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 locally-based CSOs and NGOs to submit a Proposal for the supply of in-country project support and support for national MSP consultations in Samoa. The detailed description of the Requirement can be found in Part 2 of this Request for Proposals (RfP).
1.3. The procurement process
The following key dates apply to this RfP:

<table>
<thead>
<tr>
<th>RfP Issue Date</th>
<th>18 March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RfP Closing Date and Time</td>
<td>21 April 2019</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>27 May 2019</td>
</tr>
</tbody>
</table>

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 5pm Friday 12 April 2019 (local time: Fiji).

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 12midnight on Sunday 21st April 2019 by mail to: Kate.Davey@iucn.org. The subject heading of the email shall be [RfP – Supporting MSP consultations in Samoa - [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 9am on Monday 22nd April 2019, 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**

**Statement of need**

Samoa is looking to conduct better forward planning for 98% of the country: its ocean. Therefore, the government, with IUCN’s support, will be laying the foundations for an integrated marine spatial plan for the nation. It is recognised that the ocean of Samoa, belongs to her people. As such, the Government of Samoa is keen to employ best-practice in terms of this marine resource management effort. This includes thorough national consultations with the people of Samoa, at all levels, in all sectors and across all island groups. A local in-country organisation is required to support the government’s efforts in these efforts.

A copy of the Project overview (2 pages) and the Project workplan can be obtained by emailing kate.davey@iucn.org

**Terms of reference**

IUCN in partnership with the Government of Samoa and with funding support from the European Union (GCCA+) is looking to work with a local non-government organisation (NGO) or civil society organisation (CSO) to help with these efforts.

There are two main components of the contract. The **first component** is to secure a Project Manager to be housed at the Ministry of Natural Resources and the Environment (MNRE). Specifically, IUCN is seeking an NGO/CSO to:

- coordinate and organize in-country activities, meetings and workshops related to ocean planning including support for IUCN project staff during country missions (the cost of these workshops including catering/venue hire etc will be borne by IUCN)
- facilitate CSO/NGO and community input on key project outputs e.g. identification of special, unique marine areas; review of marine bioregions; legislative analysis through workshops, meetings etc
- identifying GIS experts in government and supporting institutions and identify who maintain marine data (GIS data)
- help identify and access relevant economic and spatial data
- liaise directly with CSO/ NGOs and local communities involved with marine and coastal resource management
- liaise, as required, with all relevant government institutions, academic institutions and private sector groups involved with marine and coastal resource management
- identify and address, or facilitate addressing, project obstacles
- provide support to grantees including project design and implementation as part of a small call for proposals component of the overall IUCN EU Project.
- conduct visits to project sites, as required
The second component of the contract is likely to be undertaken in Year 2-4 of the project. It is expected the successful CSO/NGO will provide support to the government of Samoa to undertake national consultations on ocean planning. The national consultation component will depend on the timing and needs of the Government of Samoa. If proceeding with national consultations, the CSO/NGO will be required to:

1. Support the two or, possibly three, rounds of national consultations to support national-scale ocean planning. This will include thorough community and government consultations in most of the provinces for round one and, if desired by government, round two. At the minimum, the final round of consultations will include information sharing about the new ocean plan.

   The NGO/CSO will coordinate and cover costs such as travel, accommodation and per diem for the government consultation team and venue, meeting catering, local transport for meeting participants and associated costs. Quality measures include: at least 5 meetings must be conducted in each island group during the first round of consultations and, if desired by government, the second round of consultations. These meetings must include women and youth. The final round of consultations should focus more on using existing communication mechanisms.

2. Prepare reports on each round of national consultations (except the last “information sharing” round) including identifying key issues and with special attention to inputs regarding spatial management that people wish to see implemented. The reports must itemise: where and when the meetings occurred, the meeting agendas, the consultation team, meeting attendance (including numbers of women and youth), as well as findings. Reports must be completed within 3 months of the completion of the consultations in each island group.

The CSO will be expected to support, and work alongside, the Ministry for Natural Resources and Environment in Samoa and IUCN.

**Duration and completion date**
The contract will initially be for a period of 24 months, with an option of extension to a maximum of 3 ½ years.
PART 3 – THE EVALUATION MODEL

The table below provided the evaluation model that will be applied to all applicants. Applicants must satisfy criteria (A) to (C) to be considered in the selection process.

<table>
<thead>
<tr>
<th>A) Application completed and all details provided</th>
<th>scoring method</th>
<th>weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>All technical criteria addresses and budget provided</td>
<td>y/n</td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B) Eligibility</th>
<th>scoring method</th>
<th>weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirmed that no reasons for exclusion apply</td>
<td>y/n</td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C) Financial standing</th>
<th>scoring method</th>
<th>weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Diligence Form completed with supporting documentations</td>
<td>y/n</td>
<td>n/a</td>
</tr>
<tr>
<td>No significant risks</td>
<td>y/n</td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D) Technical capability</th>
<th>scoring method</th>
<th>weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>three references provided</td>
<td>y/n</td>
<td>n/a</td>
</tr>
<tr>
<td>References are positive</td>
<td>y/n</td>
<td>n/a</td>
</tr>
<tr>
<td>References are relevant</td>
<td>score 0-5</td>
<td>10</td>
</tr>
<tr>
<td>Samoa-based NGO/CSO</td>
<td>score 0-5</td>
<td>15</td>
</tr>
<tr>
<td>Good networks in and relationships with Govt of the Samoa</td>
<td>score 0-5</td>
<td>10</td>
</tr>
<tr>
<td>Experience in conducting community and other consultations</td>
<td>score 0-5</td>
<td>15</td>
</tr>
<tr>
<td>Excellent written and spoken English</td>
<td>score 0-5</td>
<td>15</td>
</tr>
<tr>
<td>Demonstrated ability to manage projects and budgets including comply with strict financial procurement and reporting requirements</td>
<td>score 0-5</td>
<td>15</td>
</tr>
<tr>
<td>Previous experience working with IUCN or other similar international organisations</td>
<td>score 0-5</td>
<td>10</td>
</tr>
</tbody>
</table>
Applicants will be given a score against this evaluation model. The best applicant, as assessed against this evaluation model, will be contacted with a view to entering into a consultancy with IUCN for this work.

**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 in [Annex 1](#) and include this in your proposal.

### 4.2. Technical information/Service Proposal

**Selection criteria**

The selection criteria for this contract are as follows:

1. Local Samoa-based NGO/CSO
2. Good networks in and relationships with the national Government of Samoa
3. Interest and or experience in marine resource management
4. Excellent written and spoken English and Samoan language skills
5. Experience in conducting community and other consultations
6. Demonstrated ability to manage projects and budgets including comply with strict financial procurement and reporting requirements (with a preference for EU financial reporting requirements)
7. Previous experience working with IUCN or other similar international organisations
8. Completed IUCN Due Diligence form including with all required supporting documents
9. Proposed budget to conduct the work described above

**Budget and payment terms**

The budget for this consultancy is a maximum of €185,000. Payment will be in tranches, to be negotiated with the successful applicant. In general, aside from an initial payment upon contract execution, payments will be within 30 days of the receipt, and acceptance by IUCN, of the services or goods to be delivered.

**Budget to include:**

- Employment of Project Manager to be based out of MNRE (3.5 years)
• Project management costs including administration or financial costs (budgeted as actual costs)
• Three rounds of national consultations (as per component 2 above)

Further information and application requirements
Questions and further information, including a copy of IUCN’s Due Diligence Form, can be sought from Kate Davey at kate.davey@iucn.org.

Interested local NGOs/CSOs must submit their:
• Budget
• Completed IUCN Due Diligence Form (with supporting documentation)
• Names and contact details of three referees and
• Letter addressing each of the other seven selection criteria individually to Kate Davey by 21 April 2019 at kate.davey@iucn.org.

4.3. Pricing information

Prices include all costs
Submitted rates, prices and budgets 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 EUR.

Rates and Prices
The project budget for this consultancy is a maximum of EUR185 000.

4.4. Non-price commercial information

The selection criteria including the requirement for completion of IUCN’s Due Diligence form (including all supporting documentation) as part of the application address all the non-price commercial information needs of this RfP.
PART 5 – PROPOSED CONTRACT

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

CONSULTANCY AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Fiji through its Oceania Regional Office with its offices at 5 Ma’afu Street, Suva, Fiji (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 Component One - A first instalment for of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration for component one 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.

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

5.1.5 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

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

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

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

6. **TRAVEL EXPENSES**

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

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

8. CONFIDENTIALITY

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

[Name of representative]  [Name of representative]
[Position of representative]  [Position of representative]

ANNEXES

[please list all annexes named in the agreement]
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