not, why?
- To what extent has the Kiwa Project Component A delivered on its outputs and do they contribute to the overall Kiwa objectives? (granting strategy and the set objectives)
- Do collaborative organizations work together effectively? Is the structure effective in achieving the desired outputs?
- How effective has the Kiwa Project Component A been in terms of organizing and facilitating common ground dialogues (concept note design, collaboration across teams, stakeholders mapping and engagement, communication, etc.)?
- How effective has the Kiwa Project Component A been in terms of compiling and disseminating key findings from the dialogues conducted so far? And in communicating any other key achievements internally and externally?
- How effective has the Kiwa Project Component A been in building capacities and training stakeholders?
- How effective has the Kiwa Project Component A been in identifying new project grant opportunities and developing new project proposals with a country perspective?
- How effective has the Kiwa Project Component A been in monitoring local project implementation and providing payments to on-grantees while ensuring smooth financial and administrative follow-up of the project as a whole?
- How effective has the Kiwa Project Component A been in building a record and repository of all the project-related documents, lessons learned, evidence-based decisions taken, their consequences, the level of engagement of decision-makers, and their progress.
- What is the overall cost-effectiveness of the Kiwa Project Component A?

Efficiency

- Are the available technical and financial resources adequate to fulfil the Kiwa Project Component AA plans? (including staffing within IUCN-ORO team in charge of the project delivery)
- Has the Kiwa Project Component A utilized project funding as per the agreed work plan to achieve the projected targets?
- Have there been any unforeseen problems? How well were they dealt with?
- Is there an effective process built into the management structure for self-monitoring and assessment, reporting and reflection?
- To what extent has the Kiwa Project Component A been able to adapt to any changing conditions to improve the efficiency of project implementation?

Sustainability and Impact

- Is the approach used likely to ensure a continued benefit after the end of the Kiwa Project Component A?
- Are all key stakeholders sufficiently and effectively involved? Are their expectations met and are they satisfied with their level of participation?
- Are alternative or additional measures needed and, if so, what is required to ensure continued sustainability and a positive impact?

- What is the likelihood of attaining long-term impacts, and are there foreseen challenges in realizing these lasting impacts?

Science/policy/action interface: To what extent is the knowledge or science produced or disseminated by the Kiwa Project Component A likely to influence policy (more specifically climate policies at different scales, including sub national policies (ie note only NAPS and NDCs or actions in the future (e.g. integration of recommendations in NAPs, NDCs)?

Gender, youth, communities and Indigenous People's rights and engagement: To what extent have those issues been considered and integrated in the design and implementation so far?

Communication and visibility: To what extent the communication and visibility component have enhanced the achievements of this component?

Rating of the performance of Kiwa Project Component A

In order to enhance the clarity of the positioning of the analysis, the consultant(s) shall assign a rating for each criterion (A: highly satisfactory; B: satisfactory; C: unsatisfactory; D: highly unsatisfactory) per key result area. It is important to be able to "score" the results in order to identify the more and less impactful/efficient aspects of the Kiwa Project Component A.

6. Mid-Term Review Methods and sources

A. Methods, sources and analysis

- Different sources will be used to verify information, and evidence will be validated through triangulation. Information and insights will be derived mainly from three key sources:
 - Document review - including Kiwa Initiative programme proposal, Grantees proposals, Project Implementation Reports, information and data collected through MEL system, and other relevant knowledge products developed by the Project so far, the documents which will be made available by IUCN-ORO as well as AFD and the Secretariat of the Kiwa Initiative to the successful applicant .
 - Key informant interviews – including interviews with Kiwa Initiative and other relevant internal IUCN staff (Oceania and Asia Regional offices, Global programmes), Grantees, project participants, government representatives and other relevant stakeholders and the Region (approximately 25-30);
 - Optional online survey or other methods proposed by the consultant.

B. Stakeholders to be consulted

- The Mid Term Review will adopt a consultative approach, seeking and sharing opinions with stakeholders at different stages throughout the MTR process. Stakeholder categories include, but are not limited to: IUCN Regional staff, project staff, project executing partners/grantees, and external stakeholders involved. External stakeholders may include decision-makers, government staff, partner NGOs, and/or the private sector, among others.
- The list of stakeholders to be consulted will be presented and validated through the inception report. The total number of stakeholders to be consulted in the different counties where the

Project is implemented. IUCN will provide a suggested list of stakeholders in different categories during inception. The evaluation team may propose changes or additions.

C. Sampling approach

- To date the project has been implemented in 19 countries and territories and is expected to expand further. The consultant may propose to sample three to four of the countries for interviews to ensure depth of analysis. The list of eligible PICTs is the following: Federated States of Micronesia, Fiji, French Polynesia, Kiribati, Nauru, New Caledonia, Niue, Palau, Papua New Guinea, Republic of Marshall Islands, Samoa, Cook Islands, Solomon Islands, Timor Leste, Tokelau, Tonga, Tuvalu, Vanuatu, and Wallis and Futuna
- The sample of countries will be confirmed during inception with the project team. Desk review of work in all countries/grantees is expected.
- That sample will also include both projects with a good implementation status and projects with remaining challenges

7. Evaluation deliverables

The evaluator(s) will be accountable for producing the following products for this Mid Term Review:

1. Inception report including methods and detailed evaluation matrix.
2. Draft evaluation report.
3. Final evaluation report, plus annex.
4. A PowerPoint presentation targeted to evaluation key audiences in which the key findings and recommendations from the Mid Term Review will be presented.
5. Specific meeting with Kiwa donors as main audience.
6. A two-page executive summary of key findings, lessons, recommendations and messages from the Mid Term Review report.

The evaluator(s) will be expected to develop an inception report that will include a methodological note based on the suggested questions above and suggesting additional questions or modifications to tailor the Mid Term Review to the Project's needs. The methodological note will include a review matrix (see annex B) presenting how each review question will be addressed, the data sources and the data collection methods and tools that will be used to gather additional data needed for the Mid Term Review and a set of criteria to rate the strength of the evidence collected.

Adequately addressing each key review questions will be the basis for IUCN to sign off on the completeness of the review report. The evaluator(s) will submit a draft report for further review by IUCN, AFD and key target audiences. The report should clearly and transparently demonstrate links between review questions, data collection, analysis, findings and conclusions. The conclusion and recommendations presented in the final report should be underpinned by a strong set of evidence and will be further explained during the final webinar.

Finally, evaluator(s) will produce a short but concise summary that can be disseminated to the wider public for general information on the project's results and performance.

The final report is expected to follow the format below:

- a. Title page including project identification details

- b. Executive Summary (including at a minimum the methodology, findings and recommendations)
- c. Table of Contents
- d. List of Abbreviations and Acronyms
- e. A short introduction to project/programme – context and description
- f. Purpose of the Evaluation
- g. Evaluation Issues and Questions
- h. Methodology (including approach to data analysis)
- i. Findings - organized according to the key evaluation questions
- j. Conclusions and lessons learned
- k. Precise recommendations that are actionable and clearly linked to findings and lessons, both for the current phase of the project and for a potential top up
- l. Annexes

The consultant(s) will provide general conclusions in order to make an overall assessment of the intervention being evaluated. The consultant(s) shall make a distinction between the specific conclusions, the validity of which is restricted to the Kiwa Project Component A being evaluated, and the conclusions of more general relevance. These conclusions must be ranked by order of importance and classified by order of reliability.

Given that this is a mid-term review at the end of the third year of a five-year project, it is particularly important that recommendations are actionable in a short time frame (1-3 months maximum). Recommendations must be operational and, consequently in a limited number, precise, with a clear time horizon (short, medium or long term). The consultant should absolutely avoid long lists of unrealistic recommendations. They may be addressed to IUCN-ORO, FNC, AFD as well as to all the stakeholders (operators, consultant engineer, Kiwa beneficiaries, etc.). The consultant must, however, make sure to mention for whom they are intended.

8. Travel requirements

Travel will be required to Fiji, Samoa and New Caledonia while interviews can be done remotely to other countries currently receiving grants such as Palau, French Polynesia, Timor Leste, Solomon Islands, Vanuatu and Niue.

It is expected that evaluator(s) will submit their deliverables according to the following schedule:

Milestone/Deliverable	Indicative Completion Date
Inception meeting	26 August 2024
Final inception report and approval	30 August 2024
Data collection and analysis phase completed	20 th September 2024
Draft report delivery	27 September 2024
Review and provide comments on draft report	4 October 2024
Final report delivery and approval	11 October 2024
Final presentation	18 October 2024
Two pagers summary document	18 October

10. Roles and responsibilities

This Mid Term Review is commissioned by IUCN and day-to-day management and coordination will be done by the Kiwa Initiative team of IUCN-ORO. The IUCN-ORO team will provide the necessary guidance during the MTR process. The MTR will be undertaken by an independent evaluation team, selected through IUCN's procurement process. Additionally, a "steering committee" (SC) including

IUCN-ORO, AFD and the Secretariat of the Kiwa initiative will be set up and tasked with in the review and commentary of the various deliverables.

11. Qualifications of the Evaluators

IUCN seeks individuals or teams of evaluators meeting the following criteria:

- Possession of an advanced degree (Master's or Ph.D.) in environmental science, ecology, climate science, biodiversity conservation, or a relevant field.
- A minimum of 5 years of pertinent experience in designing, planning, and/or executing conservation evaluations, demonstrating adeptness in both quantitative and qualitative data collection and analysis, particularly within environmental projects and grant-making endeavours.
- Comprehensive understanding of climate change, biodiversity conservation, and nature-based solutions, including up-to-date knowledge of current research, policies, and best practices.
- Knowledge of IUCN's relevant programmes and tools on Nbs (e.g. Global NbS standard) is a plus;
- Readiness to embrace innovative evaluation methods and adapt to the evolving landscape of climate change and biodiversity conservation.
- Proficiency in data analysis, and the capacity to effectively interpret and communicate intricate environmental data.
- Commitment to ethical standards and considerations, particularly when addressing sensitive environmental issues and potential impacts on communities.
- Fluent proficiency in English, both verbally and in writing, facilitating the clear communication of evaluation findings and recommendations to diverse stakeholders, such as project managers, funders, and the general public.
- Capacity to engage a dialogue with French speaking stakeholders is required. Fluent proficiency in French is plus;
- Requirements for team members to maintain complete independence from any organizations involved in the design, implementation, execution, or any aspect of the Kiwa Initiative is required
- Preferred prior experience in evaluation within countries where the Project is being implemented.
- Strong encouragement for women to apply, with selection based solely on merit.

12. Cost

- The work package will be between 40-50 man-days and RFPs to estimate their cost of daily rates and total man-days.

IUCN will cover travel expenses for the selected countries responsible for implementing the project, including Daily Subsistence Allowance (DSA), in accordance with IUCN policy.

Attachment 2 Declaration of Undertaking

DECLARATION in relation to RfP IUCN-24-06-P03443-1

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

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

Registered Address (incl. country): _____

Year of Registration: _____

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

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

I further confirm that the following statements are correct:

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

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

Attachment 3 Contract Template

TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

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

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

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

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

13. ETHICS, FRAUD AND CORRUPTION

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

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

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

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

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

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

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

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

15. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

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

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

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

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

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

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

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

16.4 Effects of Termination

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

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

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ANNEXES

[please list all annexes named in the Agreement]