Request for Proposals (RfP)  
Mid-term project evaluation:  
World Heritage Leadership

Requested by: IUCN Nature-Culture Initiative, on behalf of IUCN and ICCROM (the project partners)  

**Issue Date:** 23 January 2020  

**Closing Date and Time:** 13 February 2020, 17:00 CET 

IUCN Contact for Queries:  
Tim Badman  
Director, IUCN Nature-Culture Initiative  
IUCN Headquarters, Rue Mauverney 28, 1196 Gland, Switzerland  
Tel: +41 22 999 0278  
tim.badman@iucn.org  

**E-mail Address for submitting Proposals:**  
Procurement@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 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.  

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

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

www.iucn.org  
https://twitter.com/IUCN/

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the Mid-term evaluation of the World Heritage Leadership Programme. The detailed Terms of Reference can be found in Part 2 of this RfP. The World Heritage Leadership Programme is a partnership of IUCN and ICCROM (the International Centre for the Study of the Preservation and Restoration of Cultural Property – iccrom.org) and this RfP is issued on behalf of IUCN and ICCROM.
1.3. The procurement process
The following key dates apply to this RfP:

<table>
<thead>
<tr>
<th>RfP Issue Date</th>
<th>23 January 2020</th>
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</thead>
<tbody>
<tr>
<td>RfP Closing Date and Time</td>
<td>13 February 2020, 17:00 CET</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>23 February 2020</td>
</tr>
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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 12 February 2020.

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

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

1.7. Proposal lodgement methods and requirements
Proposers must submit their Proposal to IUCN no later than 17:00 CET on 13 February 2020 by email to procurement@iucn.org. The subject heading of the email shall be [RfP – WHL project evaluation - [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 in the form of e-mail attachments. Submissions by links to web-hosted documents (Dropbox, Google drive etc will not be accepted).

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

Introduction and background

The World Heritage Leadership programme (2016-2022), jointly implemented by IUCN and ICCROM with financial support from Norwegian Ministry of Climate and Environment, aims to improve the conservation and management practices for culture and nature through the work of the World Heritage Convention, as an integral component of the contribution of World Heritage Sites to sustainable development. The programme takes a new and transformative approach, in that it does not focus exclusively on work within the World Heritage Convention, but takes a wider view of the totality of conservation practice, and how working through World Heritage sites and the communities and specialists that support them, World Heritage can provide new and better leadership to achieve innovation, performance and excellence that will inspire wider practice. It takes a fully integrated approach to nature and culture from the outset, and focuses on the most pressing challenges where working through World Heritage has the most compelling possibility to make a difference. It focuses on:

- Setting and testing the leading standards for conserving sites, and ensuring their contribution to communities and sustainable development, through engaging in World Heritage;
- Providing high profile, widely translated documented advice on conservation policies and practices, notably by integrating the ICCROM-led Managing Cultural World Heritage manual and the IUCN-led Managing Natural World Heritage manual, into a single new publication;
- Establishing a network of internationally recognised leadership sites, which will include the World Heritage Sites demonstrating leading practice, and which can provide platforms for learning, and for capacity building;
- Building international networks between nature and culture practitioners and institutions that link on-ground practice with leadership at international, regional, national and local levels.
- Providing diverse training events, exchanges, and other capacity-building activities to support the work of both site managers and stakeholders, and national heritage services in diverse States Parties.

World Heritage Leadership is complementary to, broader than, and different from IUCN and ICCROM’s formal Advisory Body work in the World Heritage Convention, being orientated to direct work with States Parties, local government, communities and civil society with the partnership governed by IUCN and ICCROM with a consultative group of stakeholders. The programme is delivered in close coordination with our long-standing advisory partner in World Heritage, ICOMOS, and it is coordinated appropriately with the Heritage Division of UNESCO (which provides the statutory Secretariat function for the Convention, via the World Heritage Centre). The World Heritage Committee is kept informed and invited to help the programme grow. It also reaches out to new collaborations with conservation and development partners, including working directly with other international organisations, with the conservation and development specialist organisations in State Parties, with universities, and with the civil society and NGO sector who can all connect World Heritage to wider practice.

To date, the Programme has focused on building a coherent base of institutional support for World Heritage capacity building, linking diverse multiple partners and institutions to work together towards a shared objective to guide better, integrated management for heritage and people at all World Heritage Sites (whether recognised for their cultural or natural significance, and integrating considerations of sustainable development into site management). Updating and revising the guidance to site managers is taking form through the formulation of a single agreed Knowledge Framework which will be the foundation for a linked series of updated manuals that is being co-created with WH site managers on site management, disaster preparedness, climate change adaptation, and guidance on the use of impact assessment. The most obvious outputs of the work to date are a series of one-off and repeated training courses, workshops and an annual Site Managers Forum at the World Heritage Committee. These events are for WH practitioners and are linked to the development of content in the different thematic modules, and in order to ensure the building and consolidation of wider networks amongst practitioners and heritage sites at international, regional, national and...
local levels. The programme has maintained strong connections with the founding donor, Norway, in its work, and has also developed new partnership connections with Switzerland and the Republic of Korea. It has also partnered with a series of other institutions and initiatives (such as UNESCO Category 2 Centres, Universities, International Association for Impact Assessment) as well as connecting WH to wider conservation initiatives, most notably, to date, IUCN initiatives on the Green List, Panorama and Ecosystem-based adaptation. The programme has also been a catalyst for engaging in a newly proposed programme on linking nature and culture in the framework of the Convention on Biological Diversity (CBD).

**Scope of work**

This Mid-term Evaluation will include activities undertaken by IUCN and ICCROM from October 2016 to December 2019. The Evaluation will focus on: (i) the current progress of the leadership programme towards its intended goals and objectives and the likelihood of achieving the overall targets by completion; and (ii) suggest improvements and draw lessons learnt to date to inform thinking about leadership support. The Evaluation will ensure the accountability of the consortium towards its donor and programme stakeholders and provide lessons learnt that will generate actionable recommendations to improve the programme.

The Consultant is expected to review WHL documents and conduct interviews. The main method of investigation will be key informant interviews with the project implementation team, Norwegian Ministry of Climate and Environment, clients and other stakeholders across all the countries.

**Relevance:**

- To what extent does the WHL programme’s design and to-date implementation respond to the key needs and challenges that its target user groups and beneficiaries are facing? Are there needs unmet by the programme? Is the WHL programme a technically adequate solution to the problem at hand? What other solutions should the programme consider?
- To what extent, and how effectively are gender and social inclusion issues being addressed in the project?
- Does the WHL have an adequate theory of change? How does the WH programme expect to lead to sustainable improvements in conservation?

**Effectiveness:**

- How is the WHL progressing towards its intended deliverables and accomplishments set for the entire programme’s cycle?
- What changes in awareness, behavior, practices and performance (intended and unintended) have already occurred as a direct result of the WHL?
- What is the likelihood of achieving intended outcomes? Are initial changes likely to lead to the expected subsequent changes and programme outcomes? What can be done to make the Programme more effective?

**Impact:**

- What long term conservation effects, intended and unintended, are likely to occur as a direct result of the WHL? What is the likelihood of achieving intended impacts?
- What can be done to increase impacts?

**Efficiency:**

- How efficiently has the programme been managed and implemented? What should be done to improve efficiency? Could the results be achieved with fewer resources without reducing the quality and quantity? What should be done to improve efficiency?
• To what extent are risks well managed?
• Does the WHL have appropriate monitoring and evaluation system to track progress, assess contribution of WHL to changes in outcomes, measure impact and foster learning?
• Has the communication strategy been appropriate in reaching out to relevant stakeholders?

Sustainability:
• If the Programme were to be extended (as is currently under discussion), would this be justified and what results could be anticipated, how would the programme best adapt to increase its impact, and what sort of timelines and resource requirements might be anticipated to achieve different results?
• What is the likelihood that the target groups and beneficiaries endure after the project?
• How appropriate is the WHL’s exit strategy?

Deliverables

(i) An Inception Report, prepared with maximum 5 work-days, covering the evaluation objectives, the proposed methodology, an evaluation matrix, and a list of interviews with the schedule for the field missions. The schedules must include for all external (non-IUCN/ICCROM staff) interviews, a summary including: purpose, key questions/areas, data requested, expected duration, interviewees. This will be essential for IUCN and ICCROM to arrange external meetings with partners, customers, etc. The Inception Report should be submitted to the IUCN focal point by 6 March 2020 and include:

a. List of interviews to be undertaken by telephone, except for field visits below: IUCN, ICCROM, Norwegian Ministry of Climate and Environment, ICOMOS International, UNESCO World Heritage Centre, a minimum of 10 programme participants of respective modular activities in consideration of regional, gender, expertise balance, individual consultants in collaboration with Programme activities.

b. Field visits: IUCN (Gland, Switzerland – possibly twice), ICCROM (Rome, Italy), ICOMOS, UNESCO (Paris, France), Norwegian Ministry of Climate and Environment (Oslo, Norway). It is possible some meetings could be organized in one place to save travel.

c. With the exception of field visits it is expected that the consultant will work from their own office base during the evaluation.

(ii) A draft report to be produced on a maximum of 15 work-days should be shared with the IUCN focal point by 4 May 2020.

(iii) A presentation of the final results of the evaluation to be made to IUCN and ICCROM by 10 July 2020 (this date is tentative and can be changed to some degree, but not delayed significantly).

(iv) The final report should be submitted to IUCN and ICCROM by 31 July 2020.

PART 3 – THE EVALUATION MODEL

Proposals will be evaluated by internal review, including by the IUCN Programme Monitoring and Evaluation Unit, and the Directors of the Programme. The following process will be followed:

1. Screening questions. Proposals that do not meet these requirements will not be considered

1a. Is the proposal within the maximum budget available for the commission (Euro 55,000).

1b. Does the proposal confirm that the deadlines to be met in the Terms of Reference will be respected.

2. Proposals that meet the above requirements will be selected according to the following criteria and weighting

2a. Quality of proposal, including the team to be assigned to undertake the work, and evidence of past relevant experience: 80%

2b. Price of work offered: 20%

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

A complete technical proposal, responding to the Terms of Reference above, that will indicate:

a) The approach to be undertaken
b) Key dates and deadlines
c) Expectations of inputs from IUCN and ICCROM
d) Team members assigned to this work, and an estimate of the role and time each will provide to the project.

4.3. Pricing information

Prices include all costs

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

Applicable Goods and Services Taxes

Proposal rates and prices shall be exclusive of Value Added Tax.
Currency of proposed rates and prices
Unless otherwise indicated, all rates and prices submitted by Proposers shall be in Euro.

Rates and Prices
Please ensure the daily rates of team members contributing to the work are clearly stated in the pricing information.
PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for the Mid-term Evaluation (the Terms of Reference to be included in Annex). 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.

For initiating Unit

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<thead>
<tr>
<th>Account:</th>
<th>CC:</th>
<th>Project:</th>
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<td>Fund:</td>
<td>Activity:</td>
<td>DR:</td>
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RQ/PO:

CONSULTANCY AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “IUCN”),

and

XXXX, domiciled at XXXX, City, 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;

Whereas IUCN wishes to obtain advisory and consulting services from the Consultant 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 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 upon its signature by both Parties (the “Effective Date”) and will expire on (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 up to a maximum of XXX EUR (XXX Euros) ("the Remuneration") at the rate of up to XX days of professional work at XXX EUR per day, upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I.

5.1.1 A first instalment of EUR XXX (XXX Euros) corresponding to 60% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second and last instalment of up to EUR XXX (XXX Euros) corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I.

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

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

Name of account holder:
Address of account holder:
Name of Bank:
BIC Number:
Account Number:
IBAN Number:
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 in connection with this agreement will be booked by the Consultant and invoiced to IUCN. Travel expenses in connection with this Agreement shall not exceed CHF 10,000 (10,000 Swiss Francs). All travel has to be approved by IUCN before any reservation is made.

6.2. The IUCN Travel Policy (June 2015) shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

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

7. CONSULTANT’S WARRANTIES AND UNDERTAKINGS

7.1. The Consultant 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.

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 the World Heritage Leadership
Programme and its partners, ICCROM and 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:

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Tim Badman</td>
<td><a href="mailto:Tim.Badman@iucn.org">Tim.Badman@iucn.org</a></td>
</tr>
<tr>
<td>Director</td>
<td></td>
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<tr>
<td>Nature Culture Initiative</td>
<td></td>
</tr>
<tr>
<td>28 Rue Mauverney</td>
<td></td>
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<tr>
<td>1196 Gland</td>
<td></td>
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<tr>
<td>Switzerland</td>
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12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13 FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of the IUCN’s Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

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

14.1 Termination for cause

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

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

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

14.4 Effects of Termination

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

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

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

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

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

15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement in 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, 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" signature page were an original thereof.

IUCN, International Union for Conservation of Nature and Natural Resources

Date: ___________________________ Date: ___________________________

Tim Badman
Director, Nature Culture Initiative

ANNEX I: Terms of Reference
ANNEX II: Code of Conduct for IUCN’s work
Annex I
Terms of Reference

Introduction and background

The World Heritage Leadership programme (2016-2022), jointly implemented by IUCN and ICCROM with financial support from Norwegian Ministry of Climate and Environment, aims to improve the conservation and management practices for culture and nature through the work of the World Heritage Convention, as an integral component of the contribution of World Heritage Sites to sustainable development. The programme takes a new and transformative approach, in that it does not focus exclusively on work within the World Heritage Convention, but takes a wider view of the totality of conservation practice, and how working through World Heritage sites and the communities and specialists that support them, World Heritage can provide new and better leadership to achieve innovation, performance and excellence that will inspire wider practice. It takes a fully integrated approach to nature and culture from the outset, and focuses on the most pressing challenges where working through World Heritage has the most compelling possibility to make a difference. It focuses on:

• Setting and testing the leading standards for conserving sites, and ensuring their contribution to communities and sustainable development, through engaging in World Heritage;
• Providing high profile, widely translated documented advice on conservation policies and practices, notably by integrating the ICCROM-led Managing Cultural World Heritage manual and the IUCN-led Managing Natural World Heritage manual, into a single new publication;
• Establishing a network of internationally recognised leadership sites, which will include the World Heritage Sites demonstrating leading practice, and which can provide platforms for learning, and for capacity building;
• Building international networks between nature and culture practitioners and institutions that link on-ground practice with leadership at international, regional, national and local levels.
• Providing diverse training events, exchanges, and other capacity-building activities to support the work of both site managers and stakeholders, and national heritage services in diverse States Parties.

World Heritage Leadership is complementary to, broader than, and different from IUCN and ICCROM’s formal Advisory Body work in the World Heritage Convention, being orientated to direct work with States Parties, local government, communities and civil society with the partnership governed by IUCN and ICCROM with a consultative group of stakeholders. The programme is delivered in close coordination with our long-standing advisory partner in World Heritage, ICOMOS, and it is coordinated appropriately with the Heritage Division of UNESCO (which provides the statutory Secretariat function for the Convention, via the World Heritage Centre). The World Heritage Committee is kept informed and invited to help the programme grow. It also reaches out to new collaborations with conservation and development partners, including working directly with other international organisations, with the conservation and development specialist organisations in State Parties, with universities, and with the civil society and NGO sector who can all connect World Heritage to wider practice.

To date, the Programme has focused on building a coherent base of institutional support for World Heritage capacity building, linking diverse multiple partners and institutions to work together towards a shared objective to guide better, integrated management for heritage and people at all World Heritage Sites (whether recognised for their cultural or natural significance, and integrating considerations of sustainable development into site management). Updating and revising the guidance to site managers is taking form through the formulation of a single agreed Knowledge Framework which will be the foundation for a linked series of updated manuals that is being co-created with WH site managers on site management, disaster preparedness, climate change adaptation, and guidance on the use of impact assessment. The most obvious outputs of the work to date are a series of one-off and repeated training courses, workshops and an annual Site Managers Forum at the World Heritage Committee. These events are for WH practitioners and are linked
to the development of content in the different thematic modules, and in order to ensure the building and consolidation of wider networks amongst practitioners and heritage sites at international, regional, national and local levels. The programme has maintained strong connections with the founding donor, Norway, in its work, and has also developed new partnership connections with Switzerland and the Republic of Korea. It has also partnered with a series of other institutions and initiatives (such as UNESCO Category 2 Centres, Universities, International Association for Impact Assessment) as well as connecting WH to wider conservation initiatives, most notably, to date, IUCN initiatives on the Green List, Panorama and Ecosystem-based adaptation. The programme has also been a catalyst for engaging in a newly proposed programme on linking nature and culture in the framework of the Convention on Biological Diversity (CBD).

**Scope of work**

This Mid-term Evaluation will include activities undertaken by IUCN and ICCROM from October 2016 to December 2019. The Evaluation will focus on: (i) the current progress of the leadership programme towards its intended goals and objectives and the likelihood of achieving the overall targets by completion; and (ii) suggest improvements and draw lessons learnt to date to inform thinking about leadership support. The Evaluation will ensure the accountability of the consortium towards its donor and programme stakeholders and provide lessons learnt that will generate actionable recommendations to improve the programme.

The Consultant is expected to review WHL documents and conduct interviews. The main method of investigation will be key informant interviews with the project implementation team, Norwegian Ministry of Climate and Environment, clients and other stakeholders across all the countries.

**Relevance:**

- To what extent does the WHL programme’s design and to-date implementation respond to the key needs and challenges that its target user groups and beneficiaries are facing? Are there needs unmet by the programme? Is the WHL programme a technically adequate solution to the problem at hand? What other solutions should the programme consider?
- To what extent, and how effectively are gender and social inclusion issues being addressed in the project?
- Does the WHL have an adequate theory of change? How does the WH programme expect to lead to sustainable improvements in conservation?

**Effectiveness:**

- How is the WHL progressing towards its intended deliverables and accomplishments set for the entire programme’s cycle?
- What changes in awareness, behavior, practices and performance (intended and unintended) have already occurred as a direct result of the WHL?
- What is the likelihood of achieving intended outcomes? Are initial changes likely to lead to the expected subsequent changes and programme outcomes? What can be done to make the Programme more effective?

**Impact:**

- What long term conservation effects, intended and unintended, are likely to occur as a direct result of the WHL? What is the likelihood of achieving intended impacts?
- What can be done to increase impacts?

**Efficiency:**

- How efficiently has the programme been managed and implemented? What should be done to improve efficiency? Could the results be achieved with fewer resources without reducing the quality and quantity? What should be done to improve efficiency?
• To what extent are risks well managed?
• Does the WHL have appropriate monitoring and evaluation system to track progress, assess contribution of WHL to changes in outcomes, measure impact and foster learning?
• Has the communication strategy been appropriate in reaching out to relevant stakeholders?

Sustainability:
• If the Programme were to be extended (as is currently under discussion), would this be justified and what results could be anticipated, how would the programme best adapt to increase its impact, and what sort of timelines and resource requirements might be anticipated to achieve different results?
• What is the likelihood that the target groups and beneficiaries endure after the project?
• How appropriate is the WHL’s exit strategy?

Deliverables

(i) An Inception Report, prepared with maximum 5 work-days, covering the evaluation objectives, the proposed methodology, an evaluation matrix, and a list of interviews with the schedule for the field missions. The schedules must include for all external (non-IUCN/ICCROM staff) interviews, a summary including: purpose, key questions/areas, data requested, expected duration, interviewees. This will be essential for IUCN and ICCROM to arrange external meetings with partners, customers, etc. The Inception Report should be submitted to the IUCN focal point by 6 March 2020 and include.

a. List of interviews to be undertaken by telephone, except for field visits below: IUCN, ICCROM, Norwegian Ministry of Climate and Environment, ICOMOS International, UNESCO World Heritage Centre, a minimum of 10 programme participants of respective modular activities in consideration of regional, gender, expertise balance, individual consultants in collaboration with Programme activities.

b. Field visits: IUCN (Gland, Switzerland – possibly twice), ICCROM (Rome, Italy), ICOMOS, UNESCO (Paris, France), Norwegian Ministry of Climate and Environment (Oslo, Norway). It is possible some meetings could be organized in one place to save travel.

c. With the exception of field visits it is expected that the consultant will work from their own office base during the evaluation.

(ii) A draft report to be produced on a maximum of 15 work-days should be shared with the IUCN focal point by 4 May 2020.

(iii) A presentation of the final results of the evaluation to be made to IUCN and ICCROM by 10 July 2020 (this date is tentative and can be changed to some degree, but not delayed significantly).

(iv) The final report should be submitted to IUCN and ICCROM by 31 July 2020.

ANNEX II

CODE OF CONDUCT FOR IUCN's WORK IN RELATION TO PROVIDING ADVICE TO THE WORLD HERITAGE COMMITTEE

This code of conduct sets out rules of procedure for all work undertaken by IUCN in relation to providing advice to the World Heritage Committee, it aims to ensure that conflicts of interest in the conduct of IUCN’s advisory role within the World Heritage Convention are avoided.

In implementing its advisory role to the World Heritage Committee, IUCN will adhere to the following principles:

Decision taking

1. At all times IUCN will strive to provide objective and rigorous technical advice of the highest quality to the World Heritage Committee, in line with the requirements of IUCN established in the World Heritage Convention, and its Operational Guidelines and relevant Rules of Procedure.

2. In providing advice to the World Heritage Committee, IUCN will consult widely with relevant international, regional and local experts and specialists as appropriate, including scientists and managers involved and knowledgeable in natural heritage conservation, and with its Regional and Country Offices.

3. The recommendations to the World Heritage Committee that have been adopted by the IUCN World Heritage Panel (hereafter referred to as the Panel) are issued under the authority of the IUCN Director General, as provided for under the IUCN Statutes. The recommendations are final and may not be changed or amended in any way other than by the Panel itself.

4. Members of IUCN field missions will not comment, either in their technical or in their personal capacity, on whether a nominated property should be recommended for inscription on the World Heritage List, except to the Panel.

5. When new information concerning a nomination is submitted by a State Party before 28 February, a revised evaluation will be submitted to the Panel, or a working group convened for this purpose, in order that the recommendation to the World Heritage Committee may, if appropriate, be amended. New information received after 28 February will only be examined for submission to the following year's session of the World Heritage Committee.

6. The recommendations of IUCN field evaluators, reviewers and Panel members in relation to the evaluation of properties are confidential and may be discussed only within the Panel. Individuals may not engage the media, representatives of the State Party or any other individual or organisation that may or may not have an interest in the property concerned unless so authorized by the Chair of the Panel. Furthermore, members of the Panel and IUCN evaluators may not disclose the discussions that have taken place in the Panel nor may they circulate any Panel document (including draft evaluation and monitoring reports, review comments and analysis, draft policy papers) to any person that was not present in those discussions.

Measures regarding conflict of interest

7. All persons involved in IUCN’s work on World Heritage, including the members of the Panel are required to disclose to IUCN (via the Chair of the World Heritage Panel) any advice given or other work (scientific, professional, contractual or voluntary) done on advancing the nomination of any property including the particular circumstances of the service provided.

8. The Chair of the Panel is required to disclose to IUCN (via the Deputy Director General) any advice given or other work (scientific, professional, contractual or voluntary) done on advancing the nomination of any property including the particular circumstances of the service provided.

9. As far as practicable, members of the World Heritage Panel should not undertake evaluations of World Heritage properties during the period in which they are a Panel Member. Where, exceptionally, a member of the Panel has undertaken an evaluation of a natural or mixed site, or provided advice to the State Party during the preparation of a nomination, that person shall not participate in decision making in relation to the final IUCN recommendation in relation to that property.
10. IUCN will not use in its evaluations of nominated properties, persons who have contributed directly to the nomination file or who have a direct advisory or management responsibility for the property under consideration, regardless of the nationality of the experts concerned.

11. IUCN delegations to evaluate or monitor World Heritage Properties will not comprise persons from the concerned State Party. Members of the World Heritage Panel shall not take part in decision taking processes on reports that concern properties in their own country.

12. IUCN will not use experts in World Heritage evaluation missions who are currently serving as representatives of their countries on the World Heritage Committee or who support those countries in the World Heritage Committee.

13. In view of IUCN’s Statutes, and in particular the role of IUCN Council in the overall governance of the Union, members of IUCN Council may not represent IUCN in field evaluation missions, nor serve as members of the Panel.

14. All gifts received during an evaluation or monitoring mission should be reported in the mission report submitted to IUCN. No member of an IUCN evaluation mission should accept gifts of money, or items which could be seen as an inducement, from any person or organization associated with the property being evaluated or monitored. Acceptance of gifts of token value in association with missions should be in accordance with existing IUCN policy, and any gift accepted that could be construed as an inducement to an IUCN representative may not be retained and should be notified to the IUCN Head of Oversight who will identify the appropriate means of disposal or return to the State Party.

Activities of members and Commission members in support of States Parties

15. It is noted that member organizations of IUCN, and members of Commissions of IUCN, may at times provide input to States Parties nominations processes, or other activities directly related to the World Heritage Convention. In such cases it should be noted that they may not represent their input as being on behalf of IUCN, and they should take all reasonable steps to ensure that their role cannot be interpreted as advice of IUCN. Written statements of support provided in respect of a World Heritage nomination must not make any linkage to IUCN. States Parties should be requested to not refer to independent advisers as “IUCN experts/advisers”, “WCPA experts/advisers” or similar.

16. In the unlikely event that any statement of personal support that a Member or Commission member makes is subsequently included in a nomination as a view attributed to IUCN, it is the responsibility of the member to seek correction of this by the State Party at the earliest opportunity. This should be done in writing to the State Party with a copy sent to the Head, World Heritage Programme. IUCN will also seek to ensure any such instances are corrected.

17. Commission members working in an independent capacity on a nomination or potential nomination (including on tentative lists) should secure a clear written agreement with the State Party (or their representative) prior to commencing their work that includes a disclaimer along the following lines:

“XXXXX is a member of the IUCN World Commission on Protected Areas (or other Commission as appropriate), but under this agreement is acting in an independent capacity. Any views expressed by XXXXX in the execution of this contract shall not be represented as the views of IUCN.”

Communication of code of conduct

18. Every person employed or otherwise paid by IUCN in its Secretariat, or other capacity to process World Heritage nominations, and all participants in the Panel shall sign a copy of this statement and submit it to the Secretariat before taking up such duties.

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1 The IUCN Conditions of Service, January, 2006, state: “the value of a gift that may be accepted by a staff member at Headquarters in the course of, or as a result of, his/her work, without seeking the approval of his/her line manager, will not exceed CHF 500.”
19. A copy of this code of conduct must be provided to every other individual formally involved with IUCN World Heritage work, who will be requested by the Chair of the World Heritage Panel, to indicate their agreement to abide by the conditions of the Code.

IUCN, 2010
PART 6 – DEFINITIONS
For the purposes of this Request for Proposal (RfP) the following definitions apply:

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