

# IUCN Request for Proposal: Analysis of Legislative and Institutional Framework and Plastics Policy Effectiveness Assessment for Sierra Leone

**Project:** Cost center 3800, projet AFRIPAC, P04357, PA04357.A7, et bailleur : Norad. Les codes sont DR04357.21(A3), DR04357.22(A3), DR04357.23(A3), DR04357.12(A6).

## **Background:**

The [AFRIPAC project – Effective Capacity Building for the Global Plastics Treaty in Africa](#) – is jointly executed by the International Union for Conservation of Nature (IUCN) in collaboration with GRID Arendal. This initiative aims to empower five African countries – Cape Verde, Guinea Bissau, Sao Tome and Principe, Senegal, and Sierra Leone – by enhancing their knowledge and capacity to actively participate in the negotiations for the Global Plastics Treaty. The project's objectives are threefold: i) to ensure global commitments to end plastic pollution and strengthen the negotiation capacities of key stakeholders, ii) to improve National Action Plans and policies on plastics and waste management, and iii) to align global plastics policy to the national and regional instruments to prevent marine litter. This project is funded by Norad, the Norwegian Development Agency. The World Commission on Environmental Law (WCEL), under the direction of the IUCN Environmental Law Team (ELT), will conduct the necessary analyses of current policies and regulatory frameworks on plastics, waste management, and EPR, at national levels. An assessment of the impacts and effectiveness of legal/policy instruments will also be conducted. The policy analysis focusing on plastics will include a gap analysis aimed at identifying barriers that hinder the successful implementation of a plastics treaty.

**Deliverables:** Sierra Leone Plastics Policies assessment report

**Timeframe:** June-November 2024

**Budget:** The maximum available budget for this work is CHF 9 075 – 10 000 USD (to be used as 20 days of work in 5 months). Please submit a detailed budget in your proposal.

**Ocean Team:** RFP - Analysis of Legislative and Institutional Framework and Plastics Policy Effectiveness Assessment for Sierra Leone

**Issue Date 31/05/2024 Closing Date and Time: 20/06/2024 23:59 CEST**

**IUCN Contact:** Janaka De Silva ([Janaka.DeSilva@iucn.org](mailto:Janaka.DeSilva@iucn.org))

## **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 900 staff operating projects in 160 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 1,400 Member organisations and some 18,000 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.

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

The detailed Terms of Reference can be found in Part 2 of this RfP.

### **1.3. The procurement and delivery process**

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	31 May 2024
<b>RfP Closing Date and Time</b>	20 June 2024 at 23:59 CEST
<b>Estimated Contract Award Date</b>	10 July 2024
<b>Delivery Date</b>	30 November 2024

### **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.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "Proposer's Declaration" presented in Annex of this RfP and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

### **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 August 2022.

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

### **1.6. Amendments to RfP documents**

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

### **1.7. Proposal lodgement methods and requirements**

Proposers must submit their Proposal to IUCN no later than 23:59 CEST on 20 June 2024 by email to: [Janaka.DeSilva@iucn.org](mailto:Janaka.DeSilva@iucn.org); [Alima.Koite@iucn.org](mailto:Alima.Koite@iucn.org) and [Lynn.Sorrentino@iucn.org](mailto:Lynn.Sorrentino@iucn.org)

The subject heading of the email shall be “**AFRIPAC Policy Assessment for Sierra Leone Proposal**”. Electronic copies are to be submitted in PDF 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 2 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 – TERMS OF REFERENCE

The overall objective of this consultancy is to conduct a comprehensive analysis of the legislative and institutional frameworks as well as the infrastructural capacities in **SIERRA LEONE**. This analysis aims to evaluate the effectiveness of policies related to plastics and waste management, and to identify strengths, weaknesses, and gaps within the existing legal and institutional structures, across the entire lifecycle of plastic within the country. Additionally, an assessment of the implementation barriers hindering the effectiveness of current laws/policy as well as the effective execution of a plastics treaty will be conducted. Through this assessment, the consultancy seeks to provide actionable insights and informed recommendations for enhancing national policies and fostering the transition towards environmentally sound waste management practices integrating circular economy principles and using a holistic approach.

### Specific Activities

The consultant will work in close collaboration and at the direction of the WCEL and ELT to develop resources and recommendations to improve the legal and policy frameworks applicable to plastics in **SIERRA LEONE**.

The consultant shall undertake the following tasks:

#### Task 1 – Analysis of legislative frameworks

- Conduct a comprehensive review of relevant legislation, regulations, and policies related to plastics and waste management in **SIERRA LEONE**.
- Assess the organizational structures, mandates, and capacities of key institutions responsible for implementing and enforcing relevant laws and policies.
- Conduct a comparative analysis of existing laws/policies and how they align with meeting the requirements of the developing plastic treaty
- Review available data, reports, and studies to evaluate the impact and effectiveness of existing policies and programs.

The consultant will undertake a five-level analysis of effectiveness of one or two legal tool(s) in **SIERRA LEONE** relating to plastics and waste management, working in close connection with the IUCN WCEL:

- *International Level:* How are existing policies linked to the potential content of an international, legally binding instrument to combat plastic pollution (Plastics Treaty, INC process)? What other MEAs is the country responsible for implementing? How will the aspects of circular economy, waste management, just transition, trade issues, and informal sector align with existing policies if implemented in a Plastics Treaty?
- *Instrumental Level:* How is the tool or policy expressed through national and sub-national legal instruments (including a deemed appropriate legislation, regulation, policy and case law)?
- *Institutional Level:* How has the tool been implemented through institutions and organizational structures?
- *National and Behavioural Level:* How do instruments and institutions affect the behaviour of government officials, regulated entities, consumers and users, civil society, and others?
- *Outcome Level:* How has this affected the level of pollution in the marine environment?

The consultant will be asked to gather this information through the following sources, namely:

- Review of International, regional, national, and sub-national legal and policy instruments, including case law where relevant;
- Literature, including technical and scientific literature;
- Official government statements and records;
- ECOLEX and other legal databases; and
- Statements or submissions of **SIERRA LEONE** to the INC processes as published [here](#).

**Task 2 – Stakeholder consultations**

- Engage with key stakeholders including government officials, civil society organizations, experts, and community representatives through interviews, focus group discussions, and surveys. At least 2 key informant interviews conducted per stakeholder group including civil society, government actors (in particular subnational governments, and ministries), private sector, experts, consumer groups and other stakeholders in order to guide national policies and regulatory action; and
- Identify best practices and lessons learned from other jurisdictions or international standards that could inform policy recommendations; and
- Help in the organisation of and participate in a national workshop (hybrid) to validate the findings with stakeholders.

**Task 3 – Country Policy assessment**

- Prepare a detailed report outlining findings, conclusions, and recommendations for Sierra Leone, including actionable strategies for enhancing the legislative and institutional frameworks.

The consultant can set up an interdisciplinary team composed of experts in law, economy, science, or other relevant fields to develop a complete assessment.

**Format**

The analysis should be of a maximum of 15 pages (in English, Arial, 11 points, line spacing 1.5). A Word template will be provided to the consultant to use.

**Timeline**

The total timeline for the completion of the task is 12 calendar weeks.

Output	Timeline	Lead
First draft of the policy effectiveness assessment	5 calendar weeks	Consultant
Review of the first draft	2 calendar weeks	WCEL, IUCN, ELT
Final draft of the policy effectiveness assessment	3 calendar weeks	Consultant
Final review of the policy effectiveness assessment	2 calendar weeks	WCEL, IUCN, ELT

## Schedule and deliverables

Milestone / deliverable	Indicative completion date
Terms of Reference shared and posted	31 May 2024
Receive proposals	20 June 2024
Interviews of consultants	30 June 2024 approximately
Consultant hired and contracts signed	10 July 2024
First kick off meeting (online) with WCEL, IUCN, ELT, consultant	20 July 2024 approximately
Check in with consultants in calls to review progress	15 August 2024
Revert draft back to consultant	30 August 2024
Second draft policy assessments completed by consultant incorporating feedback	15 September 2024
Final versions accepted	22 September 2024
Sharing with countries (2 check in points)	30 September 2024
Workshop (online, hybrid) deadline for validation	October 2024
Final versions published online/IUCN	October/November 2024

## Budget

The maximum available budget for this work is CHF 9 075 – 10 000 USD (to be used as 20 days of work in 5 months). Please submit a detailed budget in your proposal.

The consultant shall submit an invoice according to the schedule of payments described below:

- First payment on signing of contract, of 40%
  - This is 4,000 USD
- Second payment by delivery of second revised draft, approximately 15 July, of 30%
  - This is 3,000 USD
- Third payment by final delivery after workshop, end September, of 30%
  - This is 3,000 USD

## Consultant Requirements and/or Criteria

- Consultant must be fluent in English and a resident of Sierra Leone.
- Education and background minimum required:
  - Proof of LLM/ law degree is preferred.
  - Minimum of 5 years' experience in the legal and/or policy fields in SIERRA LEONE.
- Links to publications and/or legal work
- Proof of consultancy and independent status for working in SIERRA LEONE is an asset.

## Submission of Proposals

We welcome proposals from Organisations and/or individual Consultants. All documents must be in English.



- a) Personal CV of the person that will prepare and lead the activities, indicating all relevant past experiences and main competencies; CVs of any other people to be involved should also be submitted.
- b) A brief description (max 2 pages) of why the person is the most suitable for the assignment, including a short description of the plan and methods envisaged to meet the deadline.
- c) A short budget description that demonstrates that the assignment will be done within the budget envelope.
- d) Links to publications and/or legal work.

### **How to apply?**

The interested organizations or individuals, who meet the above-mentioned criteria, may send their completed applications to IUCN by email to: [Janaka.DeSilva@iucn.org](mailto:Janaka.DeSilva@iucn.org) and cc Alima Koite ([Alima.Koite@iucn.org](mailto:Alima.Koite@iucn.org)) and Lynn Sorrentino ([Lynn.Sorrentino@iucn.org](mailto:Lynn.Sorrentino@iucn.org))

with the Subject **“AFRIPAC Policy Assessment for Sierra Leone Proposal”** no later than 20 June 2024 at 23:59 CEST.

Please send all files in PDF format.



**PART 3 – THE EVALUATION MODEL**

Proposals submitted for this work will be evaluated based on the following criteria

<b>Evaluation Criteria</b>	<b>Points available</b>
<b>1. Quality of the Expression of Interest</b>	<b>40</b>
Understanding of the assignment	10
Approach and capacity to deliver on the objectives	20
Methods proposed	10
<b>2. Qualifications of the Writers/Team</b>	<b>55</b>
Experience level	25
Design expertise	30
<b>3. Budget</b>	<b>5</b>
<b>Total</b>	<b>100 points</b>

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

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

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

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

**4.1. Declaration**

Please read and sign the “Proposer’s Declaration” presented in annex and include this in your proposal.

**4.2. Technical information/Service Proposal**

For this work, IUCN welcomes applications from Organisations and/or individual Consultants. In order to be considered, proposal need to include:

- Consultant must be fluent in English and resident of SIERRA LEONE.
- Personal CV of the person that will prepare and lead the activities, indicating all relevant past experiences and main competencies; CVs of any other people to be involved in the work should also be submitted.
- A brief description (max 2 pages) of why the person is the most suitable for the assignment, including a short description of the plan and methods envisaged to meet the mid-term review objectives.
- A short budget description that demonstrates that the assignment will be done within the budget envelope.
- Links to publications and/or legal work
- Proof of consultancy and independent status for working in SIERRA LEONE is an asset.

**4.3. Pricing information**



**Prices include all costs**

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

**Applicable Goods and Services Taxes**

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

**Currency of proposed rates and prices**

All rates and prices submitted by Proposers shall be in USD, United States dollar.

**PART 5 – PROPOSED CONTRACT**

Below is a proposed Contract for the Plastic Waste Free Islands Blueprint project deliverables. 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.

<b>CONTRACT REFERENCE NUMBER</b>	
<b>PROJECT NUMBER</b>	
<b>AWARD NUMBER</b>	

**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

**(PROPOSER NAME AND INFO** (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;

**Whereas** IUCN wishes to obtain advisory and consulting services from the Consultant. 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 assist IUCN perform the tasks of the work products and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

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

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

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

### **2. TERM**

This Agreement comes into effect upon its signature by both Parties (the “Effective Date”) and will expire on 31 December 2022 (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**

1.1 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.

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

1.3 In the case of illness or accident or a case of Force Majeure as described under clause 16.3 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 XXX (“the Remuneration”) as follows:

5.2 This budget is a lumpsum that includes consultancy fees, travel costs, accommodation, insurance, and related expenditures.

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

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

5.5 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:

5.5.1 First of two payments made at signing of contract.

5.5.2 Second of two payments made upon final delivery, latest 31 December 2022.

5.6 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.

5.7 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 – N/A**

## **7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS**

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

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

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

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

## **8. CONFIDENTIALITY**

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

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

8.3 The Consultant shall:

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

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

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It 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, data, 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.

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

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

## 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
Janaka De Silva Senior Programme Coordinator Ocean Rue Mauverney 28 1196 Gland, Switzerland <a href="mailto:Janaka.DeSilva@IUCN.org">Janaka.DeSilva@IUCN.org</a> +41229990000	

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

## 13. 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](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](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 unethical behaviour, 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. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)**

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

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at [https://www.iucn.org/sites/dev/files/seah\\_revised\\_version\\_2020apr27.pdf](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 and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right 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 Antifraud 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.

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 article 16.3.

#### 16.4 Effects of Termination

In the event of termination under this article, 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 clause 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**      **Proposer Info**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## PART 6 – DEFINITIONS

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

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

**ANNEX: PROPOSER’S DECLARATION**

PROPOSER’S DECLARATION

Contract for the provision of Blueprints for Plastic Waste Free Islands.

**1 ORGANISATIONAL INFORMATION**

Name/registered name:	
Legal Status	
Current trading name (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Registered address:	
Telephone:	
Fax:	
E-mail:	
Web-site:	

**2 CONTACT POINT FOR THIS TENDER**

Name:	
Position:	
Telephone Number:	
Email Address:	
Address:	

**3 HOLDING OR PARENT COMPANY (if applicable)**

Name/registered name:	
Previous names / registered names (if different):	

Current trading name:	
Previous trading names (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Address / registered address:	

#### 4 REFERENCES

Please provide, in the table below, the reference information of at least three (3) projects, which are of a similar nature to that which will arise from this tender. The information must include:

- Client name, location, and date of execution;
- Description of project and specifically the work done in the project by you / your company;
- The approximate contract value;
- Contact details for checking references (you must provide the name, title, email address and telephone numbers of someone who can be contacted to confirm the references provided).

Proposers are reminded that the references provided may be checked and the outcome of their feedback taken in consideration during the technical evaluation. Proposers must ensure that the provided contact details of the proposed referees are complete, detailed and updated.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				

#### 5 STATEMENT

I, the undersigned, being the authorised representative of the above Proposer, hereby declare that the Proposer has examined and accepts without reserve or restriction the entire content of the Request for Proposals (RfP) for the goods/services referred to above.

I confirm that:

- The Proposer is registered on the relevant professional or trade register of the State in which it is established;

- The Proposer is in full compliance with its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of Switzerland and those of the country where the Contract is to be performed;

and that none of the following **Exclusion Criteria** apply to the above Proposer or persons having powers of representation, decision-making or control over it:

- has a conflict of interest in connection with the Contract; (A conflict of interest could arise in particular as a result of economic interests, family or emotional ties, or any other relevant connection or shared interest.)
- has been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection;
- is bankrupt or being wound up, is having their affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata;
- has been guilty of grave professional misconduct;
- has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity.

I acknowledge on behalf of the Proposer that:

- it is unacceptable to give or offer any gift or consideration to an employee of IUCN as a reward or inducement in relation to the awarding of a contract and that such action will give IUCN the right to exclude a Proposer from the procurement process;
- any direct or indirect canvassing by a Proposer or their appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of IUCN concerning another Proposer may result in disqualification; and
- any price fixing or collusion with other legal entities in relation to this RfP shall give IUCN the right to exclude the Proposer(s) from the procurement process and may constitute an offence.

I fully recognise and accept that any inaccurate or incomplete information provided in the Proposal may result in its exclusion from this RfP and other future contracts with IUCN.

The Proposer will inform IUCN immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of any resulting Contract.

The Proposer offers to provide the goods/services requested in the RfP on the basis of the following documents:

- Proposer's Declaration (this document)
- Technical Proposal
- Financial Proposal

This Proposal is subject to acceptance within the validity period stipulated in the RfP (section





1.10)

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<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >