



# Request for Proposals (RfP) Mid-Term Review Consultant

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

**Issue Date: 21 May 2021**

**Closing Date and Time: 9 June 2021, 23:59 CET**

**IUCN Contact :**

Mihaela Dragan Lebovics  
Nature-based Solutions Project Officer  
IUCN Regional Office for Eastern Europe and Central Asia  
Tel: +381 11 2272 411  
Fax: +381 11 2272 531  
[mihaela.draganlebovics@iucn.org](mailto:mihaela.draganlebovics@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 around 950 staff in more than 50 countries.

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

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

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

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

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

IUCN invites you to submit a Proposal for the individual consultancy of Mid-Term Review Consultant in Serbia. The detailed Terms of Reference can be found in Part 2 of this RfP.

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

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	21 May 2021
<b>RfP Closing Date and Time</b>	9 June 2021, 23:59 CET
<b>Estimated Contract Award Date</b>	18 June 2021

#### **1.4. Conditions**

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

Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

#### **1.5. Queries and questions during the RfP period**

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

Proposers may submit their queries no later than 17:00 CET 4 June 2021.

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

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

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

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

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 9 June 2021 by email to: [mihaela.draganlebovics@iucn.org](mailto:mihaela.draganlebovics@iucn.org). The subject heading of the email shall be [RfP – MTR expert in Serbia - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission. Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

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

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

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

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

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

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

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

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

## PART 2 – THE REQUIREMENT

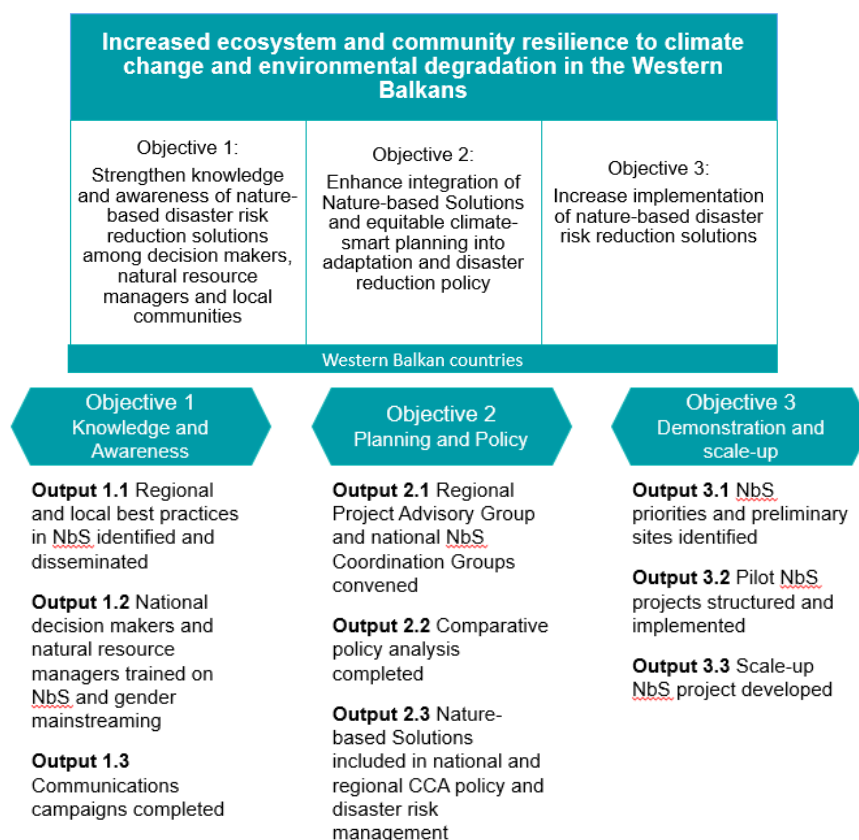
### 1. Introduction and Background

Climate change is increasing the frequency, intensity and magnitude of disasters, leading to a higher number of casualties, land degradation as well as property and economic losses. Nature can provide cost-effective, no-regret solutions, which help increase ecosystem and community resilience beyond their capacity to absorb and recover from a single disaster, such as a flood or drought. In particular, the Western Balkan economies are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains.

“**ADAPT: Nature-based Solutions for Resilient Societies in the Western Balkans**” (the ADAPT) is a three-year regional project funded by the Swedish International Development Cooperation Agency (Sida) and implemented by the International Union for Conservation of Nature and Natural Resources (IUCN), through the Regional Office for Eastern Europe and Central Asia (ECARO). The project started in November 2019 and will end in October 2022. The **overall objective** of the project is to increase ecosystem and community resilience to climate change and environmental degradation in the Western Balkans. The project focuses on Nature-based Solution (NbS) knowledge, policy and planning, implementation and scale-up. In more details, the ADAPT is pursuing the following **specific objectives** across the Western Balkans:

1. Increase knowledge and awareness of nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities;
2. Integrate NbS and equitable climate-smart planning into adaptation and disaster reduction policy;
3. Implement NbS for disaster risk reduction through pilot projects and their scale-up.

Figure 1 – the ADAPT structure and objectives



The ADAPT project focuses on 6 economies - Albania, Bosnia And Herzegovina, Kosovo, Montenegro, North Macedonia and Serbia. NbS interventions will be implemented in the field through two pilot projects in Albania and Serbia. Figure one above summarises the ADAPT structure and objectives.

The ADAPT project works with the six Western Balkan economies, regional and local partners, academia and research agencies, civil society organisations, international and national experts<sup>1</sup>. Internally, IUCN ECARO is

<sup>1</sup> the ADAPT is managed by an IUCN-ECARO based **Project Management Team (PMT)** which also includes **NbS Field Experts** in Albania, North Macedonia and Serbia. **NbS Coordination Groups (NbS CG)** - comprised of representatives of policy, planning and research institutions, natural resource

supported by the IUCN Thematic Programmes on Ecosystem Management, Forest Conservation, Water, and Governance and Rights with a view to ensuring full compliance with the [Global Standard for NbS](#) and high-quality assurance of project results.

## 2. Rationale and Objectives for the Mid-Term Review

As the Adapt project is approaching the mid-point of project implementation, an independent review must be conducted that will look into progress and effectiveness in achieving expected project objectives and outputs. This Mid-Term Review (MTR) fulfils the requirements of both SIDA and the IUCN Monitoring and Evaluation Policy to conduct an independent midterm review (MTR) for the purpose of learning and reflection on project management and early results. It is expected that the findings and recommendations of the MTR will help to identify any needed course corrections in the ADAPT approach and activities and bring valuable external reflections to help strengthen the project and complement the ADAPT Monitoring Evaluation and Learning (MEL) system through an adaptive management modality.

The MTR will inform SIDA, IUCN, implementing partners other stakeholders about the ADAPT effectiveness in achieving expected project objectives and outputs. In particular, the MTR is expected to allow:

- ✓ Determine progress being made toward the achievement of outcomes in all its three key intervention areas;
- ✓ Highlight achievements and lessons learned derived from the ADAPT design, implementation, and management so far – including in terms of design, implementation and monitoring and evaluation of the two pilot projects;
- ✓ Specific attention will be given to how the project contributed so far to the EU integration process, especially to chapter 27 on Environment and Climate Change and to how can the project further strengthen its support to EU Integration Process;
- ✓ Identification of the key beneficiaries of the project along with the results and experiences of methods employed in the project to map beneficiaries and stakeholders;
- ✓ Success in integrating gender equality in the project and ways to strengthen integration;
- ✓ Guide the identification of any issues requiring decisions and remedial actions, suggesting any mid-course corrections and/or adjustments to the ADAPT strategy, approach management and activities as necessary.
- ✓ Identify any lessons learnt so far to inform the design of NbS focused projects with similar scope and for the scaling up of NbS interventions.

In line with the globally recognised OECD evaluation criteria,<sup>2</sup> the MTR should organise findings and provide recommendations around the topics of relevance, effectiveness, achievements and challenges, efficiency and coherence in moving towards the project objectives and outputs. Please note that depending on project implementation levels more in depth analysis may occur on some of the criteria listed below while others will be less suitable for in-depth evaluation at this stage.

The **key evaluation questions** for the MTR are:

### a) Relevance

How appropriate and relevant is the ADAPT approach and intervention logic in terms of its objectives, and within the context of the six targeted economies and the Western Balkans Region? To what extent is the ADAPT fit-for-purpose to promote:

- ✓ Increased knowledge, capacities and awareness on Nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities;
- ✓ Increased awareness on and commitment to gender equality, gender mainstreaming and gender-sensitive interventions, and linkages with NbS;
- ✓ The successful implementation of on-the-ground NbS for DRR through the ADAPT pilots and scale up;
- ✓ Increased capacity in targeted economies to design NbS projects for submission to global funding facilities.

---

managers, government and non-government organisations - have been established at national level to provide support to project management in strengthening national policy, planning and implementation, capacity development and awareness raising. The ADAPT *Project Steering Committee (PSC)* is tasked with ensuring oversight and general project direction. Finally, the *Project Advisory Group (PAG)*, comprised of key national and international experts on CCA and DRR, will serve as a regional expert body set up to generate and disseminate knowledge and advise the Project Management Team and national partners on a range of technical issues related to NbS.

<sup>2</sup> [revised-evaluation-criteria-dec-2019.pdf \(oecd.org\)](#)

Has there been any change since the project was formulated that might have affected its relevance? If so, what are these changes and to what extent the project has managed to adapt to ensure it remains relevant? In particular, in what ways has the **Covid-19 pandemic** impacted the ADAPT progress (delays, cancellation, etc.)? How did the pandemic impacted the ADAPT knowledge products, capacity building activities, policy and planning processes as well as pilot activities? Are these impacts still ongoing? What adaptive measures were taken and/or should be taken going forward to address and mitigate the impact of Covid-19? Given impacts from Covid-19, at this point in time, will all project activities be successfully completed by the current project end date, or will there be a need for adjustments (in timeframe and/or targets)?

#### **b) Effectiveness**

How effective has been the ADAPT project so far? What has and has not worked so far and why? In particular:

- ✓ How effectively has the ADAPT project engaged with national policy makers and natural resource managers in the six targeted economies to raise interest in and understanding of NbS?
- ✓ How effectively has the ADAPT project been to position NbS as effective solutions to address climate risks, increase resilience and enhance compliance with EU policies such as EU Acquis and other international frameworks?
- ✓ How effective has the ADAPT project been in identifying the pilot sites and engaging targeted communities – especially women and vulnerable groups - to participate in the design and development of pilot NbS interventions?
- ✓ How effective has the ADAPT approach been so far to support learning and knowledge sharing within and across the 6 economies and more broadly in the Western Balkan regions, to create synergies and to underpin and scale up local and national achievements?
- ✓ To what extent are the ADAPT MEL strategy and tools adequate and effective to keep track of progress in view of i) understanding the results and, ultimately, the impact of the ADAPT project and ii) detect any needed implementation adjustments for better progress towards results? What adjustments to the MEL system are recommended?

#### **c) Achievements and challenges in moving towards objectives and outcomes**

To what extent has the ADAPT progressed in achieving the expected outcomes in each of its key intervention areas?

- ✓ What are the early markers of changes among decision/policy makers and other relevant partners that demonstrate that the ADAPT is on its way to enhance integration of NbS into national policies for CCA and DDR and national resource management plans?
- ✓ What are the enabling/constraining factors influencing the achievement and non-achievements of the outcomes?
- ✓ What are the early markers of the ADAPT project being on track to achieve its overall objective of increased ecosystem and community resilience (in pilot sites and more broadly at the national level)?
- ✓ Are there any unintended consequences as a result of the ADAPT interventions?
- ✓ What efforts are being made to ensure sustainability of the ADAPT results in the longer term?

#### **d) Efficiency**

To what extent are the current ADAPT operational modality and governance/management structure efficient in contributing to its overall achievements? To what extent are the ADAPT outputs in balance with the level of effort, time and resources spent?

- ✓ How efficient is the ADAPT in ensuring inputs (money, human resources, activities) are converted into the desired outputs according to the planned schedule?

To what extent are the roles, responsibilities and relations among the PMT, National NbS Coordination group, national field experts, Project Steering Committee (PSC) and the Project Advisory Group (PAG).

- ✓ PSC and PAG working effectively to guarantee an efficient management of the ADAPT and its good governance?
- ✓ How efficient is the collaboration between PMT, IUCN Commissions and IUCN Thematic Programmes?

In addition it is strongly advised to review the Monitoring and Evaluation (M&E) Framework of ADAPT and identify strengths and needs for improvements.

### e) Coherence

To what extent is the ADAPT project coherent with country priorities and needs and in supporting mainstreaming of NbS approaches and interventions that meet NbS Standard? How coherent and complementary are the ADAPT activities vis-à-vis other policies and initiatives undertaken by country Governments and other regional and international partners engaged in promoting resilience to climate change in the Western Balkans?

## 3. Audience for the review

The primary audiences for the ADAPT MTR are:

- ✓ Sida (donor);
- ✓ IUCN ECARO, IUCN Senior Management and IUCN Thematic Programmes engaged in supporting the implementation of the ADAPT;

The review can also be of interest to other key stakeholders such as the field experts, the NbS Coordination Groups, the ADAPT Project Steering Committee and the Project Advisory Group.

The review will be available to the public on IUCN's website.

## 4. Methodology

The MTR will be designed and coordinated by the Consultant under the supervision of the ADAPT Project Management Team (PMT) in IUCN ECARO. The evaluation process shall start **by Monday, 21 June** and end by **Monday, 26 July 2021**. Given the current Covid-19 situation, little or no travel is envisaged.

The MTR should use mixed methods to gather necessary information and to seek the view of the range of stakeholders who have been engaged in the ADAPT to date. This will include:

- ✓ the review of project documents including annual reports produced to date, scoping studies, pilot project documents, the comparative policy analysis and communication strategy-related material;
- ✓ At least 12 interviews of key stakeholders across all 6 economies (list to be provided at inception);
- ✓ Other methods may be proposed as needed - e.g. surveys or focus group.

The Consultant is expected to develop a review framework based on the suggested key evaluation questions above but may suggest additional questions or modifications. The inception report will be prepared as the first deliverable of the MTR and will include an "evaluation matrix" presenting how the key issues will be addressed, the data sources and the data collection methods that will be used for the MTR and a set of criteria to rate the strength of the evidence collected. Adequately addressing the key evaluation questions will be the basis for IUCN to sign off on the completeness of the MTR report.

All data collection tools should be included as annexes to the MTR report. The presentation of the MRT findings shall include all relevant links between evaluation questions, data collection, analysis and conclusions; they shall be presented in a structured and transparent manner. Conclusions and recommendations should be underpinned by a strong set of evidences.

## 5. Schedule and deliverables

The expected outputs are:

- ✓ An **inception report** including refined key evaluation questions; valuation matrix; work plan and schedule.
- ✓ A **draft 20-page MTR report**;
- ✓ A **final 20-page MTR report + Annexes**
- ✓ A two-page summary of key findings, lessons, recommendations and messages from the MTR report, that can be disseminated to the wider public for general information on the project's results and performance to date.
- ✓ A **webinar** on key findings, including **15 slides summary presentation** of key findings

### MTR Report – Content

The 20-page MTR report will follow the format below:

- A. Title page including project identification details
- B. Executive Summary (including at a minimum the methodology, findings and recommendations)
- C. Table of Contents
- D. List of Abbreviations and Acronyms
- E. A short introduction to project/programme – context and description
- F. Purpose of the MTR
- G. Evaluation Issues and Questions
- H. Methodology (including approach to data analysis)
- I. Findings - organized according to the key evaluation questions
- J. Conclusions and lessons learned
- K. Recommendations – actionable recommendations clearly linked to findings and lessons
- L. Appendices (ToR; Data collection instruments; MTR schedule/timetable; List of people met/interviewed; Documents consulted).

Milestone/ deliverable	Indicative completion date
Recruitment of MTR Consultant	June 18, 2021
Start date and Consultant appointed	June 21, 2021
Inception note including evaluation matrix	June 28, 2021
Draft report	July 12, 2021
IUCN comments on draft report	July 19, 2021
Final Report, two-page summary and webinar	July 26, 2021

### Qualifications of the Consultant

IUCN requires an evaluator or a team of evaluators (the Consultant) with the following expertise:

- ✓ At least 10 years' experience as an evaluator with demonstrated quantitative and qualitative data collection and analysis skills;
- ✓ Proven experience in conducting and managing evaluations of projects which involve international science-based organisations government agencies and non-governmental organisations (NGOs) as well as in conducting evaluations of projects and programmes related to climate change adaptation and mitigation and disaster risk reduction;
- ✓ Proven knowledge of global and EU frameworks and agreements relevant for climate change adaptation and disaster risk reduction, including the Paris Agreement, the Sendai Framework, Agenda 2030, EU policy;
- ✓ Experience in the Western Balkan region and understanding of the regional and national climate change policy landscape is an advantage;
- ✓ Knowledge and expertise on Nature-based Solutions highly desirable;
- ✓ Complete independence from IUCN;
- ✓ English language fluency in both speaking and writing. Knowledge of a local language would be considered as an additional asset

Women are strongly encouraged to apply. IUCN is an equal opportunity employer and the successful candidate will be selected based on merit.



## Budget

The maximum available budget for this review is EUR 15,000. The Consultant shall be paid by IUCN according to the following calendar:

- 30% upon signing of the contract
- 30% after presentation of the draft report
- 40% after the approval of the final reports

## Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to 31 September 2021.

## Meetings and travel

The consultant will participate in a number of physical and/or online meetings for validating all necessary outputs. At this stage there is no travel envisaged in light of the ongoing impacts of the COVID-19 pandemic. If a need for traveling will arise, this need will be assessed by the ADAPT PMT and if approved it will be subject to IUCN's travel policy. Approval of costs for travel will be subject to prior written approval by IUCN ECARO and submission of all receipts.

## Responsibilities and communication

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

## PART 3 – THE EVALUATION MODEL

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

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

Evaluation criteria	Maximum attainable points
1. Qualifications of the expert in evaluation with demonstrated quantitative and qualitative data collection and analysis skills. 2. Proven experience in conducting and managing evaluations of projects which involve international science-based organisations government agencies and non-governmental organisations (NGOs) as well as in conducting evaluations of projects and programmes related to climate change adaptation and mitigation and disaster risk reduction;	45
3. Quality of the project methodology and work plan.	30
4. Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in Serbia.	10
5. Price score.	15
<b>Total Score</b>	<b>100</b>



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

$$\mathbf{PS = 15 \times LP/PP}$$

Where:

PS is the Price Score of the offer under evaluation;

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

LP is the value of the lowest Budget offered by all Proposals in the Price evaluation;

PP is the value of the Budget offered through the Proposal under evaluation.

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

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

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

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

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

### ***4.1. Declaration***

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

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

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

- Executive summary of proposal.
- Candidate's background, including CV.
- List of similar projects within the last 5 years.
- At least one relevant example demonstrating the expert's experience in conducting and managing evaluations of projects which involve international science-based organisations, government agencies and non-governmental organisations (NGOs) as well as in conducting evaluations of projects and programmes related to climate change adaptation, mitigation and disaster risk reduction.
- Project methodology, including a description of how the expert intends to undertake the delivery of tasks, providing justification of the approach.
- Work plan.
- A short budget description that demonstrates that the assignment will be done within the budget envelope.
- Contact details of 3 referees, familiar with the proponent's experience.

### ***4.3. Pricing information***

#### **Prices include all costs**

The maximum available budget for this review is EUR 15 000. Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

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

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

#### **Currency of proposed rates and prices**

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

## PART 5 – PROPOSED CONTRACT

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

### CONSULTANCY AGREEMENT (the "Agreement")

between

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

and

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

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

#### PREAMBLE

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

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

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

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

**Now therefore** the Parties agree as follows:

#### 1. SERVICES

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

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

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

## 2. TERM

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

## 3. INDEPENDENT STATUS

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

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

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

## 4. OBLIGATIONS

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

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

1.3 In the case of illness, accident or a case of Force Majeure as described under clause 14.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

## 5. REMUNERATION

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

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

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

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I.

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]  
Account No.: [xxx]  
SWIFT Code or other bank routing code: [xxx]  
IBAN No: [xxx]

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

## **6. TRAVEL EXPENSES**

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

6.2 The IUCN Travel Policy (April 2019) shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

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

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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

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

## **8. CONFIDENTIALITY**

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

8.2 The Consultant shall:

8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;

8.2.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

8.3 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of IUCN, the Consultant will take all steps necessary to prevent further disclosure.

## 9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services and he/she may not make or retain copies.

## 10. INTELLECTUAL PROPERTY

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

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

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

## 11. LIABILITY

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

## 12 COMMUNICATION AND NOTICES

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

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

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

### **13 FRAUD, CORRUPTION AND ETHICS**

13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at [http://cmsdata.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

13.2 The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at [http://cmsdata.iucn.org/downloads/anti\\_fraud\\_policy.pdf](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

### **14 TERMINATION**

#### **14.1 Termination for cause**

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

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");

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

#### **14.2 Termination for lack of Donor funds**

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

#### **14.3 Termination for force majeure**

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations. This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

#### **14.4 Effects of Termination**

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

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

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

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

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



## 15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

## 16 GENERAL PROVISIONS

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

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

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

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

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

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

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

**IUCN, International Union for  
Conservation of Nature and  
Natural Resources**

**[full name of OTHER PARTY]**

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

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

**[Name of representative]**

**[Name of representative]**

**[Position of representative]**

**[Position of representative]**

## **PART 6 – DEFINITIONS**

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

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