



# Request for Proposals (RfP) Protected Area designation consultancy services, Albania

**IUCN ECARO, Project “Saving Europe’s last free flowing wild river – Vjosa/Aoos”**

**Issue date: 7 February 2020**

**Closing Date and Time: 21 February 2020 18:00 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 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

[www.iucn.org](http://www.iucn.org)  
<https://twitter.com/IUCN/>

### **1.2. Summary of the Requirement**

IUCN is seeking to contract qualified and experienced candidates (Protected Area Lead Expert/Team leader) for Provision of Expert Services to develop a vision for conservation of biodiversity and ecosystem services in the Vjosa River catchment including the increase of protection of freshwater ecosystems and improvement of the management effectiveness and coordination of local protected areas; and elaborate a roadmap for final designation of a protected area according to the IUCN standards for protected area classification and criteria (Vjosa Wild River National Park).

The detailed Terms of Reference / description of the Requirement can be found in Part 2 of this RfP.

### **1.3. The procurement process**

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	07 February 2020
<b>RfP Closing Date and Time</b>	21 February 2020
<b>Estimated Contract Award Date</b>	26 February 2020

### **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 21 February 2020, 18:00 CET.

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 18:00 CET on 6 February 2020 by email to: [sofia.tvaradze@iucn.org](mailto:sofia.tvaradze@iucn.org). The subject heading of the email shall be RfP – Protected Area designation consultancy services - [Proposer Name]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

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

### **1.8. Late and Incomplete Proposals**

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

### **1.9. Withdrawals and Changes to the Proposal**

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

### **1.10. Validity of Proposals**

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

### **1.11. Evaluation of Proposals**

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

## **PART 2 – THE REQUIREMENT**

### **2.1. Background information**

The Vjosa/Aoos River in the transboundary area of Albania and Greece is one of Europe's last living wild rivers. Along its entire course of over 270 kilometers the Vjosa/Aoos River is an untamed and free flowing water body, characterized by beautiful canyons, braided river sections, vegetation covered islands, oxbows and meandering stretches. At an international level, what makes this river truly outstanding is the fact that almost all its tributaries are free-flowing and intact creating a unique network of rivers and streams bursting with life. However, this unparalleled European resource of immensely important natural heritage is threatened by the construction of about 40 hydropower projects endangering the entire ecosystem; if these plans are materialized they will transform the water catchments into a chain of accumulation lakes, interrupting any natural river flow and biodiversity functions.

The project "Saving Europe's last free flowing wild river – Vjosa/Aoos" will launch and implement a series of activities which seek to work towards the prevention of these devastating developments aiming also to develop a case so as the Vjosa/Aoos River and its catchment to be designated as a transboundary protected area forming Europe's first Wild River National Park. For this to be achieved an approach combining the following 5 different strategies will be applied:

Merge activities to raise awareness for the issue and increase public pressure on political decision-makers (Strategy 1), to monitor and optimize legal compliance and influence legal frameworks on national as well as on international level (Strategy 2), to involve and strengthen the position of local stakeholders in the official procedure of national (hydropower) developments (Strategy 3), to enhance scientific as well as general knowledge of river ecosystems and sustainable energy developments (Strategy 4), and to elaborate a comprehensive roadmap for final designation of Europe's first Wild River National Park (Strategy 5).

### **2.2. Scope of Work & Deliverables**

The Protected Area Lead Expert/Team Leader is expected to establish a team of technical experts in order to deliver the following tasks:

- 1. Valorization of the values of the Vjosa River basin:**
  - 1.1 Assess existing and potential threats to identified values;
  - 1.2 Assess and conduct economic valuation of ecosystem goods and services of Vjosa River basin;
  - 1.3 Conduct socio-economic analyses of Vjosa/Aoos River basin (including sustainable tourism & cost-benefits analysis for Vjosa WR NP vs. HPPs);
  - 1.4 Assess cultural heritage values of Vjosa/Aoos River basin;
- 2. Defining optimal management and governance model for Vjosa River National Park:**
  - 2.1 Develop long term vision and management objectives in collaboration with stakeholders and assign proposed IUCN management category;
  - 2.2 Prepare draft boundaries of Vjosa/Aoos NP and consult with stakeholders;
  - 2.3 Elaborate governance and management structure in collaboration with stakeholders;
  - 2.4 Elaborate financing model, human resources, facilities and equipment needs for Vjosa/Aoos NP;

### **3. Support to the process of establishment of the Vjosa River National Park**

#### **3.1 Publish Wild River National Park Vision for Vjosa/Aoos River Catchment.**

## **PART 3 – IMPLEMENTATION METHODOLOGY, REQUIRED EXPERTISE AND DURATION**

### **3.1. Methodology**

The candidate must propose in his/her offer a methodology (understanding of tasks and deliverables, strategy, timetable of activities and statement of availability).

1. **Understanding of tasks:** description of the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the required work to be performed. Previous lessons learnt especially in execution of similar services in the region. Opinion on the key issues related to the achievement of the objectives and expected results.
2. **Strategy:** An outline of the approach proposed for the implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.
3. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones.

### **3.2. Required Expertise**

The minimum requirements for the Protected Area Lead Expert are as follows:

The Protected Area Lead Expert/Team Leader will be responsible for:

- Supporting project's technical team, facilitating their work and combining data collected by the technical team members; write the outputs;
- Assisting IUCN in selecting and contracting the members for the technical team;
- Leading discussions and consultations with stakeholders, authorities, experts and other relevant parties throughout the process;
- Coordinating, oversight and quality control of project implementation.

This will be a full-time position in the duration of 10 months, out of which a minimum of 30 days will be rendered in Albania.

#### **Qualifications and skills**

- M.Sc. in conservation, biology, geography, hydrology or other natural sciences;
- Higher education will be an advantage;
- Minimum 10 years of professional experience in protected area management (senior management);
- Proven skills in project management, mediation and presentation, in supervising and co-coordinating all technical aspects of the contract;
- Proven skills in hydrological assessment of catchment/rivers and/or wetland/river restoration and/or biodiversity mapping/inventories will be an advantage;
- Good organizational and team-building skills;
- Full computer literacy, including proficiency in Microsoft Word, Excel and Power Point as a matter of minimum;
- Fluency in written and spoken English.

#### **Specific professional experience**

- Performing Key expert or Team leader in one project on valorization / protection of river or wetland ecosystems, experience in the region will be an advantage;
- Performing Key expert in the preparation of three protected area category assignments, according to the IUCN protected area standards;

- Performing Key expert on the preparation of two management plans for protected areas;
- Experience with the preparation of the business plans for protected areas will be an advantage;
- Performing Team leader position in two EU funded projects related to the management or development of protected area.

### **3.3. Duration**

The contract starts upon award notification. All tasks have to be achieved before the ending date of the contract. The duration of the contract should not go beyond the December 31st 2020.

## **PART 4 – 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 80%, Financial Weighting Factor 20%, with the total score a combination of these two percentages.

The technical component involves an evaluation of the following criteria based upon the information provided in the submitted proposal documentation:

- Project Methodology and Work Plan 30%
- Experience in Protected Areas Management 50%
- Experience with EU or other related donor 10%
- Familiarity with regional context 10%

Total 100%

## **PART 5 – 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.**

### **5.1. Declaration**

Please read and sign the [Declaration](#) and include this in your proposal.

### **5.2. Technical information/Service Proposal**

Information to be provided by the candidate

Proposals should be structured as follows:

- Executive Summary of Proposal
- Candidate's Background
- List of completed projects within the last 5 years
- Project Methodology – describing how the Consultant intends to undertake the project delivery, justifying the approach described
- Work plan

### **5.3. Pricing information**

**Prices include all costs**

Submitted rates and prices are deemed to include all costs (including organisational costs for the workshops, interpretation and translation 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 6 – PROPOSED CONTRACT

Below is the proposed Contract for the consultancy. 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 association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "**IUCN**"),  
and

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

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

#### PREAMBLE

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

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

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

**Whereas** the Consultant has represented to IUCN that it has the required expertise and experience;  
**Now therefore** the Parties agree as follows:

#### 1. SERVICES

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

1.2 The Consultant will assign [name of the person(s) and title(s)] (the "Key Personnel") to the performance of the Services on behalf of Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement.

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

## 2. TERM

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

## 3. INDEPENDENT STATUS

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

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

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

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

## 4. OBLIGATIONS

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

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

4.3 In the case of illness or accident or a case of Force Majeure as described under clause 14.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of 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 [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.

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.

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

## 6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy (June 2015) 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 warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant 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.

## 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 it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant 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 it 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 its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services and Consultant 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 Person
[name]	[name]
[title]	[title]
[name of IUCN Programme/Office]	[name of IUCN Programme/Office]
[address]	[address]
[phone]	[phone]
[email]	[email]

## 13. FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of 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](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall 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](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms it 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");

iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or

v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world

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 7 – DEFINITIONS**

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

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