IUCN Centre for Mediterranean Cooperation, Ecosystem department

Issue Date: 07\textsuperscript{th} February 2020

Closing Date and Time: 26\textsuperscript{th} February 2020 23.59

IUCN Contact:
Carla Danelutti
Ecosystem programme officer
IUCN Centre for Mediterranean Cooperation
Tel: +34 952 02 84 30
Fax: +34 952 02 81 45
Carla.danelutti@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 Support the definition and test of a set of governance and conservation criteria and related indicators for ecotourism products development based on and for inclusion in the DestiMED standard. 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:
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 15th of February 2020 at 23.59.

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23.59 on 26th of 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 (eg MS Word) format and proposers may submit multiple emails (suitably annotated – eg Email 1 of 3) if attached files are larger than 6MB.

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 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 itineraries created under a common “Mediterranean ecotourism products” standard, to ensure the sustainability of ecotourism 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, under 4 main components (enabling conditions, sustainability, quality and service providers). The effort resulted in what could be defined as “mixed standard”, looking both at the conditions of the destination (PA regulations and local governance) as well as at the product per se being the operations of the tourism value chain (accommodation, restaurants…).

- 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.

During DestiMED project the effort concentrated specifically in the definition of the Ecological Footprint indicators, while the socio-economic and governance indicators of the sustainability standard were not specifically addressed. In this second phase of funding, the DestiMED PLUS project, the partnership is looking for improving the socio-economic, governance (local and regional) and conservation indicators of the existing
DestiMED standard. The new and old indicators will be defined and tested in 9 new Pilot Actions, resulting in a new final DestiMED standard assessing all the components of sustainability.

The goal of DestiMED PLUS is, in fact, to test an integrated policy and governance model for protected area tourism planning and management at local and regional scale that balance development and conservation goals.

The governance will particularly look at the functioning of local relationships between tourism and conservation (protected areas) sectors, as well as the integration of tourism and conservation policies at regional administrative level. The expected criteria and indicators to be developed should be evaluating, therefore, the quality of those interactions.

In addition, the criteria and indicators collected will be made available for inclusion in a common platform, which will be used as a functional dashboard by protected areas to assess improvement of their ecotourism products overtime.

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
- Ponza Island – Lazio
- Sardinia region - tbd
- Creta Island – tbd

IUCN Med is the project partner responsible for the definition of the governance and conservation related criteria and indicators. It is strongly suggested to read in detail the DestiMED guide prior to responding to this call for service.

Objective of the consultancy

Support the definition and test of a set of governance and conservation criteria and related indicators for ecotourism products development based on and for inclusion in the DestiMED standard.

Sub-objectives

- To refine and finalize, in close coordination with the project team, the methodology for the definition and assessment of the governance and environmental indicators for the ecotourism itineraries;
- To provide training to the pilot actions in the data collection and assessment;
- 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;
- To provide technical input to the ongoing activities of the project conducive to the definition of the new DestiMED standard for ecotourism in Mediterranean;
Expected Methodology

Sub-objective 1: Methodology for Governance and Environmental criteria and indicators development under DestiMED PLUS project (Deadline: 30 April 2020)

After an in-depth analysis of project goals and workflow and discussion with relevant project partners, the consultancy will propose to the Project Steering Committee an approach for the definition and testing of the governance and environmental criteria and indicators to be added to the DestiMED standard. The consultant will be provided with a first assessment of existing and potential criteria and indicators prepared by the project (capitalization baseline).

The methodology will have to take into consideration what is already established in the project approach, being the main aspects of it:

- to be coherent in level of detail and complexity with the overall components of the former and upgraded version of the DestiMED standard for ecotourism in Mediterranean PAs under development by the project;
- to consider the “good governance” as an Enabling condition (Pillar 1 of DestiMED standard) to be fulfilled for a successful ecotourism product to be implemented, at several levels:
  - at the Local Ecotourism Cluster level, its functioning, transparency, equity and effectiveness (please refer to DestiMED guide for reference to Local Ecotourism cluster);
  - at the regional administration level (project partners responsible for the implementation of the pilot actions) to assess the integration of tourism and conservation policies;
- to consider the conservation indicators both as concerns management regulations of the Protected Area as a destination and as concerns the practices of service providers;
- to calculate a “governance and conservation situation analysis”, a first application of the criteria an indicators, over which the improvements (or not) provided by the application of DestiMED approach over governance and conservation should be assessed. It might imply a local data collection, implemented by the local team in each Pilot, which should be coordinated. Ideally, it should be a quantitative value, over which to assess improvement. Feasibility of this should be verified and discussed.
- to assess, over 2 tests of the ecotourism products (first and improved version), the results of the application of the criteria and indicators for governance and conservation in order to provide feedback to the local teams for the refinement of the packages (for this, an audit of the local situation and a tests of the ecotourism packages will be held);
- to provide simple tools for data collection at local level (such as Survey monkey or Gforms), to be included in the overall “Dashboard/Monitoring software” that will assess the level of sustainability of tourism activities in the destination, under preparation by the project.

Deliverables

- Methodology for Governance and Environmental criteria and indicators development under DestiMED PLUS project (Deadline: 30 April 2020)

Sub-objective 2: Training to Pilot actions for data collection (several deadlines)

Once the methodology will be approved and the calendar of action agreed, a specific training to provide Project partners and PA representatives with an overall training on the defined indicators and the data collection approach will be held.
Project partners will be trained via webinar as soon as the methodology will be finalized while PA representatives will be trained in person during the first Pilot action training in May 2020. Additional training might be expected during the second Pilot action training in 2021, depending on the results and ongoing activities of the project.

**Deliverables**

- **Working materials for the remote training on the Methodology to Project partners 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)** (June 2020 and 2021)

**Sub-objective 3: Coordinate the assessment in 9 Pilot Actions (Deadline: 30 December 2021)**

The process of DestiMED Plus foresees an iterative process of continuous improvement, where Pilot actions will be asked to define an ecotourism itinerary following the DestiMED standard and later on are assessed twice on the quality and sustainability of the itinerary, by applying the criteria and indicators of the Standard and assess compliance.

As agreed in the methodology per S.O 1, 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 be agreed with the partnership and 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 Governance and Conservation assessment of each of the itineraries and destinations, the consultant will work with the relevant project partner and Ecotourism packages responsible to develop an improvement plan, presenting the key stakeholders (park, regional authorities, and service providers) with tangible recommendations to support governance and conservation improvement based on the initial results generated. This will be done for two phases of test.

This will ensure the final packages made available for the market are as much aligned with the DestiMED standard as possible and local governance is improved.

- **Application and assessment of governance and conservation indicators for all 9 packages with Initial recommendations, specific to each package and PA, for improvement - 1st round** (30 Jan 2021) – Del. 3.4.5

- **Application and assessment of governance and conservation indicators for all 9 packages with further recommendations for improvement and ongoing management, specific to each package and PA, completed after second test** – 2nd round (30 Dec 2021) – Del 3.4.6

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

It is intended that the methodology for monitoring DestiMED packages and its improvement over multiple versions of the packages will rely on specific dataset collected at local scale and before/during the tests.

The consultancy will ensure that the 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 4: 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 criteria and indicators developed are 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.*

**Sub-objective 5: Specific guidelines for the correct application of the governance and conservation indicators and training materials (Deadline: 30 December 2021)**

With the support of IUCN and the rest of the project team, the consultant will develop specific guidelines of the correct application of the criteria and indicators developed. In addition, the consultancy will provide any technical input needed for the development of the training materials and modules expected by the project.

*Deliverable:*
- *Guidelines for the application of indicators.*

**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 **30,000 euros VAT and other taxes included.** A time span of at least 22 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 and subject to modification)

<table>
<thead>
<tr>
<th>What</th>
<th>Who</th>
<th>When</th>
</tr>
</thead>
<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 governance and environmental 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 June 2020</td>
</tr>
<tr>
<td>Implementation of 1st test</td>
<td>LEC</td>
<td>September/October 2020</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 1st test</td>
<td>LEC + Concerned PP</td>
<td>October/Nov 2020</td>
</tr>
<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>
</tr>
</tbody>
</table>
### PART 3 – THE EVALUATION MODEL

<table>
<thead>
<tr>
<th><strong>Section 1 - Qualifying questions</strong></th>
<th>Importance</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 30.000 Euros (VAT and other taxes and expected travel costs included)</td>
<td>y/n</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Section 2 - Technical requirements</strong></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>9%</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>8%</td>
</tr>
<tr>
<td>Q2.6 Please explain how you will achieve sub-objective 1</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.7 Please explain how you will achieve sub-objective 2</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.8 Please explain how you will achieve sub-objective 3</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.9 Please explain how you will achieve sub-objective 4</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.11 Please explain how you will achieve sub-objective 5</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.12 Please explain how you will achieve sub-objective 5</td>
<td>8%</td>
</tr>
<tr>
<td>Q2.13 Please provide a calendar of actions linked with deliverables</td>
<td>8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Section 3 - Financial requirements</strong></th>
<th>Importance</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>

**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:

\[
S_n = S_{max} \times \left( \frac{\text{Lowest offer}}{\text{Offer to assess}} \right)
\]

Where \( S_n \) means the score to be calculated for a specific offer; \( S_{max} \) means the maximum score (15% 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
Proposer are required to submit technical proposal 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 30,000 euros (VAT and other taxes and expected travel costs included) detailing the breakdown of expected expenditures per sub-objective.
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:

**Contract**
Means any contract or other legal commitment that results from this Request for Proposals.

**Contractor**
Means the entity that forms a Contract with IUCN for provision of the Requirement.

**Instructions**
Means the instructions and conditions set out in Part 1 of this Request for Proposals.

**IUCN**

**IUCN Contact**
Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.

**Proposal**
Means a written offer submitted in response to this Request for Proposals.

**Proposer**
Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.

**Requirement**
Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.

**RfP**
Request for Proposals
PART 6 – DEFINITIONS

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

**Contract**
Means any contract or other legal commitment that results from this Request for Proposals.

**Contractor**
Means the entity that forms a Contract with IUCN for provision of the Requirement.

**Instructions**
Means the instructions and conditions set out in Part 1 of this Request for Proposals.

**IUCN**

**IUCN Contact**
Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.

**Proposal**
Means a written offer submitted in response to this Request for Proposals.

**Proposer**
Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.

**Requirement**
Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.

**RfP**
Request for Proposals