



Request for Proposals (RfP) Nature-based Solutions Project Design Consultant

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

Issue Date: 14 February 2022

Closing Date and Time: 7 March 2022, 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 peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

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

www.iucn.org

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the consultancy requiring services for a Project Design Consultant. Individuals, teams of experts or consulting companies are eligible to apply. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	14 February 2022
RfP Closing Date and Time	7 March 2022, 23:59 CET
Estimated Contract Award Date	21 March 2022

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, 2 March 2022.

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 7 March 2022 by email to: milica.radanovic@iucn.org. The subject heading of the email shall be [RfP – Project Design Consultant - [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.

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. IUCN has been at the forefront of developing the concept of [Nature-based Solutions](#) and has recently launched a [Global Standard for Nature-based Solutions](#). Evidence shows that 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.

Countries in the Western Balkans are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains. Yet, while Nature-based Solutions are increasingly used and integrated into climate change policy and action planning globally, in particular, in relation to disaster risk reduction and community resilience, in the Western Balkans, the value derived from deploying Nature-based Solutions in response to societal challenges remains underexplored. The contributions of ecosystems and biodiversity towards climate change adaptation and disaster risk reduction have not been recognised or sufficiently reflected in relevant strategies and policies in the region. Policies and planning approaches are often fragmented or do not consider capacity gaps with regards to their implementation.

Nature-based Solutions have been well recognised as offering untapped potential to the achievement of the multiple national and international priorities on mitigating climate change, improving livelihoods, reducing desertification and conserving biodiversity. Integrating Nature-based Solutions into national climate change policy and planning is one way to promote and create a more holistic perspective that acknowledges the role of ecosystems and the services they provide. Also, it is critical that investments are mobilized for nature-based solutions through other mechanisms than public sector investments. Additionally, alignment with global and regional policy frameworks, including the Paris Agreement with NDCs as its delivery vehicle, the Sendai Framework, Agenda 2030, CBD and NAPs among others, supports the achievement of international commitments and reporting requirements. Overlaps between these frameworks as well as other activities, such as the work on UNCCD's land degradation neutrality should also be considered. Global post-2020 negotiations in particular offer opportunities for mainstreaming Nature-based Solutions into ongoing policy development and planning processes, such as updating and / or enhancing NDCs (including how to enhance climate resilience (adaptation), setting LDN targets, and defining the pathways to achieve the Post-2020 Global Biodiversity Framework.

In addition to global frameworks, the Western Balkan countries strive to align national policies with EU acquis. The recently adopted EU Green Deal, the EU Biodiversity Strategy and forthcoming EU Strategy on Adaptation to Climate Change provide new opportunities for Nature-based Solutions actions. The Green Agenda for the Western Balkans currently under development will adapt the EU Green Deal and related strategies to the regional context and align goals with priorities of the Western Balkan countries. ADAPT aims to harness the potential of Nature-based Solutions for climate change adaptation and disaster risk reduction by capitalising on national, regional and global processes for policymaking and planning that facilitate effective implementation.

[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. 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.

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;
2. 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.

In order to demonstrate the value and multiple benefits of Nature-based Solutions, the project aims at implementing two pilot NbS field projects, one in Kraljevo municipality in Serbia and one in Elbasan municipality in Albania. Apart from the two pilot sites, the project will help prepare a tender dossier and feasibility studies for future NbS projects in selected pilot sites in the other four Western Balkans economies.

Brief overview of the development stages of the Serbian pilot site:

In Serbia preliminary consultations with partners and stakeholders have led to the selection of the Municipality of Kraljevo as a suitable pilot site, as it has been particularly vulnerable to climate induced risks in recent years. A particular issue already highlighted by the Municipality of Kraljevo, is the increased risk of floods due to degraded forests and erosion, which may also lead to landslides. The municipality is under exposure to climate risks and as such was listed in the Government's Decision Declaring Natural Disaster enacted in June 2018. The Ibar River and its tributaries, which originates in Montenegro and flows through Kraljevo, has been subject to consecutive floods in 2014, 2016, 2019 and 2020, creating losses by damaging people's goods and properties. The pilot project is implemented in close cooperation with local authorities and interest groups, including women and youth representatives.

In Serbia, a Forest Landscape Restoration (FLR) opportunity assessment was carried out using the Restoration Opportunities Assessment Methodology ([ROAM](#)), to identify specific priority areas to implement FLR. A multidisciplinary team of 5 experts undertook a series of environmental, socio-economic and gender baseline assessments and proposed restoration measures. These studies were finalised in November 2021 and looked more specifically into conservation and biodiversity status, they analysed degradation drivers and proposed options for net improvements to enhance biodiversity net-gains while enhancing socio-economic benefits.

In the process, several sites were identified and analysed through a multi-criteria analysis and in the end the intervention area proposed, Gledić, was chosen based on best available 'science' and 'local knowledge' with constant stakeholder engagement. The FLR actions proposed by the forestry and biodiversity experts for the proposed NbS project are the following: natural (assisted) forest regeneration, rehabilitation by planting, enrichment planting, bio-engineering measures to deal with torrential floods, restoration of silvo-pastoral systems and cultivation of medicinal and aromatic plants. With the wrapping-up of the first phase of development, the project entered in its second phase, namely detailed project design and development of a comprehensive monitoring and evaluation framework for the pilots.

The ROAM application in the Municipality of Kraljevo was not intended to be a land-use planning exercise. However, the results and recommendations from the ROAM are a useful point of departure for land-use planning and to develop the project design study as part of this Consultancy. The ROAM assessment map and other outputs from the Municipality of Kraljevo point decision-makers and planners to restoration opportunities in the village of Gledić, and provides preliminary information on how to go about restoration of these areas, including the most suitable types of restoration (including natural assisted forest regeneration, rehabilitation by planting, enrichment planting, bio-engineering, restoration of silvo-pastoral systems and cultivation of medicinal and aromatic plants) and what costs and benefits can be expected from these. This consultancy seeks to use these inputs from the ROAM, and to verify and supplement them through further data gathering, consultations and site visits to design and operationalise FLR in Gledić for flood mitigation and disaster risk reduction.

Scope of work

The Consultant will work closely with the IUCN project management team, relevant IUCN units, project partners and experts and will be responsible for the tasks listed below.

Specific tasks

1. Detailed Forest Landscape Restoration (FLR) project design

Produce a detailed FLR Pilot project design study based on the results and recommendations from the existing ROAM report¹ in the Municipality of Kraljevo that identified through a multi-stakeholder

¹ The existing ROAM report includes a stakeholder prioritisation of restoration interventions, restoration opportunities mapping, economic analysis, restoration diagnostic of presence of key success factors.

participatory process the village of Gledić as the priority landscape for implementing FLR to increase ecosystem and community resilience to climate change and environmental degradation. The FLR Pilot project design will be in accordance with national and local regulatory requirements. The Study will look into the following aspects (list non-exhaustive):

- Identify specific land plots for FLR interventions in Gledić and its surrounding landscape, considering the presence of protected and conserved areas and existing or potential for biological corridors, threatened and endangered species, threats driving species extinction risk². Analyse land ownership and potential challenges and/or opportunities related to project implementation. Consider ADAPT logical framework, where NbS restoration targets are set i.e. 200 ha of ecosystem restored, along with budget considerations and desired mid- and long-term impacts;
- Detailed description and design of FLR actions, considering an analysis of potential for biodiversity net-gains, increased ecosystem integrity and functionality, presence of threatened and endangered species, presence of protected and conserved areas and existing or potential for creating bio-corridors. Choose the best locally-sourced available species for the FLR action, in accordance with expert local knowledge, experience, and site location characteristics;
- Enhance the existing economic analysis of proposed FLR actions in Gledić against a business as usual (BAU) scenario. The CBA will examine costs³ and benefits⁴ related to the implementation and management of the chosen FLR actions over a defined period.
- Build on the existing gender analysis of Gledić and the Municipality of Kraljevo by designing gender-responsive FLR actions, ensuring that the proposed FLR actions have differentiated benefits for women and men, and highlight how they contribute to women's empowerment and gender equality outcomes. Define FLR actions that will improve women's land rights and tenure opportunities, that will improve their access to finance and that will increase their business opportunities.

2. FLR action permits and approvals

Together with the ADAPT National Field Expert and the ADAPT PMT, establish the full list of administrative steps and documentation needed to obtain all necessary approvals for the proposed FLR actions. The Consultant will develop a workflow of all anticipated permits and approvals, with corresponding timeline and responsibilities. This will entail, liaising with administrative services of the Municipality of Kraljevo, City Council, public enterprises such as Srbijašume, private land owners, private business, and other relevant actors.

3. Develop a methodological guidance for the preparation and design of Nature-based Solutions projects.

This task should detail every necessary step for the development and implementation of a pilot on the ground. It is envisaged that the main phases in an NbS pilot project include the following stages. The below stages have been proposed, but the Consultant is free to propose changes, additions, restructuring, in coordination with the ADAPT PMT:

a. Planning and preparatory phase:

- i. definition of project scope, budget and timeline
- ii. pilot site identification through stakeholder consultations and best available science,
- iii. socio-economic, gender and environmental baseline assessments,

b. Project design & permitting phase:

- i. detailed project design with regards to restoration measures
- ii. development of a comprehensive monitoring and evaluation framework
- iii. design a management plan, that will clearly spell out a protocol for operational management of the pilot, will define clear roles, responsibilities and budget needs for maintaining and monitoring the pilot site
- iv. design a financial plan, that will recommend solutions for meeting the financial needs especially with regards to maintaining the pilots after the project lifetime.
- v. application for all necessary permits and approvals

4. Develop a management and maintenance plan for the FLR pilot.

Once the fieldworks have been completed and the pilot is fully operational, the project design consultant will work closely with the

² Using the Species Threat Abatement and Restoration (STAR) metric

³ The different costs considered are: (a) on-and off farm implementation costs, including when necessary and feasible any transaction costs; (b) management and production costs; (c) opportunity costs of implementing the FLR action.

⁴ Benefits come from the sale or consumption of crops, livestock and forestry products.

Monitoring and Evaluation Expert to integrate monitoring elements into the Management and Maintenance Plan (see 3 (b)). This Management and Maintenance Technical Note will include also adaptive management actions.

- a. **Design and perform 2 operational management and maintenance trainings for local stakeholders.** This task will entail the design of all necessary training materials, define participants list in consultation with ADAPT PMT and beneficiaries and perform the trainings. Target audience includes national and local authorities or other relevant stakeholders.

5. **Coordination and supervision of field work.** The Consultant will coordinate and supervise all field works related to the FLR pilot implementation. This will be done in collaboration and with support from the ADAPT PMT, NbS Field Expert and local actors. Based on suggestions and budgets made in the project design phase, the Consultant will support the procurement of goods and services for the pilot implementation in a transparent, timely and professional manner.

Expected deliverables and tentative timeframe

	Deliverables	Tentative timeframe
1	Draft FLR project design Final FLR project design	15 April 2022 15 May 2022
2	Assist the ADAPT PMT and the ADAPT Serbia Field Expert to obtain all necessary FLR permits and approvals	30 May 2022
3	Develop a methodological guidance for the preparation and design of Nature-based Solutions projects using the IUCN Global Standard for NbS	15 June 2022
4	Develop a Management and Maintenance Plan for the FLR pilot Design and perform 2 operation and maintenance trainings for local stakeholders	30 June 2022
5	Coordination and supervision of field work	TBD

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 Monitoring and Evaluation Framework consultant and the ADAPT project management team.

Methodology

The main document available is the ADAPT Restoration Opportunities Assessment Report, the IUCN Environmental and Social Management System (ESMS), which provides a systematic procedure to check IUCN projects for potential adverse environmental and social impacts to assure that negative impacts are avoided or minimised to the extent possible while positive impacts are stimulated. The IUCN Global Standard for Nature-based Solutions will enable stakeholders in the Pilot landscape to establish a common understanding of the NbS concept, and the Standard will be used by the Consultant to ensure the design of FLR actions are in adherence to increase the effectiveness, sustainability and adaptability of the FLR actions beyond the life of ADAPT.

Resources

Read more about the ADAPT project, guidelines and tools related to Nature-based Solutions and Monitoring and Evaluation:

1. [IUCN Global Standard for Nature-based Solutions](#)
2. [ADAPT project](#)
3. [Environmental and Social Management System | IUCN](#)
4. [IUCN Monitoring and Evaluation Policy, 2015](#)
5. [Green Agenda for the Western Balkans](#)

Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to **31 December 2022**, to allow for enough time for all steps in the development of the pilot projects to take place, notably, the design and coordination and supervision of field works.

Meetings and travel

The consultant may be requested to participate in a number of physical meetings and consultations. 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.

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 38,000**, 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:

- Ten (10) years of experience in forestry, ecology, civil engineering, and other related fields of expertise.
- Demonstrated experience in pilot project design and coordination of field works
- Excellent analytical skills and proven record of preparing similar project design studies and reports.
- Experience in the Western Balkan region and understanding of the regional and national regulatory contexts
- Demonstrated experience of working in collaboration with government agencies, international and nongovernmental organisations (NGOs)
- Proven knowledge of global and EU frameworks and agreements relevant for climate change adaptation and disaster risk reduction, including the Paris Agreement, the Sendai Framework, Agenda 2030, EU policy i.e. EU Green Deal and the Green Agenda for the Western Balkans etc.
- Excellent English language proficiency

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
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1. Experience of the expert in pilot project design and implementation with a particular focus in forestry, conservation, biodiversity, Nature-based Solutions	40
2. Quality of the project methodology and work plan.	30
3. Understanding of the Western Balkans context with a particular focus on Serbia.	15
4. Price score.	15
Total Score	100

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

PS = 15 x 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 forestry, ecology, civil engineering, and other related fields of expertise.
- 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]	[name]
[title]	[title]
[name of IUCN Programme/Office]	[name of IUCN Programme/Office]
[address]	[address]
[phone]	[phone]
[email]	[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

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.

**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]

PART 6 – DEFINITIONS

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

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