



Request for Proposals (RfP)

Consultancy Services to Develop a Bankable Biodiversity Conservation Project through Multi-Stakeholder Dialogues

IUCN ORO, BIODDEV2030 Phase 2
RfP Reference: IUCN-25-02-P04570-2

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: evia.tavanavanua@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 contact you.

DATE	ACTIVITY
26 th of February 2025	Publication of the Request for Proposals
5 th of March 2025	Deadline for Expression of Interest
7 th of March 2025	Deadline for submission of questions
10 th of March 2025	Planned publication of responses to questions
24 th of March 2025	Deadline for submission of proposals to IUCN (" Submission Deadline ")
25 th of March 2025	Clarification of proposals
26 th of March 2025	Planned date for contract award
31 st of March 2025	Expected contract start date

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

4. COMPLETING AND SUBMITTING A PROPOSAL

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

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

- 4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

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

- 4.3.

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

- 4.4. *Technical Proposal*

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

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

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

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

Stage	Criteria	Score (%)
Technical Evaluation	Suitability of proposed methodology and work plan	30%
	Qualifications, Experience, Expertise in similar assignments	40%
	Interpretation of the Terms of Reference	15%
	Implementation schedule	15%
Total		100%

4.5. *Financial Proposal*

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

4.5.2. *Prices include all costs*

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

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

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

4.5.5. *Breakdown of rates and prices*

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

	Description	Quantity (days)	Unit Price	Total Price
1	Consultant daily fee			
2	Logistic fee			
	TOTAL			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account 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. *Technical Evaluation*

5.2.1. *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.

5.2.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.2.3. *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.

5.3. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.2.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.4. *Total Score*

Your proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical:	70%
Financial:	30%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 70\% + 77 * 30\% = 58.1\% + 23.1\% = 81.2\%$.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

- 6.1. IUCN is using the Invitation Procedure for this procurement. This means that only invited bidders may submit a proposal. IUCN typically invites from four to six bidders to submit a proposal.
- 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 two or more evaluators in accordance with the evaluation criteria stated in in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

7. **CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

- 7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

- 7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
- 7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
- Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2)
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
 - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
 - Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

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

12. ATTACHMENTS

Attachment 1 Specification of Requirements/Terms of Reference

Title: Consultancy Services to Develop a Bankable Biodiversity Conservation Project Proposal in Vanua Levu through Provincial Multi-Stakeholders Dialogue

1. Introduction:

Phase 1 of the BIODDEV2030 project was carried out from 2020 to 2022, with each implementing agency (IUCN and WWF) overseeing 16 countries. The project's overarching goal is to contribute to halting biodiversity loss by 2030 and restoring biodiversity by 2050 while fostering more sustainable and resilient economies. The strategy for phase 1 focused on accelerating the mainstreaming of biodiversity into key economic sectors that are crucial for both biodiversity (Bio-) and development (DEV). This approach aimed to address the root causes of biodiversity decline. Diagnostic analysis was conducted, concluding that agriculture (specifically the kava subsector) and fisheries (particularly the coastal fisheries subsector) are the two major sectors contributing to biodiversity loss in Fiji. Through mapping of the Key Biodiversity Areas, data analysis from the Ministry of Agriculture and the Ministry of Fisheries, and multi-stakeholder consultations, it was determined that Cakaudrove Province (particularly the Natewa/Tunulua district, Taveuni, and Qamea Island) and Macuata Province are the two landscapes for intervention. While voluntary commitments were identified in Cakaudrove Province, those for Macuata Province were not completed during the project phase due to the project's tight timeline.

Phase 2 of the BIODDEV2030 project builds on the lessons learned from Phase 1 and utilizes the diagnostic information generated during Phase 1 to advocate for reforms in sectoral public policy instruments. These reforms aim to reduce biodiversity loss and promote more sustainable production practices that balance biodiversity preservation with the goal of building sustainable and resilient economic development. BIODDEV2030 phase 2 supports landscape stakeholders to collectively build a project that will favour sustainable production practices in the pilot project area, Cakaudrove, and Macuata Landscape.

Located in the northern part of Fiji, the Cakaudrove and Macuata Province is home to key biodiversity hotspots, including endemic and endangered species, as well as socio-economic activities such as kava production and natural resource utilization. However, the region faces significant environmental challenges, including habitat degradation and biodiversity loss.

To address the above biodiversity-related threats, the Fiji government, in collaboration with international partners, aims to enhance biodiversity conservation by integrating sustainable practices into sectoral policies, with a focus on agriculture, and coastal fisheries. The project will align with global frameworks like the Kunming-Montreal Global Biodiversity Framework (KMGBF) to halt biodiversity loss by 2030 and promote restoration by 2050.

Phase 2 of the BIODDEV2030 project focuses on promoting changes in production practices for a nature-positive future, contributing to the implementation of the Kunming-Montreal Global Biodiversity Framework (KMGBF) in Fiji. Three intermediate outcomes are targeted to achieve the project's overall objective:

- Support national public authorities in reforming sectoral public policies to better integrate biodiversity considerations.
- **Assist landscape stakeholders in collectively defining actions to reduce pressures on biodiversity.**
- Provide capacity building for national authorities and actors to mainstream and fund biodiversity projects.

In this context, the IUCN Oceania office seeks to engage a facilitator/consultant to facilitate landscape-level multi-stakeholder dialogues and develop a bankable project proposal for sustainable practices in Vanua Levu. The selected facilitator/consultant will collaborate closely with the BIODDEV2030

Country Senior Program Officer to prepare and facilitate the multi-stakeholder dialogue workshops. Ultimately, the facilitator/consultant will develop a landscape-level project proposal based on the country analysis reports compiled by the project, as well as the insights and outcomes from the dialogue sessions.

2. Description of the Assignment:

This assignment is specifically aligned with outcome two of BIODDEV 2030 phase 2 which seeks to adopt a multistakeholder dialogue process to design and develop a bankable project at landscape level.

Landscape-level multi-stakeholder dialogues will be used to develop a comprehensive analysis of existing or non-existing practices that could reduce pressure on biodiversity within the agriculture (kava), and coastal fisheries sectors in Vanua Levu and to collaboratively design feasible, ambitious, and bankable projects that encourage the adoption of sustainable production practices among a broad range of stakeholders.

The facilitator/consultant will support the design and facilitation of the dialogue process, based on 3 landscape-level workshops. The facilitator/consultant will also support the BIODDEV2030 Senior Program Officer in seeking consensus to develop a project proposal and bring it to the pre-feasibility stage at the end of phase II.

3. Objectives:

To facilitate the provincial-level multi-stakeholder dialogues and develop a project proposal that integrates biodiversity conservation with sustainable production practices in the Macuata and Cakaudrove landscape, ensuring alignment with national and global biodiversity frameworks.

The specific objectives are as follows:

1. Review the voluntary biodiversity commitments made by stakeholders in Cakaudrove Province and conduct a SWOT analysis to identify possible actions for bankable projects that will enhance local communities' biodiversity conservation efforts.
2. Assess current agricultural and resource management practices to identify how they impact local biodiversity and propose actions that enhance ecosystem services while promoting economic viability for local communities, such as agroecology, sustainable fisheries, and ecotourism.
3. Organise and support 3 participatory multi-stakeholder dialogue at the landscape level to identify challenges and explore opportunities for sustainable production.
4. Formulate a comprehensive project proposal that synergistically integrates biodiversity conservation with sustainable production practices in Fiji. The proposal should delineate the context, actionable strategies, anticipated outcomes, a theory of change and a robust monitoring framework. Furthermore, implement capacity-building initiatives aimed at enhancing stakeholder competencies and awareness regarding biodiversity conservation, while ensuring compliance with Fiji's National Biodiversity Strategy and Action Plan (NBSAP) and the Global Biodiversity Framework (GBF). Links with donors should be made to better integrate one or two specific donors' particular requirements.

4. Expected Results:

Coherence

Direct exchanges towards proposals for pilot projects relevant to biodiversity and development against criteria established at the national level and during phase I diagnostics, as part of the implementation of NBSAP and KMGBF.

Dialogue

To establish the basis and share best practices for an open and continuous dialogue between stakeholders, in order to ensure momentum for the pilot project, in line with the issues discussed at Phase I at the local level.

Adhesion

To ensure social acceptance of the project, the dialogue seeks to meet stakeholders' expectations in terms of health, safety, well-being, respect, information and global understanding, inclusion, and meaning.

Capacity building for action

Strengthen the capacity of participants to support the launch of the pilot project, in particular, to promote the project to private donors/ funders.

Empowerment

Support participant capacity-building activities to support the launch of the pilot.

Synergies

Identify territorial projects and synergistic actions that will link and amplify the efforts of participants.

Comprehensive Proposal for Funding:

Fully developed proposal that outlines a clear strategy for biodiversity conservation and sustainable resource management. This proposal will include detailed objectives, methodologies, budget estimates, and anticipated outcomes, making it compelling and ready for presentation to potential donors and funding agencies.

5. Methodological Approach

The approach to understanding context is based on the needs of stakeholders. Dialogue is designed as a collaborative process, using systems thinking to foster collaboration. The dialogue uses custom animations for the effective sharing of content with stakeholders. These activities pay particular attention to the popularization of relevant issues arising from the Sectoral Public Policy Instruments (IPPS study) and the first dialogue workshops at the national level.

Local workshops benefit from professional facilitation, experience in co-creative collaboration, and systemic change.

Workshops are conducted primarily in person and use appropriate tools to facilitate and stimulate group discussions, maintain participation, and support convergence toward expected outcomes. Participants will discover and apply key concepts and tools of systems thinking (such as the PARDI tool: Problem, Actors, Resources, Dynamic, Interactions) while engaging in dialogue and identifying concrete actions.

The facilitator/consultant will work closely with the Senior Programme Officer BIODEV2030.

6. Scope and Responsibility of the Facilitator/Consultant

The facilitator/consultant will be responsible for co-designing and co-facilitating with the Senior Programme Officer on the 3 local workshops, to build consensus around a provincial pilot project that

can be promoted to private donors and financial actors. This project will have to integrate key actions necessary to align biodiversity development and conservation, in an identified sector.

The design and facilitation by the facilitator/consultant will promote constructive exchanges between all stakeholders, and the ownership of key sectoral issues discussed at the national level and from the various studies (IPPS study of phase 2, diagnostics of phase 1) Refer to Annex I. The provider may mobilize experts on an ad hoc basis to support its extension activities.

The main elements of framing are summarized below. The facilitator/consultant may propose changes to the content if he or she deems it relevant and feasible.

- Each workshop will last up to two days, spread over 9 months, thus allowing cycles of action and reflection, and will take place between March 2025 and December 2025.
- The facilitator/consultant and Senior Programme Officer BIODEV2030 will have worked, if necessary, with relevant actors, a strategy of invitation and mobilization of key stakeholders and ensure their mobilization throughout the project.
- each local workshop will welcome up to 50 participants from the government, statutory bodies, private sector (and particularly representatives of the economic sector in agriculture and coastal fisheries, civil society, local communities, and development assistance or financial sector organizations, which will be encouraged and actively encouraged to participate in the 3 workshops.
- Stocktake of existing or new projects in the provinces to identify gaps and build on a potential bankable project and avoid duplication of actions.
- The inclusion of gender in the list of participants. When the conditions are right, the aim is to achieve gender parity among participants.
- The facilitator/consultant will ensure, if deemed relevant by the Senior Programme Officer BIODEV2030, the follow-up of participants/ entity representatives to allow continuity and progress of exchanges between workshops.
- This dialogue format should be designed to accommodate busy schedules, potentially requiring some key participants to spend 3 hours on dialogue activities for decision-making.
- In addition to the 3 local workshops, up to 10 meetings with key stakeholders and resource persons can be organized to better inform the dialogue that will take place during the workshops. If necessary, resource persons/experts may be invited to the workshops.
- Work will be done directly with the Senior Programme Officer BIODEV2030 at national and regional levels, in consultation with colleagues and government partners at the national and regional levels, respectively, based on the project objectives and the needs of the stakeholders.
- The facilitator/consultant will simultaneously manage the landscape multi-stakeholder dialogue process and prepare the landscape project proposal.
- The facilitator/consultant will identify key donors to engage the landscape-level dialogue and project preparation of application templates to respond to the calls.

Key Tasks:

Working together with the BIODEV2030 Senior Program Officer, the facilitator/consultant will be responsible for the following:

1. Context Analysis

- Review relevant documents, including BIODEV2030 Phase 1 diagnostic reports, country biodiversity strategies, and sectoral studies as well as landscape and county-level reports and studies.
- Engage with stakeholders to understand landscape-level socio-economic and environmental dynamics.
- Produce a scoping note outlining the dialogue approach, key stakeholders, and expected outcomes.
- Develop a detailed plan for three multi-stakeholder workshops and ten preparatory meetings.
- Define workshop objectives, agendas, and facilitation methodologies.

- Map stakeholders across government (both national and county), donors and finance actors, private sector, civil society, and local communities.
 - Prepare workshop facilitation materials, including context briefs and case studies.
 - Lead facilitation of preparatory meetings and workshops, ensuring inclusive participation.
 - Use participatory tools to foster dialogue and consensus-building.
 - Document workshop discussions, outcomes, and key recommendations.
 - Draft a bankable landscape-level project proposal informed by the dialogue outcomes.
 - Include a theory of change, key performance indicators (KPIs), and a roadmap for implementation.
 - Identify funding opportunities and engage with potential donors.
 - Facilitate bilateral meetings to present the project proposal to stakeholders and donors.
 - Submit reports for each workshop, summarizing participation, discussions, and outputs.
 - Provide a final consultancy report detailing lessons learned and recommendations.
2. Design of Landscape Level Dialogue Sessions
 3. Facilitation of Dialogue Sessions
 4. Development of the Project Proposal
 5. Monitoring, Evaluation, and Learning

7. Deliverables and Calendar

The main products and deliverables expected from this consultancy are as follows:

Deliverable	Timeframe (indicative number of working days)
Deliverable 1: <u>Inception Report</u> An inception report that does not exceed 10 pages. The report should include a detailed workplan and methodology, as well as a description of the overall facilitation approach. It should also consider the context and clearly articulate the ambitions and objectives of the local-level dialogue for BIODEV2030 Phase II, focusing on the necessary actions to align development with conservation efforts.	8
Deliverable 2: <u>Diagnostic Report</u> This diagnostic report will assess the current local system and provide recommendations for structuring the dialogue process, including three workshops aimed at reaching a consensus on the proposed pilot project. The reference materials found in Annex 1 of this document will serve as a crucial starting point. Concurrently, a desk review will be conducted to outline a provincial project for initial discussion during the provincial dialogue session.	8
Deliverable 3: <u>Workshop Program</u> A comprehensive workshop cycle framework note including comprehensive facilitation notes for each workshop, including: • The context of the workshop. • The objective of the workshop. • Proposed facilitation tools. • Integration of the workshop outcomes into the further facilitation process. • Information on the timetable. • Programme (sequences, questions, materials...). • Baseline information on unsustainable production practices and desired future conditions to implement practices that favour biodiversity, compile	8

case studies of sustainable practices that need to be scaled up through the landscape project and prepare them for stakeholder • Information on participants. • Discussions at the dialogue sessions.	
Deliverable 4: <u>Facilitation of workshops</u> Facilitation of 3 landscape-level workshops (and about 10 preparatory meetings, where applicable), including appropriate and challenging group processes, maintaining sustained participation, guiding the group towards agreed outcomes, and showing a positive professional attitude. Also, outline the landscape project preparation process and gather inputs for the same	5
Deliverable 5: Workshop reports and progress on landscape-level project proposal A detailed report on local workshops, describing in particular: the list of participants, a summary of discussions, the main results obtained, group dynamics (dialogue and facilitation dynamics), and an outline of the landscape project proposal compiling draft theory of change, KPIs and deliverables	10
Deliverable 6: Project brief following the workshops A summary including: • Summary of workshops • Key emerging issues on the pilot project • Consensus guidelines • Possible points of disagreement • Solutions/Opportunities • Inputs generated for the landscape project proposal and directions agreed to advance the proposal • List of key donors identified and or engaged for the landscape proposal	5
Deliverable 7: Advanced draft final project proposal: Executive summary and Theory of Change of the project and budget. Final Project Proposal	6

Note:

- Please consult with the project owner after completion of each deliverable for information on progress and advice.
- A final hard copy version of the Final Report in MS Word and a soft copy on a USB drive which has gone through review and vetting by the relevant stakeholders and Ministry of Environment.
- The report is required to be clear and concise, highly informative, and shall be a true reading and information guide to government policymakers, agencies, private sector holders, and partners. (The final copy should be proofread and free of grammatical errors).
- On the completion of the Report, the facilitator/consultant is required to provide any Excel workbook(s) that contain information (raw data) received during the process of compiling the report to IUCN and the Ministry of Environment. The raw data shall include the contact details of the agency and the contact person, the type of data provided, brief information regarding their work, and how the data was obtained
- If the deliverable is delayed, please contact the contract owner (IUCN) and state the reasons for the delay.

8. Duration of the Assignment

The assignment will last for a total of 50 working days, distributed throughout the year 2025.

9. Proposed Payment Structure

Milestone	Due Date	Deliverables	Payment Percentage
Submission and approval of the inception report containing context analysis of the financial landscape, including potential funding sources and gaps and facilitation approach	End of April 2025	Deliverables 1 & 2	20%
Draft project proposal with proposed financial strategies, and funding sources accompanied by workshop reports	August 2025	Deliverables 3, 4 & 5	40%
Finalized project proposal incorporating stakeholders' feedback	Nov/Dec 2025	Deliverables 6 & 7	40%

10. Budget Maximum: 45,000 euros

11. Facilitator/Consultant Profile

An institution, NGOs, or a group of facilitator/consultants or expatriates in Fiji with proven working experience can be engaged. The facilitator/consultant can also engage a community liaison /translator/protocol officer, including community champions, and support staff to assist with facilitation and dialogue.

Qualifications / Experience / Expertise

The head of mission must have the following qualifications and expertise:

- Postgraduate qualification in the following fields natural resources management, agriculture, forestry, coastal fisheries or sustainable development, or a related field.
- Minimum 5 -7 years of proven experience in fundraising or development roles, preferably for biodiversity conservation and sustainable development.
- Experience in project development and implementation, and in partnership development and relationship management.
- Proficiency in drafting high-quality proposals, grant applications, and program descriptions, showcasing a keen understanding of donor requirements and expectations.
- Familiarity with donor organizations and their specific requirements, including major international foundations, government agencies, and corporate sponsors.
- Strong understanding of biodiversity conservation challenges in Fiji
- Experience in stakeholder engagement and the design and facilitation of multi-stakeholders' workshops, using a variety of approaches and tools.
- Proven experience in promoting diversity and inclusion in multistakeholder dialogues
- Ability to work in multicultural settings and under tight deadlines.
- Excellent communication and presentation skills.

- Excellent verbal and written communication skills in English and Fijian.

12. Supervision and coordination

The facilitator/consultant will report to and work closely with, BIODDEV2030 Country Senior Program Officer.

Annex 1: Background Materials for Reference:

1. ALTAI Sectoral public policies & pressures on biodiversity analysis for Fiji: [BIODEV2030 Policy Coherenc Biodiv KMGBF Fiji by ALTAI.pdf](#)
2. **Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem (2024).** *Nexus Assessment Report*. Published on December 16, 2024.
3. Report on Assessment of threats to national biodiversity in Fiji: [Report-on-Fiji-National-Biodiversity-Threat-Assessment BIODEV2030-IUCN.pdf](#)
4. Results of the dialogue process and commitments in Fiji: [Results-of-the-dialogue-process-and-commitments-in-Fiji.pdf](#)
5. Report on Scenarios and Strategy for Engagement of Actors in Agriculture and Coastal Fisheries Sectors for Biodiversity Conservation: [Fidji-In-depth-sectoral-analysis-and-commitments-identification-for-biodiversity-in-Fiji-EN.pdf](#)
6. Policy brief – Recommendations for integrating biodiversity into economic sectors in Fiji: [Policy-Brief-BiodiversityThreat-Assessment-Fiji.pdf](#)

Attachment 2: DECLARATION OF UNDERTAKING in relation to RfP Reference: IUCN-25-02-P04570 -2

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

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

Registered Address (incl. country): _____

Year of Registration: _____

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

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international organization with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”) represented by [insert name and title of the signatory],

and

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

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

PREAMBLE

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

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

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

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

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

3.4 In certain jurisdictions, IUCN enjoys privileges and immunities which may include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. In these cases, IUCN shall not be liable for the payment of such sales taxes.]

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

4. OBLIGATIONS

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

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

4.3. In the case of illness or accident or a case of Force Majeure as described under article 15.3 preventing the Key Personnel 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”) as follows:

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

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

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

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

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recover 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 Should the Services not be completed at the Expiration Date or termination date of this Agreement, unused and/or unexpended funds must be returned to IUCN within thirty (30) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

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

8. CONFIDENTIALITY

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

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

8.3 The Consultant shall:

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

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

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

9. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

9.1 Intellectual Property rights ("IP Rights") are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets.

9.2 Pre-existing IP Rights (Pre-existing Rights") of a Party means any rights, title and interests in and to any IP 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.

9.3 All records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules, website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the "Results") will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients, the Results and/or the Services.

9.4 The Consultant agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all IP Rights resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitation, the right to use, copy, reproduce, publish, broadcast, license, adapt, modify, make derivative products, translate in any language, communicate, sell or distribute, privately or publicly, commercially or otherwise, any item, Result or part thereof, in unlimited quantities, on any support and in any format or media known or to come, wherever in the world enforceable.

9.5 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.

9.6 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.

10. LIABILITY AND INDEMNITY

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

10.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement, including any infringement or violation, or allegations thereof, of any third party's intellectual property rights in connection with this Agreement.

11. COMMUNICATION AND NOTICES

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

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

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

12. ETHICS, FRAUD AND CORRUPTION

12.1 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.2 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.

12.3 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 article 11.1 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.

12.4 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 and Anti-corruption Policy, available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

12.5 The Consultant shall comply with the Whistleblowing and Anti-Retaliation Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which, by signing this Agreement, the Contractor confirms it has reviewed and accepted, according to which the Consultant shall report to IUCN in good faith any Concerns (as defined in the Policy).

12.6 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 actual or suspected unethical behaviour, fraud or corruption, retaliation, violation of applicable national and/or international laws, contractual obligations and/or relevant IUCN's policies and procedures. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 15 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.

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

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

13.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>.

14. PROCESSING OF PERSONAL DATA

14.1 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.

14.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right to access his/her 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>).

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. TERMINATION

15.1 Termination for cause

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

- i. The Consultant has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. IUCN is not satisfied with the Services delivered by the Consultant;
- iii. The Consultant defaults in carrying out any of its obligations under this Agreement;
- iv. The Consultant 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 and Anti-corruption Policy (hereafter referred to as a "Fraud");
- v. The Consultant enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- vi. The Consultant ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

15.1.2 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.

15.2 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.

15.3 Termination for force majeure

15.3.1 The performance of this Agreement by either Party is subject to war, government regulations, epidemics, pandemics, natural disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, embargoes, acts of terrorism, floods, earthquakes 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.

15.3.2 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.

15.3.3 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.

15.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 15.3.

15.4 Effects of Termination

In the event of termination, 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:

15.4.1 to the extent possible and if requested by IUCN, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

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

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

15.4.4 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.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

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

16.2 The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the performance, interpretation and implementation of this Agreement.

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

17. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of IUCN, nor as conferring any privileges or immunities of IUCN to the Consultant or its personnel.

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]