



Request for Proposals (RfP)

Baseline Assessment of biophysical and socio-economic conditions and land use in Lake Bosomtwe and Wassa Amenfi Landscapes

Ghana Project Office, NbS Project-Forest Programme Unit
RfP Reference: PACO IUCN-24-05-P04531-2

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

- 1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1. Terms of Reference.

2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your Proposal.

**André-Marie TINE, Regional Senior Procurement Officer, andre-marie.tine@iucn.org ;
Cc procurement-paco@iucn.org**

3. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
30 th May 2024	Publication of the Request for Proposals
5 th June 2024	Deadline for expressions of interest
7 th June 2024	Deadline for submission of questions
10 th June 2024	Planned publication of responses to questions
13 th June 2024	Deadline for submission of Proposals to IUCN (“ Submission Deadline ”)
18 th June 2024	Clarification of Proposals
21 st June 2024	Planned date for contract award
25 th June 2024	Expected contract start date

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

4. COMPLETING AND SUBMITTING A PROPOSAL

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

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

Proposals must be prepared in English.

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

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

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

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

4.4. *Technical Proposal*

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

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

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

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

	Description	Information to be provided	Relative weight
1	Composition of the consultant team	CVs	5%
2	Methodology and work plan	Details of the methodology and work plan in the submitted proposal	40%
3	Experience in environmental assessment, particularly biophysical assessment and ecosystem services	CV and description of experience in the proposal	10%
4	Experience in socio-economic analysis and land use policy	CV and description of experience in the proposal	10%
5	Experience in rural development and sustainable land management in communities - working with grassroots stakeholders including producer groups, particularly women.	CV and description of experience in the proposal	10%
6	Experience in assessing local capacities and community adaptation to climate change	CV and description of experience in the proposal	10%
7	Experience in implementing policies and practices aimed at promoting gender equality and social inclusion.	CV and description of experience in the proposal	10%
8	Familiarity with the project area	Summary in the proposal	5%
TOTAL			100%

Information to Provide

1. General consultancy experience, particularly in relation to gender considerations, their integration into environmental and climate change related strategies and policies, and community adaptation to climate change.
2. Understanding of the assignment, Relevance of the methodological approach and proposed implementation schedule
3. Academic qualifications of consultants including; Specialist expert in natural resource management, governance, and climate change; Expert in socio-economics, gender and social inclusion
4. Consultants' experience in Nature based Solutions
5. Financial proposal

4.5. *Financial Proposal*

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

4.5.2. *Prices include all costs*

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

responsibility to determine whether such taxes apply to your organisation and to include them in your Financial Proposal.

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in [Canadian Dollar].

4.5.5. *Breakdown of rates and prices*

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

	Description	Quantity	Unit Price	Total Price
1	Professional Fees including DSA			
2	Travel Cost (Accommodation, vehicle rental and fuel)			
3	Workshops/meetings			
4	stationery			
5	Other reimbursable expense related to this task			
6				
	TOTAL			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered in the evaluation.

4.7. Your Proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. *Withdrawals and Changes*

You may freely withdraw or change your Proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

IUCN will firstly check your Proposal for completeness. Incomplete Proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only Proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your Proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

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

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your Proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your Financial Proposal will receive a score calculated by dividing the lowest Financial Proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your Financial Proposal.

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

5.5. *Total Score*

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

The relative weights will be:

Technical: 70%
Financial: 30%

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

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

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All Proposals must be received by the submission deadline in Section 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate Proposals. The contract will be awarded to the bidder whose Proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring Proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of Proposals takes.

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

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
 - 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.

7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.

7.2. In order to participate in this procurement, you must meet the following conditions:

- Free of conflicts of interest
- Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).

7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.

7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Proposals with the bidder's participation to be disqualified.

7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

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

8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal,

you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

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

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

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

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

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

www.iucn.org

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

12. ATTACHMENTS

Attachment 1 *Specification of Requirements / Terms of Reference*

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

Attachment 3 *Contract Template*



Nature-Based Climate Adaptation in Forests Project Guineans from West Africa

Terms of reference

Baseline Assessment of biophysical and socio-economic conditions and land use in the Lake Bosomtwe and Wassa Amenfi landscapes of Ghana

Output 1223: Best-fit practices for gender responsive landscape restoration tested, demonstrated and deployed

Study Area	Lake Bosomtwe and Wassa Amenfi Landscapes
Supervision	IUCN
Type of contract	Consultancy
Languages required	English and local language (Twi)
Date of start of activities	Upon signing the contract
Deadline for submitting applications	12 working days after the recruitment announcement, at 11:59 pm GMT
Duration of the consultation	40 days (Forty working days)

I. CONTEXT AND JUSTIFICATION

Climate change in all regions of the world is significantly impacting the environment, society and the economy. Indeed, there is a significant increase in average temperatures on the Earth's surface in the 20th century, mainly due to greenhouse gas emissions. These include carbon dioxide (CO₂) coming from human activities which significantly affect the international community and more particularly the developing countries of Africa. Climate disruption could in fact reduce agricultural production, particularly in regions of the world that already suffer from food insecurity.

Given the risks posed by current climate shocks—and the even greater challenges of future climate change—the gap between actual needs and the resource flows needed to strengthen the continent's resilience to an increasingly climate hostile is alarming (WBG; 2015).

Ghana, like other developing countries, is faced with the consequences of climate change and numerous socio-economic problems. Projections indicate that, the national economy stands to suffer from the impacts of climate change because of its dependence on climate-sensitive sectors such as agriculture, energy, and forestry. Moreover, access to freshwater is expected to become more challenging while reduced water supply will have a negative impact on hydropower, which provides 54% of the country's electricity capacity (USAID; 2017). Additionally, Ghana will likely see more cases of malaria and cholera since changes in water conditions impact these two diseases. It is therefore necessary to apply Nature-based Solutions as an adaptation measure to climate change. Rural and urban communities need capacity building to effectively adapt to the impacts of climate change, especially rural ones, which heavily depend on already fragile natural resources and ecosystems for their livelihoods.

To achieve this, the Canadian government, as part of its international commitments in favor of the climate, has set up a gender-sensitive climate financing system to strengthen the adaptation of vulnerable communities, particularly in sub-Saharan Africa. The “**Nature-based Climate Adaptation in the Guinean Forests of West Africa Project**” is a 3-year project (2023 to 2026) funded by Global Affairs Canada. The project is implemented by the World University Service of Canada (WUSC) and Centre for International Studies and Cooperation's (CECI) as a consortium with International Union for Conservation of Nature (IUCN), CIFOR-ICRAF, the University of Guelph and Abantu for Development as implementing partners of the project. The project is implemented in three (3) countries (Ghana, Guinea and Cote d'Ivoire). In Ghana the project is implemented in two landscapes; Lake Bosomtwe and Wassa Amenfi Landscapes in collaboration with A Rocha Ghana and Codesult Network respectively. The overall objective of the project is to strengthen local and regional capacities for nature-based climate change adaptation solutions and to foster women's transformational leadership in this area.

As part of implementation of the activities of this project, IUCN is seeking the help of a Consultant to carry out a baseline assessment of biophysical and socio-economic conditions and land use in the landscapes of Lake Bosomtwe and Wassa Amenfi. This analysis aims to provide guidance on sustainable land use practices by promoting the socio-economic potential of communities, particularly women, to support a green economy in the landscapes.

II. OBJECTIVES OF THE STUDY

The general objective of the assignment is to assess the basic biophysical and socio-economic conditions and land use in the Lake Bosomtwe and Wassa Amenfi landscapes. This study will help to provide useful land use knowledge to test, demonstrate and deploy sustainable practices for gender-sensitive landscape restoration.

Specifically, the recruited consultant will have the following tasks in both sites:

1. **Conduct an analysis of biophysical characteristics on land**, such as topography, climate, vegetation and soils, in order to understand their use potential and constraints and evaluate the functions associated with these lands.
2. **Improved Understanding of Natural Resource Uses :**
 - Document the patterns of use of natural resources such as agriculture, mining, livestock, logging, and land tenure;
 - Examine the direct and indirect impacts of land uses on the environment and the community.
 - Gather data on existing maps of land use types and develop land use maps for the two landscapes.
 - Identify the different land management and use systems in each area
 - Analyze and document the different ecosystem services
3. **Identification of Types of Land Degradation :**
 - Characterize the main types of land degradation that occur in each landscape according to the different uses.
 - Recommend practices to control climate change impacts in the two landscapes.
4. **Analysis of Sustainable Land Management (SLM) Practices:**
 - Analyze for each land use system, the good land management practices implemented by populations to reverse degradation;
 - Identify technologies and practices that promote sustainable land use.
5. **Understanding of Socio-Economic and Political Determinants :**
 - Examine the socio-political and economic determinants that impact land use;
 - Identify constraints, weaknesses, potential and strengths related to current land use in each landscape, highlighting areas where interventions could improve sustainability and productivity.
6. **Proposed Actions for Sustainable Land Management :**
 - Provide recommendations for more efficient and sustainable use of land, taking into account the needs of local populations, particularly women, and the conservation of the environment
 - Propose an action plan for sustainable land management for adoption in the project landscapes.

III. EXPECTED RESULTS

At the end of the study, the following results are expected:

- Biophysical characteristics of the landscapes, such as topography, climate, vegetation and soils are analyzed, in order to understand their potential use including associated functions and their constraints;
- Different ecosystem services are analyzed and documented;
- Types of Land Degradation identified;
- Sustainable Land Management (SLM) practices are analyzed and proposed to improve land use in landscapes;
- The types of land use, the distribution of land ownership, the influence of local economic activities (agriculture, industry, tourism, etc.), the distribution of the population in the landscapes, the impact of land use on the environment and biodiversity, government policies and regulations on land use, involvement of local stakeholders are analyzed.
- The socio-economic and political determinants underlying unsustainable land use are analyzed and actions are proposed to reverse the trend;
- A realistic and feasible land use action plan is proposed;
- Participatory feedback workshops bringing together study stakeholders are organized in order to strengthen the consistency of sustainable and adaptive land use options identified by the consultant by combining the qualitative approach and the options that emerge from the analyzes of climatic and socio-economic projections.
- Land use maps developed for the two landscapes.

IV. METHODOLOGY

The methodology of this evaluation will be participatory by strongly involving communities including women and young people. It will draw on the review of previous studies on biophysical and socio-economic conditions and land use in the target areas; consultations with communities and support services as well as site visits.

The consultant must submit a methodology with detailed timelines for the services which must comply with the proposed methodology and timelines. The broad outlines of this methodology must include, among other things, the following elements:

- Preparation of the start-up report 5 days after the scoping meeting. This report must include:
 - A list of existing strategic documents (policy, national strategies and others (legal and regulatory), previous studies and their articulation with the carrying out of the assessment of basic biophysical and socio-economic conditions and land use;
 - The inventory of stakeholders and a provisional schedule of meetings and field missions with them;
 - The detailed methodology of the mission;
 - The general outline of the evaluation report that will be prepared
- Collection of data, information and interviews with stakeholders to analyze the basic biophysical and socio-economic characteristics of the Lake Bosomtwe and Wassa Amenfi landscapes, such as geography, topography, vegetation, soil quality, water resources, wetlands, and climatic characteristics as well as associated land functions and valuation of ecosystem services. It will also analyze land use to better understand the socio-economic and political determinants and the practices implemented. The consultant must carry out field missions in both landscapes to interact with grassroots stakeholders during which he will carry out site visits to complete the data collected from various sources;
- Data analysis indicating the methods and tools that will be used;
- Preparation of a provisional assessment report with recommendations for more efficient and sustainable use of land, taking into account the needs of local populations, particularly women, and the preservation of the environment and an action plan for sustainable land management in the community;
- Preparation of a final consolidated report incorporating comments and suggestions from partners.
- A scoping meeting with the consultant would be organized to ensure the understanding of the TOR, the validation of the methodology and the mission roadmap;

V. DELIVERABLES

The following deliverables are expected from the consultant:

- ✓ An inception report, submitted within 5 days following the conclusion of the contract. This inception report will specify, in a more concrete way, the methodology/strategy for executing the mission, the list of key stakeholders to be involved and propose a format for presenting the report of the deliverables expected from the mission;
- ✓ Reports of the assessment of basic biophysical and socio-economic conditions and land use in the lake Bosometwe and Wassa Amenfi landscapes incorporating:
 - analysis on the biophysical characteristics and land use including land-associated functions and ecosystem services ;
 - Land use maps
 - Analysis on socio-economic aspects linked to land use;

- opportunities and challenges associated with land use, highlighting areas where interventions could improve sustainability and productivity;
- recommendations for more efficient and sustainable use of land, taking into account the needs of local populations, particularly women, and conservation of biodiversity;
- An action plan for the implementation of the recommendations, involving local stakeholders and authorities;
- A list of key stakeholders including youth and women representatives consulted in both landscapes.
- Recommendations to control climate change impacts in the two landscapes.

VI. CONSULTANT PROFILE

Consultants (consulting firms, NGOs or groups of experts) are invited to tender. The composition of the team to conduct the study must demonstrate the following areas of expertise and necessary skills:

- **An Expert specialized in natural resource management and climate change**, responsible for:
 - o Analysis of biophysical characteristics of land, such as topography, climate, vegetation and soils as well as associated functions and ecosystem services in order to understand their use potential and constraints;
 - o Examine the direct and indirect impacts of current land uses on the environment and the community;
 - o Identify the different land management and use systems in each area;
 - o Document the patterns of use of natural resources such as agriculture, livestock, logging, and land tenure;
 - o Characterize the main types of land degradation that occur in each landscape according to the different uses;
 - o Analyze, each land use system, the best land management practices implemented by populations to reverse degradation;
 - o Identify technologies and practices that promote sustainable land use.
 - o Provide recommendations for more efficient and sustainable use of land, taking into account the needs of local populations, particularly women, and the preservation of the environment;
 - o Propose a realistic and feasible action plan for sustainable land management in the community.
- **An Expert specialist in socio-economics, gender and social inclusion**, responsible for:
 - o Examining the socio-political and economic determinants that impact land use;
 - o Identify the constraints, weaknesses, potential and assets linked to current land use in each landscape by highlighting areas where interventions could improve sustainability and productivity ;
 - o Analyze the contribution of land use to job creation;
 - o Assess the vulnerability of local populations to fluctuations in agricultural production;
 - o Propose an action plan for sustainable land management in the community.
 - o Etc.

VII. COURSE, DURATION AND PERIOD OF THE STUDY

The service will be carried out for an estimated duration of 40 working days. Report approval times are not included.

VIII. COMPOSITION OF THE APPLICATION FILE

Candidates interested in this provision of services must prepare the following elements:

- The submission letter addressed to the Regional Director of IUCN-PACO;
- A technical proposal including a short note of understanding of the objectives of the mission, a description of the proposed methodology, a presentation of the implementation team with description of the qualifications and skills of each member in relation to the mission and the execution timetable of the mission, including the summary of previous similar experiences of the team;
- A detailed financial proposal including a detailed budget linked to the mission. The financial offer will include all costs linked to the performance of the service: professional fees, travel, supplies etc. Other costs related to the organization of the validation workshop are not to be included in the consultant's financial offer.
- A detailed CV of the proposed experts.

IX. SELECTION CRITERIA

9.1. Technical proposition

The technical proposal must respond explicitly and separately to each of the criteria set out below, citing the reference number of the criterion concerned (left column).

Nominations presented in any other form will significantly increase the time required for their evaluation and may therefore be rejected at the discretion of IUCN.

When CVs are requested, they should be of those who will actually perform the specified work. The people proposed can only be replaced in the agreement with IUCN.

IUCN will evaluate technical proposals based on each of the following criteria and their relative importance:

No.	Criteria technical evaluation	Source of information	Weight relative
1	Composition of the consultant team	CVs	5%
2	Methodology and work plan	Details of the methodology and work plan in the submitted proposal	40%
3	Experience in environmental assessment, particularly biophysical assessment and ecosystem services	CV and description of experience in the proposal	10%
4	Experience in socio-economic analyzes and land use policy	CV and description of experience in the proposal	10%
5	Experience in rural development and sustainable land management in communities	CV and description of experience in the proposal	10%
6	Experience in the area of local capacity assessment and community adaptation to climate change	CV and description of experience in the proposal	10%
7	Experience working with grassroots stakeholders including producer groups, particularly women	CV and description of experience in the proposal	10%
8	Familiarity with the project area	Summary in the proposal	5%

	Total	100%
--	--------------	-------------

9.2. Financial proposal

The financial proposal must be a fixed and firm price for the supply of the goods/services mentioned in the tender in their entirety.

Rates and prices submitted are deemed to include all costs including withholding tax. IUCN will not accept fees other than those clearly indicated in the financial proposal. These fees include withholding taxes and other similar taxes. It is your responsibility to determine whether these taxes apply to your organization and include them in your financial offer.

The rates and prices of the proposal are expressed excluding value added tax and in **Canadian dollars (CAD)**.

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

Description	Quantity	Unit price (CAD)	Total price (CAD)
1			
2			
3			

X. Evaluation of proposals

10.1. Technical evaluation

Your proposal will be assigned a score of 0 to 10 for each of the technical evaluation criteria, such that "0" corresponds to a low score and "10" to a high score.

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

The score obtained for each technical evaluation criterion will be multiplied by the corresponding relative weight (see section 9.1) and these weighted scores will be added to obtain the overall technical score of the proposal.

10.2. Financial evaluation

The financial evaluation will be based on the total price submitted. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that met the minimum quality thresholds (see section 10.1) by the total price of your financial proposal.

So, for example, if your financial proposal is for a total amount of 100 CAD and the lowest financial proposal is 80 CAD, you will obtain a financial score of $80/100 = 80\%$.

10.3. Total score

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

The relative weightings will be as follows

Technique: 70
Financial: 30%.

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

IUCN will then enter into contract negotiations with the bidder with the highest final weighted score, provided that all other submission criteria, as set out in this documentation, are also met and respected.

XI. PAYMENT TERMS

<i>Deliverables</i>	<i>Deadline</i>	<i>%</i>
<i>Deliverable 0: Signed contract and payment of reimbursable fees</i>	<i>0 days</i>	<i>0%</i>
<i>Deliverable 1: Start-up report including a Methodological note, a detailed work plan but also supporting documents for reimbursable costs;</i>	<i>5 days</i>	<i>30%</i>
<i>Deliverable 3 : Draft version of the evaluation report including all analyzes contained recorded</i>	<i>30 days</i>	<i>30%</i>
- <i>Deliverable 4 :</i> Final version of the final report taking into account partners' observations and recommendations. <i>A list of key stakeholders including youth and women representatives consulted in both landscapes and raw data for the analysis.</i>	<i>05 days</i>	<i>40%</i>
<i>TOTAL</i>	<i>40 days</i>	<i>100%</i>

XII. SUBMITTING FILES

Interested consultants are kindly requested to send in password-protected PDF format to the following addresses: andre-marie.tine@iucn.org; cc_procurement-paco@iucn.org with the subject: “ ***Proposal – NbS for Guinean Forests: Socio-economic, Biophysical and landuse baseline assessment for Lake Bosomtwe and Wassa Amenfi landscapes*** no later than “**June 13th, 2024 at 11:59 p.m. (GMT)**).

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

DECLARATION in relation to RfP **PACO IUCN-24-05-P04531-2**

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

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

Registered Address (incl. country): _____

Year of Registration: _____

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

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>

< **Name and position of authorised representative of the Proposer** >

DECLARATION in relation to RfP **PACO IUCN-24-05-P04531-2**

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable, including Personal Data as defined by the European Union's General Data Protection Regulation (GDPR). I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

I further confirm that the following statements are correct:

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

<Date and Signature>



Attachment 3 Contract Template

TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH AN INDIVIDUAL (“SELF-EMPLOYED”)

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

- 1. READ ALL PROVISIONS;**
- 2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;**
- 3. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);**
- 4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;**
- 5. SHARE WITH OLA and FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)**

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

**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 (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. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

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

3. INDEPENDENT STATUS

3.1 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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

3.3 The Consultant shall not hold himself/herself out or permit himself/herself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

4. OBLIGATIONS

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

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

4.3 In the case of illness, accident or a case of Force Majeure as described under clause 16.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

5. REMUNERATION

5.1 As full remuneration for the services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

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

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

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

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

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recupere any funds already paid for unfulfilled Services.

5.4 IUCN shall make payments to the Consultant’s bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant’s bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

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

6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy and Procedures for Non-Staff for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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

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

8. CONFIDENTIALITY

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

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

8.3 The Consultant shall:

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

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

8.4 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in breach of the obligations of this clause 8. The Consultant shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

10.2 Pre-existing Intellectual Property (“Pre-existing Rights”) of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

10.5 Neither Party shall have the right to use the other Party’s name, logo and/or other trademarks in any medium and for whatever purpose without the other Party’s prior written consent in each instance of use.

11. LIABILITY AND INDEMNITY

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

12. COMMUNICATION AND NOTICES

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

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

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

13. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at

https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. PROCESSING OF PERSONAL DATA

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data

protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

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

i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

ii. defaults in carrying out any of its obligations under this Agreement;

iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

16.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this clause 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in article 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

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

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

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

18.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

18.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.

18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

18.6 All provisions that logically ought to survive termination of this Agreement shall survive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The Parties agree that the signed

counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]

