



NOTE: Updated version with deadline extended to 10 December 2024, and added clarifications to Procurement Timetable.

Request for Proposals (RfP)

Nature-based Solutions for Coastal Adaptation Expert - Interreg EuroMED NaTour4CChange project

IUCN Centre for Mediterranean Cooperation, Ecosystem Resilience and Spatial Planning

RfP Reference: NT4CC – NbS

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: Emmi Lindqvist, Marine Biodiversity and Blue Economy Assistant, emmi.lindqvist@iucn.org & Rosario Galán, Programme Officer Ecosystem Resilience and Spatial Planning rosario.galan@iucn.org.

3. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
13 November 2024	Publication of the Request for Proposals
22 November 2024	Deadline for submission of questions
27 November 2024	Planned publication of responses to questions
10 December 2024	Deadline for submission of Proposals to IUCN (“Submission Deadline”)
16 December 2024	Clarification of Proposals
18 December 2024	Planned date for contract award
20 December 2024	Expected contract start date

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)
- 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	Proposal is within the available budget of 50,000 EUR.
5	Consultant or consultancy team has full working proficiency in English.

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
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1	In-depth knowledge and experience in the identification, design and evaluation of Nature-based Solutions for coastal adaptation to climate change impacts	<p>Justification in the technical proposal of the capacity and experience of the consultant or team, highlighting previous experience in the identification, design and evaluation of Nature-based Solutions in the context of coastal adaptation to climate change. Specify knowledge of NbS Standards and tools, particularly the IUCN Global Standard for NbS and its criteria, as well as the IUCN NbS Self-Assessment Tool, or similar tools and standards. The consultant(s) shall also justify their capacity and experience working in coastal Mediterranean destinations, and mention membership to relevant professional bodies, networks or working groups related to NbS (e.g. IUCN Commission on Environmental management).</p> <p>Full CVs of team members to be involved in the consultancy, including relevant academic background and previous roles and projects.</p>	30%
2	Knowledge and experience developing mechanisms and models for NbS for climate adaptation financing	Same as above, highlighting the experience and expertise of the consultant or team in developing financial mechanisms and models for NbS deployment, including public, private and blended finance approaches.	15%
3	Clear, innovative and coherent methodology	Description of the methodology to be used to implement this consultancy in the technical proposal, including your understanding of the assignment, approach, and a tentative workplan, timeline and roles. Explain how the approach and methodology align with the objectives and considers the complexities of the consultancy. Explain how you foresee the development of final deliverables (NbS development methodology, training content, feasibility report, etc.), including review and control points.	30%
4	Team composition and clarity of roles	Outline clearly in the technical proposal the composition and roles of the consultancy team, and how each member will provide added value to the consultancy. In case of individual consultants, demonstrate capacity to fulfil the different requirements of the assignment.	10%
5	Portfolio of previous reports/studies relevant to the consultancy	Provide in the technical proposal links to previous examples of deliverables, reports or publications produced by the team, that are relevant in the context of this	10%

		consultancy (case studies, guidelines, best practices, assessments, etc.)	
6	Mediterranean language knowledge	Knowledge of relevant Mediterranean languages for the project (French, Spanish, Italian, Greek, Croatian) of the consultant or each team member, as per provided CV(s).	5%
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.

The maximum budget available for this consultancy is 50,000 € (VAT and all taxes incl.)

4.5.2. *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 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*

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.

4.5.4. *Currency of proposed rates and prices*

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

4.5.5. *Breakdown of rates and prices*

Financial proposals should include a detailed cost breakdown by activity, listing the consultant or team member involved and their daily rates.

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 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:	90%
Financial:	10%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 90\% + 77 * 10\% = 74.7\% + 7.7\% = 82.4\%$.

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. 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 60 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 1,400 Member organisations and some 16,000 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*



Interreg
Euro-MED



Co-funded by
the European Union

**Sustainable
tourism**



Terms of Reference for IUCN Consultancy

Title: Nature-based Solutions Expert to support approach drafting and implementation of NbS approaches to be tested in NaTour4CChange project's pilot destinations (Act. 1.7, 3.5 and 3.6)

Introduction

The Mediterranean region is one of the most vulnerable hotspots in the current biodiversity and climate crises, warming 20% faster than the global average and being the second biodiversity hotspot in the world. The increase of severe climate events is also likely to influence the choice of destinations and time to travel for its over 510 million inhabitants. The effects of climate change will put additional pressure on already strained ecosystems and vulnerable economies and societies, with tourism being one of the most affected economic sectors.

The recent Transition Pathway for Tourism and the Glasgow Declaration are building a global momentum for Climate Action in Tourism, but policymakers and destinations need support to better develop efficient climate mitigation and adaptation policies using ecosystem-based approaches and improved multi-level governance structures, including robust planning and ensure the long-term engagement of the private sector and citizens. Indeed, ecosystem-based management is considered a good practice to effectively deal with these threats as it considers the different stakeholders and factors affecting ecosystems and the mechanisms involved, in order to find solutions.

The [Interreg Euro-MED NaTour4CChange project](#) (2024-2026) builds on and capitalizes on successful experiences at the Mediterranean and global level to test solutions for increasing the resilience of coastal destinations in the Mediterranean. The project will aim to set common methods to allow participating regions to assess their tourism-related climate adaptation and mitigation priorities, and take climate action via plans and strategies, supported by cooperative governance.

In coastal destinations, cross-sector teams will deliver specific tourism Climate Action Plans, focusing on climate adaptation, where Nature-based Solutions (NbS) will be identified, designed and/or evaluated, while financial models will be developed to ensure the feasibility of their deployment. At the same time, innovative destination marketing and communication approaches will engage private stakeholders, visitors, and residents in climate action.

The project will also ensure cross-fertilization among participating regions and destinations, to achieve common methods and to compare the different tested plans and solutions, leading to lessons, best practices, and policy.

Within the project, **IUCN leads WP3 “Pilot destination resilience”**, whose objective is to increase the climate resilience of the project’s pilot tourism destinations through a long-term planning of evidence-based activities to adapt the destination to climate change through the implementation of an Ecosystem-based Adaptation (EbA) approach and the deployment of Nature-based Solutions (NbS). The 5 or 6 **pilot destinations** of the project are:

1. Cabo de Gata-Níjar Natural Park, (Andalucía, Spain)
2. Island Dugi Otok (Municipality of Sali, Croatia)
3. Nature Park Hutovo Blato (Municipalities of Čapljina and Stolac) and the municipality of Neum (Bosnia and Herzegovina)
4. Marine Protected Area of Capo Carbonara (Sardinia, Italy)
5. Ori Zarkou and Koufonisi Island (Crete, Greece)
6. A sixth pilot destination in the south of France (pending confirmation).

The pilot destinations selected within this project are all coastal destinations with tourism pressure that are witnessing the effects of climate change, seeking to adapt to and mitigate the impacts through the development and implementation of Nature-based Solutions (NbS).

Each pilot destination is in a different situation with regards to their climate action journey and the development and implementation of NbS. While some pilots already have clearly identified NbS actions ready for implementation, others need to start from the identification and design phase. The consultant is expected to support each pilot destination in its current phase and provide guidance for the development of those actions possible within the timeframe of the project as well as support developing a vision for a post-project future. For this reason, the ToR makes reference to “design/implementation/testing” of NbS in the pilot destinations. It is not expected that the consultant support each pilot destination in the entire process of design, implementation and testing of an NbS, but rather to meet and support the destination in their current phase and within the timeline provided by the project.

The work to be developed by the pilot destinations is supported by a **Tourism Climate Action Taskforce**, which brings together the main public and private stakeholders at the local level that are crucial for climate action planning in tourism. Each Taskforce is supervised by a project partner and supported by IUCN and other technical project partners.

Each pilot destination will develop a **Destination Tourism Climate Action Strategy/Plan** as part of this project, detailing the Nature-based Solutions to be implemented in the destination in the medium and long term. This Strategy/Plan is to be taken into account when implementing this consultancy.

The tasks outlined within this consultancy, although primarily centred around **WP3 Pilot destination resilience**, are linked to the project’s **WP1 Methods and Learnings**, which establishes the methodologies to be used in the pilot destinations.

To deliver this set of activities, IUCN Med is seeking external expert support. Due to its nature, the consultancy is intended for a company or a group of consultants with the necessary expertise and availability to fulfil all the detailed activities and objectives. Proposals from individual consultants evidencing their capacity to address all aspects of the work will be also considered.

The duration of the contract is approximately 20 months, from December 2024 to August 2026.

Objective of the Consultancy

The objective of this consultancy is to support IUCN-Med throughout the duration of the project in the development of NbS-related activities in the six pilot destinations. In particular, this consultancy aims to:

1. **Develop a methodology** for designing/implementing/testing NbS approaches in the project pilot destinations (Project Activity 1.7). The methodology is to be included in a manual (**NbS for Coastal Destinations Climate Action manual**), also to be developed by the consultant (Project Deliverable 1.7.1).
2. **Design and deliver one (in-person) NbS training** for pilot destinations (Linked to Project Activity 3.5).
3. **Support pilot destinations in the design/implementation/testing of at least one Nature-based Solution in each pilot destination** (Project Activity 3.5) and support destinations in its inclusion in an **Implementation Report** (Project Deliverable 3.5.1).
4. **Support each Tourism Climate Action Taskforce to apply the common method previously developed** (Project deliverable 1.7.1) **to assess the feasibility of the designed/ implemented/tested NbS against the Climate Action Plan** (Project Activity 3.6).
5. **Participate in one in-person Experience Exchange** event between pilot destinations (second semester of 2025) (Project Activity 3.7).

Description of the Tasks

The consultant will be specifically responsible for the following activities and tasks:

0. **Workplan.** The consultant will provide an initial workplan (**DELIVERABLE 0**) including the timelines for the development of each activity, including any relevant drafts as well as sufficient time for IUCN to review and provide feedback. This will be a live document to be updated and used throughout the consultancy (by 24 December).
1. **Develop a methodology for designing, implementing and testing NbS approaches** in the project pilot destinations (Project Activity 1.7) (December 2024 – April 2025).
 - The consultant will develop a rapid **diagnosis of the pilot destinations** to learn about their current level of knowledge and potential gaps with regards to NbS development and implementation, as well as their plans for NbS actions (i.e. whether they have already identified one or several potential NbS or are still in the identification/design phase, etc.) This diagnosis aims to establish a baseline to support the consultant in adapting to the needs and current situations of each destination.
 - **Desk-based study for the identification of existing and innovative Nature-based Solutions for coastal territories**, to provide inspiration and ideas for pilot destinations, and criteria to assess their benefits for tourism sector adaptation. Given the many climate change related pressures that pilot destinations may be facing, it is possible that NbS alone cannot cover all of them, so NbS approaches should be understood as part of the overall Climate Adaptation Plan/Strategy in destinations.
 - Building on the [IUCN Global Standard for Nature based Solutions](#), and other relevant resources developed inter alia by IUCN, UNEP and on Ecosystem-based Adaptation

(EbA) and NbS for resilience, adaptation and disaster risk reduction, the consultant will **develop a methodology** that provides the knowledge and methods for the pilots to implement NbS approaches in their destinations. This methodology will be used by pilot destinations for designing, implementing and/or testing NbS approaches or actions, depending on the current situation and starting point of each destination.

N.B. The consultant shall take into consideration that the IUCN Global Standard on Nature-based Solutions may undergo an update during the assignment, however no major changes are expected to be introduced.

- The methodology developed shall also have a strong focus on the **socioeconomic feasibility** of the different NbS and include proposals on different financial mechanisms and models for NbS implementation, including approaches to engage tourism private sector stakeholders.
- This methodology will be included in an **NbS for Coastal Destinations Climate Action Manual**, to be developed by the consultant (Project Deliverable 1.7.1) (**DELIVERABLE 1**) by 30 April 2025: the manual will provide guidelines for identifying, developing, implementing, testing/assessing and financing an NbS approach, with existing case study examples. The manual shall include final text, images, graphs, etc. The layout and design will be done by IUCN.

A close-to-final draft of the manual (**DELIVERABLE 1A**) will be delivered before the training described in Task 2 below. The final manual (**DELIVERABLE 1B**) will include any refinements that may result from the training and the input of the pilot sites attendees.

2. Design and deliver one (in-person) NbS training for pilot destinations (linked to Project Activity 3.5) (by 31 March 2025):

- The consultant will design and deliver one in-person NbS training for project partners, regions and destinations that aims to build destinations' knowledge on the identification, design, development, implementation, testing/assessment and financing of NbS approaches and support the NbS actions in pilot destinations.
- The consultant will build the training contents on the previously developed NbS Coastal Destinations Climate Action Manual (Deliverable 1.7.1), adding tangible recommendations for pilot destinations to start drafting NbS activities. The aim of the training is to provide a solid basis for destinations to be able to carry out the NbS activities planned within the framework of the project, including the IUCN NbS Standard and Self-assessment Tool.
- The capacity building shall include practical examples and workshop sessions for the destinations to start applying the concepts learnt.
- Training outcome: Pilot destinations have the necessary knowledge and tools to start or improve the NbS deployment in their destinations. The consultant must assess the understanding of the training attendees (i.e. the success of the training) and shall provide a short summary of NbS training and assessment of the training success (**DELIVERABLE 2**).
- The training will be held in-person (Mediterranean location, TBC) and is planned for March 2025, expected to last 1.5 to 2 days. The consultant's travel and participation costs will be covered by IUCN (as agreed beforehand) and therefore do not need to be included in the financial proposal.

3. **Support project partners in the design/implementation/testing of at least one Nature-based Solution in each pilot destination (Project Activity 3.5)** (January 2025 to June 2026):
- The consultant will **support each pilot destination in the deployment of NbS** for coastal adaptation. taking into consideration the methodologies developed as part of the project, as well as the coastal tourism-related climate change issues identified for each region and the Climate Action Plans/Strategies developed. The deployment of the NbS will also build on the manual and training previously provided, and regularly check the alignment with the criteria of the IUCN Global Standard for NbS.
 - **Support the identification on NbS, their prioritisation**, as well as the design/ implementation/testing (depending on the pilot starting point) of at least one of the NbS **included in the Climate Action Plan/Strategy** for each pilot destination, taking into consideration the NbS that can be potentially most effective in contributing to the climate resilience of the destination in question, to be developed within the framework of the project. Therefore, the consultant shall be able and available to provide personalised support (e.g. via regular online meetings, to be agreed with the pilot coordinators) to each destination for the development of the identified NbS activities.
 - The consultant is expected to provide a mid-term **Summary progress report of each destination's NbS actions (DELIVERABLE 3A)** with regards to these activities, which shall also include information on the regular communication between the consultant and the pilot destinations (e.g. a table detailing the date, participants and topics of monthly video calls) (by early December 2025).
 - Support each pilot destination in the development of a **Nature-based Solutions Implementation Report (Project Deliverable 3.5.1)** describing the selected solution and the completed/planned actions within and outside the project framework (one report per pilot destination, five-six in total, to be redacted by the pilot destinations with the support of the consultant) (**DELIVERABLE 3B**) (by 30 June 2026).
4. **Support each Tourism Climate Action Taskforce in evaluating the designed/implemented/tested NbS, assessing their feasibility (Project Activity 3.6), and developing case studies and guidelines** (January 2026 to June 2026):
- Support each destination in the development of an **NbS Feasibility Report (Project Deliverable 3.6.1) (DELIVERABLE 4A)** outlining the potential of NbS for providing future benefits, and the business and financial models and approaches to be put into place for delivering the solution, including how to mobilize resources from the tourism industry and from carbon sequestration benefits. The report shall also consider the capacity of the different pilot destinations to implement the NbS.
 - Develop **Business and financial model guidelines for NbS implementation** (one document, to be developed by the consultant, **DELIVERABLE 4B, by 30 June 2026**) in coastal destinations (Project Deliverable 3.6.2). These guidelines will build on the results from Project Deliverable 3.6.1.
 - Prepare with the support of pilot destination coordinators and IUCN team a minimum of **three case study examples from the project's pilot destinations to be included in the [IUCN PANORAMA Solutions platform](#) (DELIVERABLE 4C)** (by 30 June 2026).
5. **Participate in the project final event in-person to lead an NbS Experience Exchange learning session between destinations (Project Activity 3.7).**

- Provide input to the agenda and structure of the event, which will be designed and delivered by IUCN and project partners.
- The in-person event will be held by June 2026, location TBC (Mediterranean country). The consultant's travel and participation costs will be covered by IUCN (as agreed beforehand) and therefore do not need to be included in the financial proposal.
- The consultant will facilitate a 1.5 - 2-hour session in this exchange event to share results and collectively identify lessons and learnings from the tested NbS in all the pilot destinations (**DELIVERABLE 5**), that will inform the project evaluation and capitalisation report (Project Deliverable 1.10.1) as well as D.3B and D.4 (A, B, C).

Deliverables

In relation to the above activities, the consultant will provide the following deliverables, by the following tentative deadlines:

Deliverable	Description	Tentative deadline
D.0	Workplan (Gantt Chart)	By 27 December 2024
D.1A	NbS Coastal Destinations Climate Action Manual draft (Project Deliverable 1.7.1)	By early March 2025
D.1B	NbS Coastal Destinations Climate Action Manual final version (Project Deliverable 1.7.1)	By 30 April 2025
D.2	Summary report of NbS training, including an assessment of the training success (Project Act. 3.5)	31 March 2025
D.3A	Summary progress report of each destination's NbS actions	Early December 2025
D.3B	Inputs into the Nature-based Solutions Implementation Report (3.5.1)	30 June 2026
D.4A	Inputs into NbS Feasibility Report (Project Deliverable 3.6.1) of pilot destinations	30 June 2026
D.4B	Business and financial model guidelines for NbS implementation (Project Deliverable 3.6.2)	30 July 2026
D.4C	3 case study examples for IUCN PANORAMA Solutions platform	30 July 2026
D.5	Inputs into Final event report and Capitalisation report. (Project Deliverable 1.10.1)	31 July 2026

Workload, Duration and Payment Schedule

The assignment is estimated for a total of up to 20 months, from December 2024 to August 2026.

The payment structure proposed is as follows:

- 20% upon contract signature and submission of Deliverable 0.
- 20% upon submission of Deliverables 1 and 2 (April 2025)
- 20% upon delivery of Deliverable 3.A (December 2025)
- 40% upon delivery of all deliverables (31 July 2026).

Budget

The maximum budget for this consultancy is **50.000 €**, including VAT and all relevant taxes. Please note that all costs related to the organisation of the capacity development event(s) will be covered by

IUCN and therefore shall not be included in the proposed budget. All consultancy-related travel costs will be reimbursed by IUCN, provided they are all reviewed and approved by IUCN beforehand.

Supervision and coordination

The consultant will report to and work under the supervision of the Programme Officer for the Ecosystem Resilience and Spatial Planning Team at IUCN-Med.

Profile

Skills and Experience

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

- Strong understanding of the concept of Nature-based Solutions, particularly the IUCN Global Standard for Nature-based Solutions (and relevant guidelines), as well as the design, implementation and evaluation of coastal NbS projects/actions and financial models and mechanisms
- Sound knowledge of Mediterranean natural resources, climate change related risk/impacts, protected areas and coastal ecosystems, biodiversity threats and dynamics (natural ecological interactions and ecological drivers).
- Sound knowledge in coastal Mediterranean governance issues and conceptual frameworks such Integrated Coastal Zone Management (ICZM), Maritime Spatial Planning (MSP), etc.
- Ability to work independently and liaise with project partners to support the development of individualised NbS actions in coastal destinations.
- Ability and availability to deliver at least one capacity development event to project partners, including post-event reporting and follow up.
- Ability and availability to fulfil the described activities between December 2024 and June 2026.
- Full professional proficiency of English. Knowledge of other Mediterranean languages is considered an advantage.
- For further details see Section 4.4 (Technical proposal) of the Request for Proposals (RfP).

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

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

I further confirm that the following statements are correct:

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

<Date and Signature>

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 >



Attachment 3 *Contract Template for Self-Employed (similar contract template is used for businesses)*

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 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.

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]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]