



Request for Proposals (RfP) Consultancy Services

IUCN Centre for Mediterranean Cooperation, Ecosystem Resilience and Spatial Planning Programme

Issue Date: 14/08/2024

Closing Date and Time: 28/08/2024 at 23:59 CET (GMT+2)

IUCN Contact :

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Ecosystem Resilience and Spatial Planning

IUCN Centre for Mediterranean Cooperation

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. 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 950 staff 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/>

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the "Accelerating 30x30 and ecological connectivity in Europe and the Mediterranean" Consultancy Services. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	14/08/2024
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RfP Closing Date and Time	28/08/2024
Estimated Contract Award Date	05/09/2024

1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

1.5. Queries and questions during the RfP period

Proposers are to direct any queries and questions regarding the RfP to the above IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP.

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of your question confidential, you must state this at the time the question is posed.

1.6. Amendments to RfP documents

IUCN may amend the RfP documents by issuing notices to that effect to all Proposers and may extend the RfP closing date and time if deemed appropriate.

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23:59 CET (GMT+2) on 28/08/2024 by email to: arnau.teixidor@iucn.org. The subject heading of the email shall be [RfP – "Accelerating 30x30 and ecological connectivity in Europe and the Mediterranean" Consultancy Services - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

Any Proposal received by IUCN later than the stipulated RfP closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

1.10. Validity of Proposals

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP closing date.

1.11. *Evaluation of Proposals*

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.

PART 2 – THE REQUIREMENT



Terms of Reference for IUCN Consultancy

Title: Accelerating 30x30 and ecological connectivity in Europe and the Mediterranean

Objective of the Consultancy

This consultancy has the following objective(s):

1. Support the development of a strategy for the implementation of the **Act30 Initiative in Europe and the Mediterranean** region.
2. Support the delivery of the **Act30 Morocco** project.
3. Prepare and fundraise for an **event to enhance ecological connectivity conservation** in Spain and, if appropriate, replicate this in other priority countries in the Mediterranean.
4. Contribute to the development of **positional work on mainstreaming biodiversity and ecological connectivity within coastal urban and infrastructure planning** as part of the Ecosystem Resilience and Spatial Planning Programme of the IUCN Centre for Mediterranean Cooperation.

Background

Project Reference: P04773 / DR04344.39

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.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,400 Member organisations and around 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local

communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

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IUCN Centre for Mediterranean Cooperation Ecosystem Resilience and Planning Strategic Line

The IUCN Centre for Mediterranean Cooperation (IUCN-Med) was established in Malaga, Spain 20 years ago to coordinate and implement the global program of IUCN in the Mediterranean region. IUCN-Med works to bridge science, decision-making, management and action to conserve nature and accelerate the transition to sustainable development in the Mediterranean.

IUCN-Med implements innovative and targeted initiatives to address environmental challenges across six interconnected programmes of work, including Ecosystem Resilience and Spatial Planning (ERSP). The primary objective of the ERSP Programme is to advance the effective and equitable conservation and management of Mediterranean ecosystems, through strengthening systems of Protected and Conserved Areas and improving the mainstreaming of biodiversity in spatial and sectoral planning. As part of this, ERSP will contribute to achieving global targets on area-based biodiversity conservation, including Targets 3, 2 and 1 of the Kunming-Montreal Global Biodiversity Framework (GBF), which was adopted by the Convention on Biological Diversity (CBD) in December 2022.

The Act30 initiative and ecological connectivity

Target 3 of the GBF aims to effectively conserve at least 30% of terrestrial, inland water and coastal and marine areas by 2030. The target calls for the expansion and strengthening of systems of protected and conserved areas, ensuring they are ecologically representative, well-connected and equitably governed. Where applicable, they should also recognise indigenous and traditional territories and be integrated into wider landscapes and seascapes. Target 3 is interlinked with several other targets in the GBF. Most relevant for the ERSP's work on area-based conservation are interlinkages with Target 2, aiming to restore at least 30% of degraded areas, and Target 1, aiming to ensure all areas are under participatory, integrated and biodiversity-inclusive spatial planning and/ or effective management.

[Act30](#) is a global initiative, launched in 2023 by IUCN, the International Indigenous Forum on Biodiversity (IIFB) and Esri, bringing together governments, Indigenous Peoples, and local communities to map diverse and effective pathways to achieve Target 3 of the GBF. Act30 partners with countries to build and implement road maps for conservation that are effective, participatory, and equitable. The development of these roadmaps follows a '3D' approach that focuses on Data, Dialogue and Direction. IUCN-Med seeks to support the implementation of this global initiative at the European and Mediterranean regional level.

IUCN-Med is partnering with Morocco to support their implementation of Target 3 through the Act 30 Morocco project, which will run from February 2024 to December 2025. The project will use spatial conservation planning (SCP), to pinpoint areas of high biodiversity and their connectivity, alongside in-depth governance and social assessments to determine which people and groups have rights, mandates and substantial stakes in these areas, including government, local communities and other private actors.

IUCN-Med's ERSP programme is now exploring new avenues to strengthen the implementation of the area-based targets of the GBF in the Mediterranean, with a strategic focus on enhancing ecological connectivity and mainstreaming biodiversity conservation into spatial and urban planning. Ecological connectivity is defined as the unimpeded movement of species, connection of habitats without hindrance and the flow of natural processes that sustain life on Earth. Conserving ecological connectivity is central to safeguarding biodiversity and ecosystem functions while enhancing ecosystem's resilience to climate change. Being one of the most biodiverse countries in Europe, Spain has been identified as a priority country for advancing ecological connectivity, in line with international, regional and national commitments including Target 3 of the GBF, the EU Nature Restoration Law and Spain's National Green Infrastructure, Connectivity and Restoration Strategy. In addition, ERSP has identified an opportunity to integrate biodiversity, alongside climate change, into spatial planning in Mediterranean coastal areas, including urban areas. The rich biodiversity of the Mediterranean's coast is under pressure from a high level of diverse human activities. Adequately mainstreaming nature into coastal planning can help to simultaneously help address biodiversity loss and tackle climate change in these areas.

Description of the Assignment

The Consultant will be expected to contribute to the IUCN-Med ERSP programme by supporting the delivery of a package of activities linked to mainstreaming biodiversity, including ecological connectivity, into spatial planning in the Mediterranean region. These activities will be linked to existing initiatives, namely the global Act30 initiative, as well as ongoing projects, including the Act30 Morocco project, and the development of the urban and coastal land use management activities. This includes the participation to events, such as the IUCN Europe, North and Central Asia Regional Conservation Forum and a Union for the Mediterranean workshop in Casa Mediterranea, Alicante. Alongside strengthening ongoing work, the Consultant will also support the development of the ERSP Programme's Spatial Planning component, thereby contributing to shaping the Programme's future priorities and work.

More concretely, the Consultant will be expected to contribute to the ERSP's work in the following ways:

- Support the development of a strategy for the implementation of the global **Act30 Initiative in Europe**. The Consultant will explore the added value that the Act30 initiative might bring in the European and Mediterranean context and will support the identification of potential priority areas and actions to deliver on these. This will include participation in the IUCN Europe, North and Central Asia Regional Conservation Forum (RCF24ENCA), taking place in Bruges (Belgium) from the 30th of September to the 3rd of October 2024. During RCF24ENCA the Consultant will facilitate discussions with European IUCN Secretariat and Members to inform the development of the European Act30 strategy.
- Support the delivery of the **Act30 Morocco** project, which will serve as a reference for the development of the initiative in the wider **Mediterranean region**. The Consultant will provide technical support to the Spatial Conservation Planning activities of the project, in collaboration with IUCN PCA HQ Team, FIIB, and Esri. Spatial planning analysis will be based on the priorities of the Moroccan government and could include Protected Area coverage, ecological connectivity, and the identification of potential OECMs.
- Prepare and fundraise for an **event to enhance ecological connectivity conservation** in Spain. The Consultant will develop a proposal for an event to bring together key stakeholders to share lessons and advance ecological connectivity in Spain. The Consultant will identify potential funding sources for the event with the IUCN Med secretariat. If appropriate, the Consultant will explore whether similar events could be replicated in other priority countries across the Mediterranean.
- Contribute to the development of **positional work on mainstreaming biodiversity and ecological connectivity within coastal urban and infrastructure planning** in the Mediterranean. Building on the ERSP's previous work and strategic priorities, the Consultant will develop a session, aimed at territorial and urban planners in the Mediterranean, to strengthen the consideration of biodiversity and connectivity in coastal planning. This work will consider the Mediterranean's regulatory context and ongoing work, including efforts by the Union for the Mediterranean (UfM), UNEP PAP/RAC and UN Habitat who are working together to build capacity, exchange experiences and share best practices on regulating coastal zones across the Mediterranean. The Consultant will aim to deliver this session during an event organised by the UfM in Casa Mediteranea, Alicante, which will bring together relevant spatial and urban planning actors.

Duration of the Assignment

From September 2024 to December 2025 (1 months)

Deliverables and Activities

The consultant will provide the following deliverables and carry out the following activities:

Deliverable/Activity	Description	Deadline	Estimated workload (Days)

0. Kick-off meeting and workplan	Kick-off meeting and detailed workplan for the consultancy	Sep. 24	
1. Act 30 Strategy for Europe		Sep. 24 - Jan. 25	10
1.a RCF24ENCA	Support preparation and facilitation of an Act30 side event in the IUCN Regional Conservation Forum (Bruges, Belgium) to collect inputs from IUCN members on added value of Act30	30 Sept. - 3 Oct. 2024	4
1.b Identify priorities	Identify strategic priorities for the implementation of Act30 in Europe, based on desk research and consultations with key stakeholders	Nov. - Dec. 24	3
1.c Drafting strategy	Strategy, including the identification of added value and priority areas and actions, funding opportunities, developed (expected to be a short document, 4-5 pages, template will be provided)	Jan. 25	3
2. Act30 Morocco / Mediterranean strategy****		Oct. 24 – Dec. 25	25
2.a. Act 30 Morocco implementation support	Overall Technical support to the implementation of the Act30 pilot in Morocco, providing ad-hoc advice to the different activities (prioritisation/scoping workshop, spatial analysis, national dialogue)	Ad-hoc	5
2.b Prioritisation workshop	Support the organisation and potential attendance of a meeting with the Moroccan National Agency for Water and Forest (ANEF) to prioritize activities in the country	Dec. 24	5***
2.c Spatial planning analysis	Contribute to the spatial planning analysis of Morocco's Protected and Conserved Area system to be done by ESRI	March 25	5 ***
2.d National Dialogue Workshop	Contribute to the planning of a national dialogue workshop	TBC	5***
2.e. Act 30 Med Strategy	Support the development of an Act30 strategy for the Med, building on the European strategy and the pilot activities in Morocco.	Nov 25	5
3. Connectivity Dialogues		Jan. – Sept. 25	5
3.a Prepare the connectivity dialogue in Spain	Prepare and fundraise for the Spanish "Connectivity dialogue" proposal, focusing on accelerating ecological connectivity in Spain	March 2025	3
3.b. Expanding connectivity dialogues in the Med	Develop a plan for expanding the connectivity dialogues or related settings in Spain/Med, MedConnecta and other IUCN initiatives.	Sept. 2025	2
4. Development of the ER&SP strategic line		Oct. 24 – Jun. 25	10

4.a Prepare a workshop session on mainstreaming biodiversity into coastal planning	Develop a session, aimed at territorial and urban planners in the Mediterranean, to strengthen the consideration of biodiversity and connectivity in coastal planning, including providing input to the concept note	Nov. - Dec. 24	2
4.b Participate in training workshop****	Participate to UfM 2/3 day workshop delivering a session on biodiversity and connectivity for urban and spatial planning policy makers in the Mediterranean, to be held in Casa Mediterranea, Alicante	TBC**	3*
4.c Develop position document for IUCN Med added value in urban and spatial planning	Building on the results of the workshop, continue the development of a technical paper on "Spatial Planning for climate change and biodiversity in the Mediterranean coastal region", building on an existing concept note.	Jan. 24 - Dec. 25	5 - X

* Travel and trainer fees for the workshop normally covered by the organisers. ** Expected to be held in the last week of November or first week of December 2024. *** Workload will depend on the nature of the event and if the consultant is participating on site. **** In case the workload in those activities are lower than expected, the time will be allocated to activity 4.c.

Payment Schedule

The Timetable below summarises the chronological order of deliverables and indicates milestones at which IUCN will pay the Consultant.

Deliverable	Trigger	Milestone payment
Workplan	September 2024	20%
Act30 Europe Strategy Alicante Workshop Report	January 2025	30%
Input to Act3 Morocco project provided	April 2025	20%
Act 30 Med Strategy Technical paper draft	Dec 2025	30%

Skills and Experience

The consultant must have the following skills, education and experience as a minimum:

- Knowledge of area-based conservation, land use planning and ecological connectivity, with a focus on the Euro-Mediterranean region.
- Expertise in GIS and how spatial technology can support conservation planning.
- Understanding of IUCN mission, tools and relevant knowledge products.
- Membership of a relevant IUCN Commission and specialist group will be valued
- Fluent in English, working knowledge of Spanish and French will be valued.

Supervision and coordination

The consultant will report to and work under the supervision of the Ecosystem Programme Manager and Regional Programme Coordinator.

PART 3 – THE EVALUATION MODEL

The selection of the candidate for this consultancy will be based on:

- Experience and expertise in relation with the goals and activities of the ToRs (CV) (80%)
- Language skills - English, French and Spanish (CV) (10%)
- Cost (Financial proposal) (10%)

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

By participating in this RfP, Proposers are indicating their acceptance to be bound by the conditions set out in this RfP.

This Part details all the information Proposers are required to provide to IUCN. Submitted information will be used in the evaluation of Proposals. Proposers are discouraged from sending additional information, such as sales brochures, that are not specifically requested.

Each of the following must be submitted as a separate document, and will be evaluated separately.

4.1. Declaration

Please read and sign the Declaration for [company/organisation](#) or [self-employed individual](#) as applicable and include this in your proposal.

4.2. Technical information/Service Proposal

Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see section 4.1 above and Part 6)
- Detailed CV of the proposed Consultant
- Motivation letter outlining how you meet the education, skills and experience requirements outlined in the Terms of Reference
- Financial Proposal including Rates and Prices (see section 4.3 below)

4.3. Pricing information

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

Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

Applicable Goods and Services Taxes

Value Added Tax (VAT) and other taxes should be included in the proposal. IUCN is not acting as a business or professional nature entity for VAT purposes and therefore the consultant should charge in its invoices the VAT or analogous tax accordingly. In case that the consultant is exempt of VAT or equivalent tax in its jurisdiction, it should include a note in the invoice document informing of this issue and mentioning the law that applies.

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in EUR.

PART 5 – PROPOSED CONTRACT TEMPLATE

Below is the proposed Contract for the “Accelerating 30x30 and ecological connectivity in Europe and the Mediterranean” Consultancy Services. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN’s discretion.



Contract Template

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
ACTIVITY CODE	

CONSULTANCY AGREEMENT (the “Agreement”)

Between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Spain through the Centre for Mediterranean Cooperation of IUCN, with its offices located in Calle Marie Curie 22, P.T.A. 29590, Campanillas, Málaga, with CIF W0391213F, (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;

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

1.2 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor’s auditor(s) access to such records during normal business hours

and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

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

3. INDEPENDENT STATUS

3.1 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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

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

4. OBLIGATIONS

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

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

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

5. REMUNERATION

5.1 As full remuneration for the services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

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

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

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

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

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

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

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

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

5.7 VAT and other taxes are included in the above-mentioned amount. IUCN is not acting as a business or professional nature entity for VAT purposes and therefore the consultant should charge in its invoices the VAT or analogous tax accordingly. In case that the consultant is exempt of VAT or equivalent tax in its jurisdiction, it should include a note in the invoice document informing of this issue and mentioning the law that applies.

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

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

13. ETHICS, FRAUD AND CORRUPTION

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

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

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

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

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

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

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

15. PROCESSING OF PERSONAL DATA

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

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

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

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

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

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

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

16.4 Effects of Termination

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

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

field of specialization.

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

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

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

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

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

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

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

ANNEXES

[please list all annexes named in the Agreement]

PART 6 – DECLARATION OF UNDERTAKING

(select 6a for companies or 6b for self-employed as applicable to you)

6a

PROPOSER'S DECLARATION FOR SELF-EMPLOYED WORKERS

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

Full name (as in passport):

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

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable, including Personal Data as defined by the European Union's General Data Protection Regulation (GDPR). I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

I further confirm that the following statements are correct:

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

<Date and Signature>

6b

PROPOSER'S DECLARATION FOR COMPANIES

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

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

I further confirm that the following statements are correct:

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

<Date and Signature of authorised representative of the Proposer>
< Name and position of authorised representative of the Proposer >

PART 7 – DEFINITIONS

For the purposes of this Request for Proposal (RfP) the following definitions apply:

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	Means IUCN, International Union for Conservation of Nature and Natural Resources.
IUCN Contact	Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.
Proposal	Means a written offer submitted in response to this Request for Proposals.
Proposer	Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.
Requirement	Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.
RfP	Request for Proposals