

# Request for Proposals (RfP) Biodiversity, GIS, socio-economic, gender National Consultants Albania

IUCN Regional Office for Eastern Europe and Central Asia
ADAPT: Nature-based solutions for resilient communities in the Western Balkans

Issue Date: 1 November 2021

Closing Date and Time: 22 November 2021, 23:59 CET

#### **IUCN Contact:**

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# PART 1 - INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

#### 1.1. About IUCN

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

Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous people's 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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## 1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the following services: biodiversity national consultant, GIS national consultant, socio-economic and gender national consultants. IUCN will accept applications from teams and consultancies that can provide all services required. The detailed Terms of Reference can be found in Part 2 of this RfP.

# 1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	1 November 2021
DfD Closing Date and Time	22 November 2024, 22:50 CET
RfP Closing Date and Time	22 November 2021, 23:59 CET
Estimated Contract Award Date	10 December 2021

## 1.4. Conditions

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

Proposers must sign the "Proposer's Declaration" and include it in their Proposal.

# 1.5. Queries and questions during the RfP period

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

Proposers may submit their queries no later than 17:00 CET, 15 November 2021.

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

## 1.6. Amendments to RfP documents

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

## 1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 22 November 2021 by email to: <a href="milica.radanovic@iucn.org">milica.radanovic@iucn.org</a>. The subject heading of the email shall be [RfP – Biodiversity, GIS, Socio-economic and Gender National Consultants, Albania - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

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

## 1.8. Late and Incomplete Proposals

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

# 1.9. Withdrawals and Changes to the Proposal

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

## 1.10. Validity of Proposals

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

## 1.11. Evaluation of Proposals

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

## **PART 2 - THE REQUIREMENT**

# **Background information**

Climate change is increasing the frequency, intensity and magnitude of disasters, leading to a higher number of casualties as well as property and economic losses. Nature can provide cost-effective, no-regret solutions, which help increase community resilience beyond their capacity to absorb and recover from a single disaster, such as a flood or drought. The Western Balkan economies are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains. Yet, the value derived from deploying Nature-based Solutions in response to societal challenges remains underexplored and the application of approaches that integrate natural infrastructure remain insufficient and fragmented. Beyond the positive impact on societies and improved management of disaster risks, Nature-based Solutions benefit habitats and biodiversity as well as support climate change mitigation and adaptation.

ADAPT: Nature-based Solutions for resilient societies in the Western Balkans is a project funded by the Swedish International Development Cooperation Agency (Sida) and implemented by IUCN. It aims to increase ecosystem and community resilience to climate change and environmental degradation in the Western Balkans. This regional umbrella initiative works with the six Western Balkan economies, regional and local partners.

The project will be implemented through the following three strategies:

- 1. Enhance knowledge and awareness of nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities with a specific focus on gender;
- Integration of Nature-based Solutions and equitable climate-smart planning into adaptation and disaster reduction policy; and
- 3. Implementation of Nature-based Solutions for disaster risk reduction and their scale-up.

Albania is a country situated in Southeastern Europe, in the western part of the Balkan Peninsula. It is classified as a country with high disaster risk, ranking 40 out of 170 countries (World Risk Report, 2016). Meteorological events such as rain, storms and heat waves are the most common natural hazards in Albania (34% of the total), followed by forest fires (24%), floods and flash floods (22%) and landslides (15%). The most recent climate change scenario for Albania predicts a rise in mean temperature and a change in precipitation patterns (Ministry of Environment of Albania, 2016). As a consequence, Albania will face the effects of climate change with seasonal increasing temperatures and decreasing precipitation, which is predicted to lead to more frequent floods. It is also anticipated that rising temperatures will increase the number of hailstorm days in summer, as well as the frequency and intensity of hot days and heat waves, ultimately leading to higher risk of forest fires.

In addition to climate change trends, disaster events are also aggravated by anthropogenic factors, such as continued pollution, inappropriate waste management and sewage treatment and poorly managed urbanisation. Indeed, population growth and human development in Albania has led to changes in land use, mainly for urban and infrastructure development as well as for agricultural purposes (Ministry of Environment of Albania, 2016). Climate change, natural hazards and human development threaten the country's rich natural resources, on which a large part of the economy relies. On the other hand, Albania has a wide range of ecosystems including coastal ecosystems, estuaries and lagoons, lakes and wetlands, grasslands, middle-low altitude coppice forests, high altitude forests, alpine vegetation and glacial areas. This variety of ecosystems allows the country to host a high diversity of habitats and species. Hence, the country has a great potential for implementing NbS, based on its rich natural resources (forests and rivers in particular), and linking to its well-developed Protected Areas (PAs) network. In Albania, a total of 12 sites were considered for a pilot project. A comparative analysis was conducted by the Urban Research Institute (URI) based upon ten distinctive criteria, such as is sustainability and adaptive management, area prone to flooding, advancement of municipality in Disaster Risk Reduction (DRR) and Climate Change Adaptation (CCA) and willingness of local communities to participate in such a project. Each site was weighed against the different criteria and ranked; in the next phase, four different sites were proposed to the relevant national authorities in Albania, involved in the ADAPT project: the Water Resources Management Agency and the Ministry of Tourism and Environment. After further analysis done by the relevant authorities, Elbasan was chosen as the most suitable pilot site location by the Water Resources Management Agency.

The justification for this choice was that the municipality of Elbasan has been particularly vulnerable to climate induced risks in recent years. A particular issue already highlighted by the Municipality of Elbasan, is the increased risk of floods due to persistent air, water and soil pollution, degraded forests and erosion which may lead to landslides as well as outdated sewage systems. The pilot project will be implemented in close cooperation with local authorities and interest groups, including women and youth representatives. Vulnerabilities and exposure as the two components of risk will be mapped to identify suitable interventions.

The project works at multiple levels and involves government agencies, research institutions and civil society, which offers opportunities for knowledge exchange, wider capacity building and institutional strengthening as well as the potential for scaling up. As mentioned above the main institutional partners in Albania are the Ministry of Tourism and Environment and the Water Resources Management Agency. At site level, the Municipality of Elbasan (Mayor and City Council, but also the NGO sector and local communities/beneficiaries) will be involved in the testing of NbS approaches for climate change adaptation and disaster risk reduction in the frame of a pilot project at community level.

## Scope of work

Elbasan is located about 50 kilometres from Tirana, in central Albania and has around 240,000 inhabitants, it is an industrial city with water, soil and air pollution issues due to heavy industries presence (steel, metal and plastic production). The NbS intervention in the municipality of Elbasan will be done along the Shkumbin river with the purpose of mitigating flood effects.

Shkumbini River is located in central Albania and is 181 km long with a catchment surface of 2,445 km². The river takes its sources in the Valamara mountains (2,373 metres) and flows into the Adriatic Sea northwest of Divjakë. Along its course, it receives tributaries of secondary importance like Rapuni, Gostima, and Zaranika.

Chemical analyses taken from the Shkumbin river showed high values for some chemical elements such as iron, nitrites, ammonium, which was probably due to the mining areas upstream and to the metallurgical complex of Elbasan. As a consequence, the biodiversity in the estuary area is reported to have been seriously affected. Since the drastic reduction in activities of the metallurgical industrial complex, no complete analysis report was made available, but it is believed that the quality of the water has improved (Lushaj et al., 2016).

Floods regularly occur along Shkumbini River (UNDP & WMO, 2011). Flooding also occurs in the Divjake–Karavasta National Park from the Shkumbini and Semani rivers. Like Semani, Shkumbini basin is experiencing high levels of land erosion, with measures to prevent erosion missing or being inappropriate (Ministry of Tourism and Environment of Albania, 2016).

As a consequence, Shkumbini River was included in 2016 by the Ministry of Tourism and Environment of Albania as a key area for implementing green measures to "protect and adapt agriculture against sea-level rise" under the Adaptation Plan. The measures include the restoration of agricultural areas and wetlands, and the maintenance and upgrade of flood embankments in North and South of Shkumbini river outlet.

In addition, the Elbasan reforestation project has initiated activities for restoring degraded areas along Shkumbin riverbed, which is a first step for reducing erosion and flood risk in this area.

Lastly, the river is surrounded by three protected areas (Divjake–Karavasta National Park on the coast, and Shebenik-Jabllanice National Park and Kuturman Nature Park inland), which represent a great potential for implementing Nature-based Solutions based on protected areas management.

An <u>Ecological Restoration</u> approach will be applied that aims to regain ecological integrity and enhance human well-being in degraded landscapes through a variety of place-based interventions. These interventions are diverse and could take different forms, below we have provided a few examples of potential interventions in Shkumbini River area (the list is non-exhaustive):

- Restoration of wetlands for flood prevention and water treatment;
- Ecological restoration of degraded lands and riverbanks to prevent erosion and soil loss;
- A combination of green and grey infrastructure to reduce erosion and prevent floods and landslides;

- Restoration of agricultural areas, and development of agroforestry systems;
- Improved management of Shebenik-Jabllanice National Park and Kuturman Nature Park for flood prevention and disaster risk reduction;

This consultancy will be coordinated and oversighted by an International consultant specialised in hydrological engineering. The main purpose of the overall assignment is to conduct a series of NbS baseline assessments in Albania to restore and sustainably manage degraded lands by **identifying areas that are suitable for restoration** (prioritise areas particularly for mitigating floods and landslides, for erosion control) **and recommend interventions** that are tailored to the needs of local communities, businesses, and land management actors. The biodiversity, GIS, socio-economic and gender experts will work together with the team leader expert throughout the full duration of the assignment. The detailed requirements of each assignment are presented below.

## I. Biodiversity consultant:

IUCN is seeking a qualified biodiversity consultant to provide a detailed biodiversity and ecosystem analysis in view of the NbS baseline Assessments in Albania. While both genetic and species biodiversity play a crucial role in NbS, and should be taken into account when planning an NbS intervention, the consultant is required to put a particular emphasis on ecosystem processes and their functionalities. He/she should consider the whole landscape and the interactions among their ecosystems and not just the site specific or ecosystem unit alone. The consultant is expected to work closely and coordinate with the other consultants engaged on the NbS baseline assessments in Albania.

The biodiversity assessment should address the following questions:

- Where, or how, are species and ecosystems distributed within the assessment area? Do they contribute
  to one or multiple services delivered to people and nature?
- Are biodiversity data available or accessible?
- Are there geographic areas that should be prioritised for restoration because this activity will be of clear local benefit to both people and nature?
- How can species native to the landscape, especially plants, be included within the restoration process and what is the current availability of native plants?
- What are the key ecosystems in the assessment area and which are their functions?
- Are plant nurseries available or is there an opportunity to develop native plant nurseries as part of the restoration process?
- How will the restoration of an area, biome or ecosystem impact the biodiversity value of areas, biomes and ecosystems (including freshwater and marine?) adjacent to, or linked/associated with, the landscape to be restored?
- Are there individual species (perhaps threatened or endemic species), species assemblages, or other conservation units that need special consideration and potential accommodation within the planning process?

The Biodiversity consultant will actively work with the ADAPT project management team, team leader, GIS, socio-economic and gender experts, technical personnel from AMBU, URI and the Municipality of Elbasan to collect, analyze and present biodiversity-related information keeping in mind the landscape-scale context of restoration. Once degraded areas, priority/opportunity areas, and possible restoration interventions have been identified, the biodiversity consultant will compile and deliver the accompanying spatial data and maps.

In order to ensure the adequate delivery of the biodiversity component of the NbS baseline assessments, the Biodiversity consultant will carry out the following activities:

- 1. Delivery of an inception report and participation in inception workshop. The workshop is critical for setting the stage for work on the NbS baseline assessments. Its purpose is to gather all relevant stakeholders notably but not limited to the other 4 experts that will input into the NbS baseline assessments, national authorities, expert organisations, the Municipality of Elbasan, CSOs, women-led groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the NbS baseline assessments. The consultant will submit ahead of the workshop an inception report, a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final NbS baseline assessments.
- Assessment of the current state of the ecosystems and prevailing drivers of degradation and loss as a baseline for the NbS intervention. The baseline should include information on relevant international and national policy and institutional frameworks for nature conservation, national biodiversity strategies and

- action plans, existing data (meta and spatial) on species (with particular emphasis on threatened and endemic species), definition of ecosystems, their boundaries and functions along with a conceptual model of the linkages between ecosystem components. Moreover, the baseline should provide information also on designated and planned protected areas and ecological networks, international designations, and culturally important species and sites.
- 3. Identify biodiversity conservation outcomes, options for net improvements and set targets for enhancing key biodiversity values and ecosystems processes and functionalities in relation to the identified NbS intervention. Contribute to the NbS identification measures with a prospective to biodiversity protection and improvement. Propose ideas to promote biodiversity protection importance of these area.
- 4. The consultant's participation in the results validation workshop is mandatory. The consultant will present results from the state of biodiversity and ecosystems and drivers of degradation report along with options for net improvements. This will be done under the form of a power point presentation and advanced draft reports for the 2 deliverables mentioned above. After the validation workshop, all stakeholders input will be integrated into the final reports, they will be finalized and submitted to IUCN accordingly.

The consultant will be responsible for the following key deliverables (see table 1).

Table 1 Expected deliverables and tentative timeframe of the biodiversity component - NbS baseline assessments in Albania

Deliverable	Tentative timeline
Delivery of an inception report and participation in inception workshop	22 December2021 30 January 2022
2. A state of biodiversity and ecosystems and drivers of degradation report	15 February 2022
Options for net improvements including targets for enhancing key biodiversity values and ecosystem functions	15 March 2022
4. Participation in validation workshop	Date TBC

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the biodiversity consultant and the ADAPT project management team.

# II. GIS Consultant:

IUCN is seeking a qualified GIS consultant to provide technical support in carrying out the spatial assessment for the NbS intervention in Albania. The consultant is expected to work closely and coordinate with the other consultants engaged on the NbS baseline assessments in Albania.

The mapping of restoration opportunities aims to identify location and extent of degradation and deforestation and carry out the spatial assessment of opportunities and priorities for restoration particularly for mitigating flooding, landslides, and erosion control.

While contiguous forest and agricultural mosaics can often be distinct, restoration often seeks to blend new restoration interventions to complement sustainable human activity in order to improve the productivity of the landscape and its ecological function. To accomplish this degraded and deforested land must be comprehensively identified and described through spatial analysis in such a way that it can be easily aligned with stakeholders goals on climate adaptation and disaster risk reduction – allowing them to make decisions based on the best science and the best local knowledge.

The consultant will work closely with IUCN's project management team, the IUCN Global Water Programme, global Geospatial focal point, technical personnel from the Municipality of Elbasan, URI, local consultants to analyse and map degradation, opportunities, and priorities for restoration leading to possible restoration (at scale) intervention scenarios. Once degraded areas, priority/opportunity areas, and possible restoration interventions have been identified, the GIS consultant will compile and deliver the accompanying spatial data and maps.

In order to ensure the adequate delivery of the spatial component of the NbS baseline assessments phase, the GIS consultant will carry out the following activities:

- Delivery of an inception report and participation in inception workshop. The workshop is critical for setting the stage for work on the NbS baseline assessments. Its purpose is to gather all relevant stakeholders notably but not limited to the other 4 experts that will input into the NbS baseline assessments, national authorities, expert organisations, the Municipality of Elbasan, CSOs, women-led groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the NbS baseline assessments. The consultant will submit ahead of the workshop an inception report, a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final NbS baseline assessments;
- A desk analysis of existing spatial data, including municipality-level plans, satellite imagery, land use and land cover layers (for the past 15 years), soils, topography, digital elevation models, hydrological maps, climatic data, ecosystem services, population, agricultural commodities, poverty, and other relevant biophysical and social data. Both biophysical and socio-economic data are required for the analyses;
- Communicate baseline data, proxies, and metrics to project team and stakeholders, including national
  or municipality level GIS personnel for their feedback and revision;
- Using stakeholder inputs and the multi-criteria analysis protocol, identify/spatially represent degraded land and local drivers of degradation;
- Using a multi-criteria analysis protocol, identify/spatially represent opportunities for restoration;
- Using a multi-criteria analysis protocol, prepare a map of priority areas with high risk of flooding, erosion, landslides, biodiversity loss;
- Consultation with stakeholders and the project team of the identification of potential restoration interventions and create map utilising the aforementioned spatial data;
- Prepare maps for identification of existing situation and mapping of interventions for different proposed scenarios:
- Maps should be compatible to ASIG requirements and standards, to be accessible and editable by AMBU and ASIG. Shape file formats need to be delivered;
- The consultant's participation in the results validation workshop is mandatory. The consultant will present all relevant maps at the workshop under the form of a power point presentation;
- After the validation workshop, all stakeholders input will be integrated into the final maps, spatial analysis
  report and recommendations and will be submitted to IUCN ECARO.

Table 2 Expected deliverables and tentative timeframe of the GIS component - NbS baseline assessments in Albania

Deliverable	Tentative timeline
Delivery of an inception report and participation in inception workshop	22 December2021 30 January 2022
2. A database that contains all the relevant datasets and metadata (biophysical and socio-economic) used and created in the spatial analysis component of the NbS baseline assessments (database)	15 February 2022
3. A sub-national map (with accompanying spatial data and methods) of degraded lands and the individual proxies used to identify degradation including a calculation of degraded hectares, identifies the drivers of degradation. (degradation map)	30 February 2022
4. A sub-national map (with accompanying spatial data and methods) of restoration opportunity and a calculation of available hectares for restoration. (opportunity map)	15 March 2022

5. A sub-national map (with accompanying spatial data and methods) of priority area with high risk of flooding, erosion, landslides and a calculation of available hectares for restoration. (priority map)	30 March 2022
6. A sub-national map (with accompanying spatial data and methods) of potential restoration interventions (NbS for mitigating flooding, landslides, erosion and degradation) and a calculation of the available hectares for each type of restoration intervention.	15 April 2022
7. Presentation of maps for feedback at the validation workshop (date TBC) and writing up the spatial analysis report along recommendations to be used in final NbS baseline Report.	TBC

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the biodiversity consultant and the ADAPT project management team.

#### III. Gender Consultant

IUCN is seeking a qualified gender consultant to provide technical support in carrying out a gender analysis and developing a gender action plan in relation to the NbS baseline assessment in Albania. The consultant is expected to work closely and coordinate with the other consultants engaged on the NBS baseline assessments in Albania.

The gender consultant will actively collaborate and work with the IUCN's ADAPT project management team, the IUCN gender team, hydrological engineer, GIS, socio-economic and biodiversity experts, technical personnel from AMBU, URI and the Municipality of Elbasan and others to gather gender information at the local level and develop a gender analysis, focusing on the Municipality of Elbasan and in particular the sites considered for NbS interventions.

The gender consultant will actively exchange gender information and liaise with the other consultants on the NbS baseline assessments to ensure that participatory and inclusive approaches, gender-responsive considerations, and sex-disaggregated national and subnational data and other gender information are included in the final report. When analyzing the social context, the consultant should consider intersectionality and put special attention to differences between relevant social groups, distinguishing in particular needs, concerns and vulnerabilities of indigenous peoples and vulnerable groups, and relevant differences between men and women.

The consultants will be expected to undertake the following tasks:

**Task 1:** Delivery of an inception report and participation in inception workshop. The workshop is critical for setting the stage for work on the NbS baseline assessments. Its purpose is to gather all relevant stakeholders notably but not limited to the other 4 experts that will input into the NbS baseline assessments, national authorities, expert organisations, the Municipality of Elbasan, CSOs, women-led groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the NbS baseline assessments. The consultant will submit ahead of the workshop an inception report, a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final NbS baseline assessments;

**Task 2:** Conduct a gender analysis with particular emphasis on the sites in the Municipality of Elbasan identified for NbS interventions, including through desk review and key informant interviews:

The gender analysis should elaborate on gender roles in socio-economic activities and natural resource management, dependencies on natural resources, environmental degradation, women's access to productive resources and their legal rights, as well as their influence in collective decision-making. The gender analysis should also include a review of national and local gender equality and environmental laws and mandates, specifically in areas related to women's rights, land rights, climate change, water, forest, agriculture, protected areas, among others. It should respond to key research questions, including but not limited to:

- What are the different roles played by women and men in water management, forest use, forest management, agriculture and livestock?
- Are there gender differences in access to, control over, and knowledge of forests, non-timber forest products (NTFPs) and agricultural goods and services?
- What are the different types of land tenure, e.g. what kinds of land do women have access to or control of; who holds the title or deed to the land; were there any cultural restrictions for women to own land or in how they manage land?
- Who decides whether or not a resource may be used?
- Are there any regulations, customs or territorial rights that pose restrictions on the use, access or control
  of the resources based on someone's socio-economic status in the area?
- Do women and men have different priorities for NbS initiatives?
- Do women bring different knowledge and skills to the NbS process?
- How could NbS initiatives impact women and men across socio-economic groups differently?
- How could NbS initiatives benefit women and men?
- Who prioritises potential benefits? Who decides the division of benefits and to whom they go?
- How are women and men from different socio-economic groups currently represented in decisionmaking processes relevant to NbS initiatives?
- What are the constraints faced by distinct groups of women for full participation and engagement?
- What are the national gender policies and legislation that should be considered?
- Who are key actors for addressing gender issues or driving gender equality (e.g. national ministry, women's groups, women's parliamentary caucus, etc.)?
- What barriers do women from various socio-economic groups face in accessing finance mechanisms?

**Task 3:** Present the findings of the gender analysis at the validation workshop, including to prepare to integrate participants' feedback into the NbS final assessment report, and to participate in all other sessions to contribute gender perspectives and expertise:

**Task 4:** Integrate feedback and validation workshop information into a revised gender assessment, developing key findings, recommendations and opportunities for restoration activities to be gender responsive. This may also include reviewing and commenting on the work concurrently being conducted by other consultants and teams:

The final assessment should provide recommendations to the identified NbS intervention to overcome barriers (gender gaps) identified during the gender analysis. The assessment should not only focus on external outcomes, but also provide guidance on how to mainstream gender considerations into the NbS intervention(s) identified during the analysis. The assessment should provide guidance in relation to mainstreaming gender into strategies and approaches to the identified NbS intervention. It should be shaped for example by the following questions (and/or others as identified in the development process):

- How can NbS contribute to women's empowerment and gender equality outcomes?
- What dedicated or supporting objectives can focus on identifying and improving gender gaps?
- How /where can diverse women / women's organizations meaningfully participate in NbS, including as partners and direct beneficiaries?
- Are women's and men's needs and priorities (around their lives and livelihoods) considered in prioritising NbS opportunities?
- Are women or women's organisations a major stakeholder in identified NbS opportunities?
- Do the NbS opportunities have differentiated benefits for women and men?
- Do the NbS opportunities have differentiated risks and potentially negative impacts for women and men?
- Are there specific opportunities to improve women's status and condition through NbS initiatives?
- Do the NbS opportunities improve women's land rights and tenure opportunities?
- Do women have equal access to the financing options of NbS?
- How can gender information and disaggregated data be captured? What gender indicators might be relevant?

# Table 3 Expected deliverables and tentative timeframe of the Gender component - NbS baseline assessments in Albania

Deliverable	Tentative timeline
Delivery of an inception report and participation in inception workshop	22 December2021

	30 January 2022
2. A gender analysis in relation to the NbS baseline assessment in the Municipality of Elbasan	15 March May 2021
4. Final assessment with recommendations and guidance on how to integrate gender into the NbS intervention design	30 March 2021
3. Participation in validation workshop	TBC

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the biodiversity consultant and the ADAPT project management team.

## IV. Socioeconomic Consultant

IUCN is seeking a qualified socio-economic consultant to provide technical support in carrying out a socio-economic analysis as part of the NbS baseline assessment process in Albania.

This consultant will coordinate the socio-economic component of the baseline assessments in Albania. The NbS baseline assessment aim to enable restoration and sustainable management of degraded and deforested lands by identifying areas that are suitable for restoration, prioritise areas particularly for mitigating flooding and landslides, erosion control, and recommend interventions that are tailored to the needs of local communities, businesses, and land management actors.

The consultant will carry out desk and field research to generate an economic overview of livelihoods and potential impacts from restoration in the Municipality of Elbasan, which will be the foundation for the future cost-benefit analysis (CBA) which will be done in the detailed design phase of the pilot project. The socio-economic analysis should include the identification of the most suitable social and economic indicators that will provide information about cost and benefits of the NbS pilot project, this preliminary analysis should inform in the end which restoration transitions paths provide the largest benefit-cost ratios and rates of return. The consultancy will generate information and data to answer the following questions:

- What are the costs related to the implementation and management over a defined period of the chosen NbS actions?
- What are the benefits¹ and the co-benefits related to the implementation and management of the chosen NbS actions over a defined period?
- How do the results of the socio-economic analysis/cost-benefit analysis of the NbS actions compare to the results of the respective business-as-usual scenario?

Geographic scope of the analysis will be the Municipality of Elbasan, focusing on the restoration opportunity areas that have been identified, specifically for the NbS actions that are considered as part of the baseline assessment process in Albania.

The consultant will actively collaborate and work with the IUCN's ADAPT project management team, the IUCN global water programme, hydrological engineer, biodiversity, GIS and gender experts, technical personnel from AMBU, URI and the Municipality of Elbasan and others to gather gender information at the local level and develop a gender analysis, focusing on the Municipality of Elbasan and in particular the sites considered for NbS interventions. The consultant will perform the following tasks:

1. Delivery of an inception report and participation in inception workshop. The workshop is critical for setting the stage for work on the NbS baseline assessments. Its purpose is to gather all relevant stakeholders notably but not limited to the other 4 experts that will input into the NbS baseline assessments, national authorities, expert organisations, the Municipality of Elbasan, CSOs, women-led groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the NbS baseline assessments. The consultant will submit ahead of the workshop an inception report,

1

<sup>&</sup>lt;sup>1</sup> Benefits come from the sale or consumption of crops, livestock and forestry products.

- a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final NbS baseline assessments;
- 2. Develop list of data needs for the socio-economic analysis for each of the NbS actions and each of their respective business-as-usual scenarios. Create list of indicators to be considered as primary sources information. Structure list along the following categories: background indicators, social indicators (i.e. quality of life, social capital, social inclusion with a focus on women and vulnerable groups, availability of social services etc.), economic indicators, other relevant indicators (if necessary). Deliver list for approval by team and IUCN. Using list, identify the availability of data (i.e. is it available, is it not available), the level granulation (i.e. is it available at the LAU level, NUTS3, NUTS2, NUTS1), and the time series availability.
  - Shortlist indicators to be used in the analysis based on data availability, and provide an explanation in the limitations section of the indicators to be excluded (based on availability) and how this impacts overall results
- 3. Data collection for the development of the socio-economic analysis. Populate shortlisted data list. Complete desk research, focusing on a literature review of all relevant studies, reports, programming documents, on the socioeconomic features of the region, as well as the use of indicators. Through desk research also perform a comparative analysis of nearby regions, and economies. Create a comprehensive list of all research identified, and grade research.
- 4. **Draft socio-economic analysis/cost-benefit analysis.** Apply information gathered from desk research to develop literature review section. Analyse data collected applying descriptive statistics, and where relevant, projections and other statistical methods. Prepare the cost benefit analyses of the NbS proposed to be implemented.
- 5. **Final socio-economic analysis/cost-benefit analysis.** Using indicators shortlisted from the list above, and background information from the literature review, present a findings section on the socio-economic features of the study region, including past, present, and potential future developments. Compare data findings to desk research.
- 6. Participation in validation workshop in order to present recommendations based on study findings.

Table 4 Expected deliverables and tentative timeframe of the socio-economic component - NbS baseline assessments in Albania

	Task	Tentative timeframe
1	Delivery of an inception report and participation in inception workshop	22 December2021 30 January 2022
2	Develop list of data needs for socio-economic analysis	30 January 2022
3	Data collection for the development of the socio- economic analysis	30 February 2022
4	Draft socio-economic analysis/cost-benefit analysis	15 March 2022
5	Final socio-economic analysis/ cost-benefit analysis	30 March 2022
6	Participation in validation workshop	TBC

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the biodiversity consultant and the ADAPT project management team.

#### Resources

Read more about the guidelines and tools used during application of ecological restoration principles and approaches:

- 1. Conservation tools | IUCN
- 2. Ecological restoration for protected areas: principles, guidelines and best practices | IUCN
- 3. Restoration Opportunities Assessment Methodology (ROAM) | IUCN
- 4. Gender-responsive restoration guidelines https://portals.iucn.org/library/node/46693

- 5. Biodiversity guidelines for forest landscape restoration opportunities assessments https://portals.iucn.org/library/node/47713
- 6. The Restoration Diagnostic https://www.wri.org/sites/default/files/WRI\_Restoration\_Diagnostic\_0.pdf
- Restoration Opportunities Optimization Tool (ROOT). https://naturalcapitalproject.stanford.edu/software/root

## **Duration of the assignment**

The duration of this assignment will last over the period from the signing of the contract to 30 July 2022.

## Meetings and travel

The consultant will participate in a number of physical meetings and consultations for validating **NbS baseline assessments final** outputs. This will require travel that will be subject to IUCN's travel policy and potential COVID-19 travel restrictions in place at the time of planned travel.

The consultant will further attend meetings and carry out field visits with the local authority and stakeholder groups in the pilot site in the frame of pilot project implementation. Travel to the pilot site and to key project meetings and consultations in the region will be required as necessary. Where possible in-person meetings will be prioritised, but if these are not possible due to COVID-19 travel restrictions and measures, then virtual meetings and validations will take place.

Approval of costs for travel will be subject to prior written approval by IUCN ECARO and submission of all receipts.

# Responsibilities and communication

The consultant is mandated by IUCN for all the tasks and deliverables mentioned in above sections. All deliverables need to be submitted to IUCN ECARO in English by the given deadline.

## **Pricing information**

The maximum available budget for this consultancy is estimated at **EUR 25,000**, excluding assignment-related travel costs. All costs i.e. accommodation, transport and subsistence costs will be reimbursed based on real costs incurred.

### **Experience and qualifications**

The consultancy is open to individuals with the following expertise:

Demonstrated expertise not less than 5 years.

#### PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component. A weighting will be provided to each component as follows: Technical Weighting Factor 85%, Financial Weighting Factor 15%, with the total score a combination of these two percentages.

The evaluation of proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in the table below:

	Evaluation criteria	Maximum attainable points
1.	Qualifications of the experts:	
	<ul> <li>Biodiversity Consultant, experience in conservation biology, EIA, EU directives requirements, hydrobiology, ecology, natural resource management and/or nature-based solutions,</li> <li>GIS Consultant, experience in natural sciences, remote sensing, IT/GIS, climate change adaptation and/or disaster risk reduction, water management sector, EU directives requirements.</li> </ul>	40
	<ul> <li>Socio-economic Consultant, experience in economics and related sciences, natural resource management, climate change adaptation and/or disaster risk reduction,</li> </ul>	
	- Gender Consultant - social sciences, gender, gender responsive approaches to natural resource management, climate change adaptation and/or disaster risk reduction.	
I.	Quality of the project methodology and work plan.	30
2.	Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in Albania and EU directives requirements.	15
3.	Price score.	15
	Total Score	100

A Price Score (PS) is assigned to all Proposals applying the following formula:

## $PS = 15 \times LP/PP$

Where:

PS is the Price Score of the offer under evaluation;

15- is the maximum score in points obtainable in the Price evaluation;

LP is the value of the lowest Budget (a sum of the Staff Input Budget and the Expenses Budget) offered by all Proposals in the Price evaluation;

PP is the value of the Budget (a sum of the Staff Input Budget and the Expenses Budget) offered through the Proposal under evaluation.

The contract will be awarded to the Proposal, which has obtained the highest total score.

#### PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

#### 4.1. Declaration

Please read and sign the Declaration and include this in your proposal.

# 4.2. Technical information/Service Proposal

Proposers are required to submit the following details in their technical proposal:

- · Executive summary of proposal
- · Candidate's background, including CV
- List of similar projects within the last 5 years
- At least one relevant example demonstrating the expert's experience with hydrological engineering, nature-based solutions applied to the water management sector and/or disaster risk reduction, riverbanks and wetland restoration, ecological/ecosystem restoration.
- Project methodology, including a description of how the expert intends to undertake the delivery of tasks, providing justification of the approach
- Work plan
- Contact details of 3 referees, familiar with the proponent's experience

# 4.3. Pricing information

## Prices include all costs

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

### **Applicable Goods and Services Taxes**

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

## Currency of proposed rates and prices

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

#### PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for the Nature-based solutions field expert in Albania. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

# CONSULTANCY AGREEMENT (the "Agreement")

#### between

**IUCN, International Union for Conservation of Nature and Natural Resources**, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Serbia through its Regional Office for Eastern Europe and Central Asia IUCN ECARO (hereafter "**IUCN**"),

#### and

[name of other party], domiciled at [address], [country] (hereafter "Consultant")

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

#### **PREAMBLE**

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

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

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

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

Now therefore the Parties agree as follows:

## 1. SERVICES

- 1.1 The Consultant will [short description of the services] and perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the "Services").
- 1.2 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement.
- 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

- 1.1 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.
- 1.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
- 1.3 In the case of illness, accident or a case of Force Majeure as described under clause 14.3 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
- 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.
- 5.2 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.
- 5.3 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]

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

#### 6. TRAVEL EXPENSES

- 6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved by the Contact before any reservation is made.
- 6.2 The IUCN Travel Policy (April 2019) 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 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 to 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 shall:
- 8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;
- 8.2.2 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.

8.3 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. At the request of IUCN, 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 and he/she may not make or retain copies.

#### 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 All Intellectual Property rights conceived or made by the Consultant in the course of providing the Services will belong to IUCN and the Consultant hereby agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the provision of the Services for the full duration of such rights, wherever in the world enforceable.
- 10.3 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.

## 11. LIABILITY

The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

## 12 COMMUNICATION AND NOTICES

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

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

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

### 13 FRAUD, CORRUPTION AND ETHICS

- 13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code\_of\_conduct\_and\_professional\_ethics.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.
- 13.2 The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at http://cmsdata.iucn.org/downloads/anti\_fraud\_policy.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

#### 14 TERMINATION

#### 14.1 Termination for cause

- 14.1.1 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"):
- 14.1.2 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.

#### 14.2 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.

#### 14.3 Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, 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. 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.

## 14.4 Effects of Termination

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at IUCN's request:

- 14.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities:
- 14.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
- 14.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement; and
- 14.4.4 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.

#### 15 APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
- 15.2 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.

#### 16 GENERAL PROVISIONS

ILICN International Union for

- 16.1 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.
- 16.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
- 16.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.
- 16.4 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.
- 16.5 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.
- 16.6 All provisions that logically ought to survive termination of this Agreement shall survive.

**In witness whereof**, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) originals.

Ifull name of OTHER DARTYI

Conservation of Nature and Natural Resources	[IUII Haine Of OTHER PARTI]
Date:	Date:
[Name of representative]	[Name of representative]
[Position of representative]	[Position of representative]

# **PART 6 - DEFINITIONS**

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

this Request for Proposals.

Contractor Means the entity that forms a Contract with IUCN for provision

of the Requirement.

Instructions Means the instructions and conditions set out in Part 1 of this

Request for Proposals.

IUCN Means IUCN, International Union for Conservation of Nature

and Natural Resources.

IUCN Contact Means the person IUCN has nominated to be used exclusively

for contact regarding this Request for Proposals and the

Contract.

Proposal Means a written offer submitted in response to this Request for

Proposals.

Proposer Means an entity that submits, or is invited to submit, a Proposal

in response to this Request for Proposals.

Requirement Means the supply to be made by the Contractor to IUCN in

accordance with Part 2 of the RfP.

RfP Request for Proposals