Request for Proposals (RfP)
Ecological Footprint of 9 ecotourism itineraries

IUCN Centre for Mediterranean Cooperation, Ecosystem department

Issue Date: 30th January 2020

Closing Date and Time: 23rd February 2020 23.59 CET

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

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

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

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

The IUCN Mediterranean Cooperation Center (IUCN-Med), located in the city of Malaga, Spain, was created in 2000 under the Protocol of Collaboration signed by the then Ministry of Environment of the Spanish State, the Ministry of Environment of the Junta de Andalucia and IUCN, and its institutional mission is to work on the Mediterranean region

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for assessing, over the time of DestiMED PLUS project, the Ecological Footprint of 9 ecotourism itineraries in protected Areas in order to provide baseline information and inputs to improve their sustainability and reduce their ecological footprint. Further details of the Requirement are described in Part 2 of this RfP.
1.3. The procurement process

The following key dates apply to this RfP:

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<tbody>
<tr>
<td><strong>RfP Issue Date</strong></td>
<td>30 January 2020</td>
</tr>
<tr>
<td><strong>RfP Closing Date and Time</strong></td>
<td>23 February 2020, 23:59 CET</td>
</tr>
<tr>
<td><strong>Estimated Contract Award Date</strong></td>
<td>15 March 2020</td>
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</table>

1.4. Conditions

By participating in this RfP, Proposers accept to be bound by the conditions set out in this RfP. In particular, Proposers acknowledge that:

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

By issuing this RfP, IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer. IUCN reserves the right to terminate the procurement process at any time prior to contract award. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal and reserves the right to reject any Proposal which is incomplete, conditional or not complying with the RfP documents.

It is the Proposer’s responsibility to ensure that any consortium member, sub-contractor and adviser also abides by these conditions.

1.5. Queries and questions during the RfP period

Proposers are to direct any queries and questions regarding the RfP content or process to the IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP unless directed to do so by the IUCN Contact.

Proposers may submit their queries relating to this RfP no later than 15th of February 2020 at 23.59. Any queries should clearly reference any appropriate paragraph in the RfP and, to the extent possible, should be aggregated rather than sent individually. As far as is reasonably possible, IUCN will respond to all questions submitted before the deadline.

IUCN reserves the right to issue the responses to any questions to all Proposers unless the Proposer asking the question expressly requests, at the time the question is posed, for it to be kept confidential. If IUCN considers the contents of the question and/or the answer not to be confidential, it will inform the Proposer, who will then have the opportunity to withdraw the question.

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 23rd February 2020 by email to: Carla.danelutti@iucn.org. The subject heading of the email shall be [RfP – Assessing DestiMED PLUS itineraries ecological footprint [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.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and no later than 10.00 am on 24th February 2020, please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

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

Background

According to the UN World Tourism Organization (UNWTO), the Mediterranean is the world’s leading tourism destination, in terms of domestic and international tourism. The region receives more than 300 million international tourist arrivals, representing 30% of total world tourism, and half of these arrivals are in coastal areas. International tourist arrivals have grown from 58 million in 1970 to nearly 314 million in 2014, with a forecast of 500 million by 2030. Tourism in the Mediterranean region is highly concentrated, both spatially and seasonally, with most visits occurring during the summer months. Coastal tourism is the largest sea-related economic activity in the Mediterranean, with 11.3 percent [?] of the regional GDP. It is evident therefore that tourism represents an important source of revenues and employment in the Mediterranean area. At the same time it implicates enormous negative impacts for nature and society.

Large-scale studies of consumer tendencies and behavior (e.g. TripAdvisor, Travelocity-Sabre) have shown that there is a strong and growing preference by travelers for environmentally and socially responsible businesses and destinations. There is a strong desire to do no harm environmentally and to leave positive social benefits from their visits. Coupled with this, however, the studies have revealed a deep distrust of self-proclaimed sustainability claims by businesses and destinations.

Despite increasing international efforts to create harmonized concepts, agreed definitions and quality standards for ecotourism, these are still missing in the Mediterranean Region, where different organizations adopt different criteria and methods for managing and measuring quality and sustainability vary for ecotourism destinations and products.

DestiMED project has been a first attempt at identifying common sustainability standard for ecotourism product development for Mediterranean Protected Areas. During the project, a consortium of Mediterranean partners set up and tested in 13 Pilot Actions a system to assess and monitor the sustainability of Ecotourism products created under a common “Mediterranean ecotourism products” standard, to ensure the sustainability of ecotourism itineraries in Mediterranean protected areas. 

Main results of DestiMED project were:

- an ecotourism product development standard, the DestiMED standard, providing criteria and indicators for Protected Areas and Local service providers to properly plan, monitor and manage ecotourism products in their territory.

- a specific methodology to calculate the Ecological Footprint of 13 Pilot ecotourism itineraries, resulting in the creation of an Ecological Footprint Calculator for ecotourism itineraries.

- a guide, the DestiMED guide, collecting the whole process and particularly the collaborative approach to create sustainable ecotourism products in Mediterranean protected areas, created in agreement between park and local community.

In the DestiMED PLUS project the methodology for itinerary development as well as the assessment of the Ecological Footprint of the packages will be replicated in other 9 ecotourism itineraries, fine-tuned and adjusted to the local bio capacity of the Protected areas, as well as aligned with the socio-economic and governance indicators that will be further assessed.

The 9 Pilot actions are:

Zona Volcànica de la Garrotxa Natural Park - Cataluña
Réserve naturelle de Scandula - Corsica
Significant landscape Lopar, island of Rab – Croatia
Dytika asterousia (apo agiofarango eos kokkino pyrgo) and asterousia ori (kofinas) – Sur Egeo (Grecia)
Cabo de Gata-Nijar – Andalucía
Shebenik Jabllanica National Park and Water and Terrestrial Protected Landscape of Pogradeci Lake – Albania
Biosphere Reserve Rio Posada e Montalbo – Sardinia
Ponza Island – Lazio
Creta Island – tbd

Final list will vary depending on project partners final decisions.

Main Goal of Service

To assess, over the time of DestiMED PLUS project, the Ecological Footprint of 9 ecotourism itineraries in order to provide baseline information and inputs to improve their sustainability and reduce their footprint.

Sub-Goals of the Service

1. To fine-tune the existing Ecological footprint calculator in close coordination with the project team;
2. To provide the Ecological Balance for the 9 participating regions;
3. To prepare and train the pilot actions in ecological footprint data collection and assessment;
4. To coordinate, in close cooperation with the project team, the implementation of the methodology in the 9 DestiMED PLUS pilot actions throughout the duration of the project;
5. To provide technical input to the ongoing activities of the project leading to the definition of updated standard for ecotourism in Mediterranean;

Expected Methodology

Sub-objective 1: Fine-tuning of the Ecological Footprint calculator (Deadline: 30 April 2020)

On the basis of the defined methodology and using the existing Ecological Footprint for ecotourism calculator, the consultancy should pilot the use of the beta version of the calculator with 1-2 PAs to make sure that everything runs smoothly before transitioning the whole assessment to the calculator. Contact with the software developers will be provided by IUCN.

Deliverables

- Final version of the EF calculator

Sub-objective 2: Biocapacity baseline and ecological Balance for the 9 participating regions (Del.3.3.3) Deadline: 30 June 2020

Within the DestiMED project, the assessment of the Ecological Footprint of ecotourism itineraries was coupled with ecological balance assessments of destinations, realized by comparing resource use at local level with national resource supply. In DestiMED plus, to provide a more targeted assessment, the consultancy will assess resource supply at Regional (NUTS2 - minimum requirement) or PA (ideal) level, thus providing more representative assessments of the ecological balance of the territories hosting the protected areas of the project.

Deliverables

- Biocapacity baselines and ecological balances for the 9 participating regions – Del. 3.3.3

Sub-objective 3: Training to Pilot actions for data collection (several deadlines)

A first training to provide Project partners and PA representatives with an overall training on Sustainability will be held. It will touch on issues such as sustainable diets and sustainable mobility and will help PA representatives understand the full spectrum of sustainability issues before embarking into ecotourism package development.
Project partners will be trained via webinar, if not possible. PA representatives will be trained in person during the first Pilot action training in June 2020.

A second training to provide PA representatives with a complete overview of the EF methodology, its associated data needs and data collection processes, and the use of the calculator. PA representatives will be trained during the first Pilot action training in June 2020 as well as remotely via webinar if needed. Additional training might be expected during the second Pilot action training in 2021.

**Deliverables**

- Working materials for the training on the Methodology to Pilot Areas during Malaga conference or remote (March 2020)
- Working materials for the training on the Methodology to Pilot Areas during June conference and/or remote trainings (if requested by project) (July 2020 and 2021)

**Sub-objective 4: Coordinate the assessment in 9 Pilot Actions (Deadline: 30 December 2021)**

The consultancy will lead and coordinate the collection of expected information and data from each of the Pilot territories, with the support of the relevant project partners and Pilot Actions coordinators at local level; the timeframe for data collection and further analysis will have to be based on the already establishes “Calendar for Pilot actions” available at Annex 1.

The consultancy will be available to respond to any of the inquiries submitted by the Pilot actions or Project partners during the course of the project.

After the Ecological Footprint assessment of each of the products during the expected “tests”, the consultant will work with the relevant project partner and Ecotourism packages responsible to develop an improvement plan, presenting the service providers with tangible detailed recommendations to support Footprint reduction based on the initial results generated. This will ensure the final packages made available for the market have the lowest possible Footprint, and that ongoing management activities are in place.

**Deliverables**

- Calculated Ecological Footprint baseline for all 9 packages with Initial recommendations, specific to each package, for reducing EF - 1st round (30 Jan 2021) – Del. 3.4.1
- Calculated Ecological Footprint for all 9 packages with further recommendations for improvement and ongoing management, specific to each package, completed after second test – 2nd round (30 Dec 2021) – Del 3.4.2

*(Dates of the deliverables are subject to modifications depending on other project’s activities level of implementation.)*

It is intended that the methodology for Ecological Footprint assessment for DestiMED Plus packages and for monitoring its improvement over multiple versions of the packages will rely on specific dataset collected at local scale and before/during the tests. It is also intended that the methodology used will build upon, and improve where needed, the DestiMED methodology.

The consultancy will ensure that the Ecological Footprint data collection methodology will have to be made available to the project partners in order to be included in a “Dashboard/Monitoring software for Ecotourism assessment”, a specific software developed by the project in which the Protected areas and local tour operators will be able to insert requested information and monitor their improvements as regards Ecological Footprint.

**Sub-objective 5: Technical input to the new Standard for ecotourism products in Mediterranean (Del. 3.2.1, 3.2.2, 3.5.2 and 3.5.3)**
The purpose of this sub-objective is to make sure all the components of the project related with the definition of the Ecotourism product Standards for Mediterranean Protected Areas are coherent and complementary. The consultancy is expected to provide feedback to the team developing criteria and indicators, in order to ensure the Ecological Footprint (that will be an indicator for the environmental component of the standard) is duly included and represented.

In addition, the consultancy will be expected to participate to any relevant meeting of the project, in particular 5 project steering committees, monthly coordination calls, and assessment meetings for improvement plans definition on this matter and provide clear guidance and input.

If relevant and jointly agreed with IUCN, the consultant is also expected to represent the project in at least one per year scientific and/or technical fora and events together with or on behalf of IUCN, in addition to the compulsory project meetings.

**Deliverable:**

- Comments in the working documents as requested – IUCN’s assessment.

**Approval of Deliverables**

IUCN Centre for Mediterranean Cooperation will have the final decision concerning successful delivery and quality of all deliverables.

**Budget and Timeline**

The budget for this consultancy should not exceed 100,000 euros VAT and other taxes included. A time span of at least 30 months should be considered for this contract.

**Travel**

Two travels per year for one person to take part to project steering committees or any other relevant event will be covered by IUCN Med (flights and accommodation only). All additional travels should be included in the consultancy fee, unless otherwise agreed with IUCN.
## Pilot Actions Calendar of activities (Provisional)

<table>
<thead>
<tr>
<th>What</th>
<th>Who</th>
<th>When</th>
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<tbody>
<tr>
<td>Formal establishment of Local Ecotourism Cluster (LEC) and “launch” (public communication action) at local level of the DestiMED PLUS Pilot Action</td>
<td>PA managing body</td>
<td>By April 2020</td>
</tr>
<tr>
<td>Data collection for sustainability baseline identification at PA level</td>
<td>PA managing body</td>
<td>By May 2020</td>
</tr>
<tr>
<td>Design of DestiMED pilot ecotourism package and planning of 1st test’s date (autumn 2020)</td>
<td>Local Ecotourism Cluster (LEC)</td>
<td>By July 2020</td>
</tr>
<tr>
<td>Implementation of 1st test</td>
<td>LEC</td>
<td>September/October 2020</td>
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<tr>
<td>Data collection and assessment (with a dedicated software) of the “customer satisfaction” and sustainability levels of the services involved in the pilot package during the 1st test</td>
<td>LEC + Concerned PP</td>
<td>October/Nov 2020</td>
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<tr>
<td>Implementation of the “Improvement Plan” (coming from the project partnership) for upgrading the package, and planning of 2nd test’s date (spring 2020)</td>
<td>LEC</td>
<td>Dec 2020 to May 2021</td>
</tr>
<tr>
<td>Implementation of 2nd test</td>
<td>LEC</td>
<td>May/June 2021</td>
</tr>
<tr>
<td>Data collection and assessment (with a dedicated software) of the “customer satisfaction” and sustainability levels of the services involved in the pilot package during the 2nd test</td>
<td>LEC + Concerned PP</td>
<td>June /July 2021</td>
</tr>
<tr>
<td>Implementation of the “Improvement Plan” (coming from the project partnership) for upgrading the package</td>
<td>LEC</td>
<td>October 2021</td>
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PART 3 – THE EVALUATION MODEL

<table>
<thead>
<tr>
<th>Section 1 - Qualifying questions</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1.1 The proponent is a legal entity and submitted a signed version of the declaration (annex 1) in due time and conditions</td>
<td>y/n</td>
</tr>
<tr>
<td>Q1.2 The proponent submitted a financial offer within the expected limit of 100,000 Euros (VAT and other taxes and expected travel costs included)</td>
<td>y/n</td>
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</table>

<table>
<thead>
<tr>
<th>Section 2 - Technical evaluation</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q2.1 Please explain your expertise in relation with the goals of the TORs</td>
<td>10%</td>
</tr>
<tr>
<td>Q2.2 Please explain your experience in working in multi country cooperation projects or similar initiatives</td>
<td>4%</td>
</tr>
<tr>
<td>Q2.3 Please explain your expertise in relation with working in the Mediterranean region</td>
<td>4%</td>
</tr>
<tr>
<td>Q2.4 Please explain your capacity of communicating in the several languages of the project local components</td>
<td>4%</td>
</tr>
<tr>
<td>Q2.5 Please explain the overall methodology you plan to follow for the goals of the TORs</td>
<td>9%</td>
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<tr>
<td>Q2.6 Please explain how you will achieve sub-objective 1</td>
<td>9%</td>
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<tr>
<td>Q2.7 Please explain how you will achieve sub-objective 2</td>
<td>9%</td>
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<tr>
<td>Q2.8 Please explain how you will achieve sub-objective 3</td>
<td>9%</td>
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<tr>
<td>Q2.9 Please explain how you will achieve sub-objective 4</td>
<td>9%</td>
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<tr>
<td>Q2.10 Please explain how you will achieve sub-objective 5</td>
<td>9%</td>
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<tr>
<td>Q2.11 Please provide a calendar of actions linked with deliverables</td>
<td>9%</td>
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<tr>
<th>Section 3 - Financial evaluation</th>
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<tbody>
<tr>
<td>Q3.1 Please provide a breakdown of costs per sub-objective that is coherent with the expected calendar of actions</td>
<td>15%</td>
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Assessment methodology: all the components identified above will be taken in consideration in the assessment. Scoring systems defines:

- 5 as “more than fully compliant/innovative”
- 4 as “fully compliant”
- 3 as “compliant”
- 2 as “almost compliant”
- 1 as “poorly compliant”
- 0 as “non-compliant”

For the financial evaluation, the scoring will be calculated using the following formula:

$S_{n} = S_{max} \times \frac{\text{Lowest offer}}{\text{Offer to assess}}$

Where $S_{n}$ means the score to be calculated for a specific offer; $S_{max}$ means the maximum score (5 in this case)

Where the scoring method indicates “y/n”, this means that a “yes” answer is required in each case for the Response to be considered further.

In the last column of the grid, the weight of each of the components that will be taken in consideration during the assessment it is also presented.
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 technical proposals that will allow for the assessment of the components detailed in part 3 of this document. The technical proposal should be presented according to the table structure presented above.

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 inclusive of Value Added Tax.

Currency of proposed rates and prices

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

Rates and Prices

Please provide a financial offer up to a maximum of 100,000 euros (VAT and other taxes and expected travel costs included) detailing the breakdown of expected expenditures per sub-objective.

4.4. Non-price commercial information

This information will allow IUCN to carry out due diligence on the contractor. Please provide the information required below.

Economic and financial information

The proposer must supply the information set out in this section. Where the proposer is proposing to support its submission through a guarantee, indemnity, performance bond or undertaking from a parent company or ultimate holding company, then this should be stated and the information requested in this section must be supplied both for the proposer and for the relevant parent or ultimate holding company.

a. A copy of the proposer’s most recent audited accounts that cover the last two years of trading, or for the period that is available if trading for less than two years.

b. Where this information is not available in an audited form as set out at a), a statement of the proposer’s turnover, profit and loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet.
c. If neither the information requested at a) nor at b) can be provided, a statement of the proposer’s cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position
PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for the consultancy. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN’s discretion.

CONSULTANCY AGREEMENT
(the “Agreement”)

between

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

and

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

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

PREAMBLE

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

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

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

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

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

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

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

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

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

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

5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
5.4 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

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

6. TRAVEL EXPENSES

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

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

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

7. CONSULTANT’S WARRANTIES AND UNDERTAKINGS

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

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

8. CONFIDENTIALITY

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

8.2 The Consultant shall:
8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;
8.2.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

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

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12. COMMUNICATION AND NOTICES

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

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
</tr>
<tr>
<td>[title]</td>
<td>[title]</td>
</tr>
<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[name of IUCN Programme/Office]</td>
</tr>
<tr>
<td>[address]</td>
<td>[address]</td>
</tr>
<tr>
<td>[phone]</td>
<td>[phone]</td>
</tr>
<tr>
<td>[email]</td>
<td>[email]</td>
</tr>
</tbody>
</table>

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

14. TERMINATION

14.1 Termination for cause

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

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

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

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

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

14.4 Effects of Termination

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

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

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

14.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and
14.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

16. GENERAL PROVISIONS

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

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

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

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

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

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

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

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________  Date: __________________________
### 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>
</tr>
</thead>
<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>
</tr>
<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>
</tr>
<tr>
<td>Proposal</td>
<td>Means a written offer submitted in response to this Request for Proposals.</td>
</tr>
<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>
</tr>
<tr>
<td>RfP</td>
<td>Request for Proposals</td>
</tr>
</tbody>
</table>