



Request for Proposals (RfP) Climate Change Policy Expert

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

Issue Date: 22 September 2020

Closing Date and Time: 18 October 2020, 23:59 CET

IUCN Contact :

Kristin Meyer
Ecosystem Management Project Officer
IUCN Regional Office for Eastern Europe and Central Asia
Tel: +381 11 2272 411
kristin.meyer@iucn.org

PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

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

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

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

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the Climate Change Policy Expert. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	22 September 2020
RfP Closing Date and Time	18 October 2020, 23:59 CET
Estimated Contract Award Date	26 October 2020

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.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

1.5. Queries and questions during the RfP period

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

Proposers may submit their queries no later than 17:00 CET, 9 October 2020.

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 18 October 2020 by email to: kristin.meyer@iucn.org. The subject heading of the email shall be [RfP – Climate Change Policy Expert - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

Proposals must be prepared in English and in the format stated in Part 4 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 information

Climate change is increasing the frequency, intensity and magnitude of disasters, leading to a higher number of casualties as well as property and economic losses. Nature can provide cost-effective, no-regret solutions, which help increase community resilience beyond their capacity to absorb and recover from a single disaster, such as a flood or drought. IUCN has been at the forefront of developing the concept of [Nature-based Solutions](#) and has recently launched a [Global Standard for Nature-based Solutions](#). Evidence shows that beyond the positive impact on societies and improved management of disaster risks, Nature-based Solutions benefit habitats and biodiversity as well as support climate change mitigation and adaptation.

Countries in the Western Balkans are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains. Yet, while Nature-based Solutions are increasingly used and integrated into climate change policy and action planning globally, in particular, in relation to disaster risk reduction and community resilience, in the Western Balkans, the value derived from deploying Nature-based Solutions in response to societal challenges remains underexplored. The contributions of ecosystems and biodiversity towards climate change adaptation and disaster risk reduction have not been recognised or sufficiently reflected in relevant strategies and policies in the region. Policies and planning approaches are often fragmented or do not take into account capacity gaps with regards to their implementation.

Nature-based Solutions have been well recognised as offering untapped potential to the achievement of the multiple national and international priorities on mitigating climate change, improving livelihoods, reducing desertification and conserving biodiversity. Integrating Nature-based Solutions into national climate change policy and planning is one way to promote and create a more holistic perspective that acknowledges the role of ecosystems and the services they provide. Additionally, alignment with global and regional policy frameworks, including the Paris Agreement with NDCs as its delivery vehicle, the Sendai Framework, Agenda 2030, CBD and NAPs among others, supports the achievement of international commitments and reporting requirements. Overlaps between these frameworks as well as other activities, such as the work on UNCCD's land degradation neutrality should also be considered. Global post-2020 negotiations in particular offer opportunities for mainstreaming Nature-based Solutions into ongoing policy development and planning processes, such as updating and / or enhancing NDCs (including how to enhance climate resilience (adaptation)), setting LDN targets, and defining the pathways to achieve the Post-2020 Global Biodiversity Framework.

In addition to global frameworks, the Western Balkan countries strive to align national policies with EU acquis. The recently adopted EU Green Deal, the EU Biodiversity Strategy and forthcoming EU Strategy on Adaptation to Climate Change provide new opportunities for Nature-based Solutions actions. The Green Agenda for the Western Balkans currently under development will adapt the EU Green Deal and related strategies to the regional context and align goals with priorities of the Western Balkan countries. ADAPT aims to harness the potential of Nature-based Solutions for climate change adaptation and disaster risk reduction by capitalising on national, regional and global processes for policymaking and planning that facilitate effective implementation.

[ADAPT: Nature-based Solutions for resilient societies in the Western Balkans](#) is a project funded by the Swedish International Development Cooperation Agency (Sida) and implemented by IUCN. It aims to increase ecosystem and community resilience to climate change and environmental degradation in the Western Balkans. This regional umbrella initiative includes activities in Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia and Serbia. The project works at multiple levels and involves government agencies, research institutions and civil society, which offers opportunities for knowledge exchange, wider capacity building and institutional strengthening as well as the potential for scaling up.

The project will be implemented through the following three strategies:

1. Enhance knowledge and awareness of nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities with a specific focus on gender;
2. Integration of Nature-based Solutions and equitable climate-smart planning into adaptation and disaster reduction policy; and
3. Implementation of Nature-based Solutions for disaster risk reduction and their scale-up.

This assignment will contribute to strategies two and three, with a particular focus on regional and national policies relevant to climate change adaptation, disaster risk reduction and biodiversity conservation. This will involve in particular the mapping of policies that is aligned with NDCs, international commitments and EU law and considers cross-sectoral impacts of policies and strategies on biodiversity, land-use planning, forestry, water and floods. A detailed comparative analysis and mapping of regional and national policy against Nature-based Solutions principles and standards will be prepared. The analysis will include socio-economic parameters (e.g. gender equity, poverty alleviation, conflict prevention) and identify gaps and opportunities from which recommendations will be derived for the integration of Nature-based Solutions principles and standards into national climate change adaptation policy and planning processes.

This assignment will contribute to the creation of an enabling environment by providing stakeholders with entry points for the inclusion of Nature-based Solutions into national policy and sectoral planning processes, which are key for the design and implementation of Nature-based Solutions pilot projects. Local interventions for climate change adaptation and disaster risk reduction in the Western Balkans currently do not explicitly deploy Nature-based Solutions approaches nor do they take into account potential socio-economic benefits. Pilot projects can demonstrate the positive contribution and potential of such approaches, not just for climate adaptation and disaster risk reduction, but also in relation to benefits for climate mitigation, social cohesion and equity. Two such pilot projects will be implemented in the frame of ADAPT – one in Albania and one in Serbia. These will not only serve as site-based practical examples with learning shared across the region, but also help develop monitoring and evaluation frameworks, support scale-up and the development of a large-size Nature-based Solutions project. In this context, evidence is required that proves the feasibility, effectiveness and efficiency gains from integrating ecosystem-based approaches into climate change adaptation policies, including through robust indicators and monitoring frameworks to measure such policy effectiveness.

Scope of work

The climate change policy expert will map and analyse regional, national and local policies, strategies and plans relevant for climate change adaptation and disaster risk reduction against Nature-based Solutions principles and standards and make recommendations for integrating such principles to inform policy design and decision-making. To assess the effectiveness of policies, the climate change policy expert will develop a set of climate policy indicators and measures that are ecosystem-specific (e.g. freshwater, forest). This will be used to plan for and evaluate policy impacts and identify specific interventions/actions for mainstreaming Nature-based Solutions into policy processes. The expected outcome of this work is to create an enabling policy environment for implementing Nature-based Solutions for climate change adaptation and disaster risk reduction across sectors at scale.

In consultation with IUCN, national partners and other stakeholders, the consultant will

- i. prepare a regional comparative policy analysis based on the national-level assessments of climate and biodiversity policies against Nature-based Solutions principles in order to identify gaps and inconsistencies in national policy and encourage alignment at the regional level;
- ii. develop recommendations for integrating Nature-based Solutions into national policies, strategies and socially-responsive climate-smart planning, including for disaster risk management;
- iii. develop an overview of enabling policy frameworks for the two pilot sites in Albania and Serbia, including assessing policy implications on gender, youth and vulnerable groups;

- iv. develop policy overviews for a tender dossier for North Macedonia and feasibility studies in Bosnia and Herzegovina, Kosovo and Montenegro, including assessing policy implications on gender, youth and vulnerable groups;
- v. develop climate policy indicators and measures that are ecosystem-specific and track outcomes and test the effectiveness of policies, with a view to informing their implementation and influence policy decision-making. This includes the evaluation of the policy effectiveness pertaining to the two Nature-based Solutions pilot projects and its potential to achieving national policy objectives (also considering alignment with regional, EU and international policy frameworks);
- vi. Baseline assessment of policies for the preparation of a follow-up project and two sizeable Nature-based Solutions projects; and
- vii. develop a framework and methodology for policy mapping, review and analysis that can be included in a methodological guidance for the preparation and design of Nature-based Solutions projects.

A number of deliverables will be supported by or contribute to project activities and products that will draw on the work of other external experts as described for each task below.

Specific tasks

The consultant will be responsible for the following tasks:

1. **Regional comparative policy analysis:** an analysis of national policies relevant to climate change adaptation and disaster risk reduction, including sectoral policies, against Nature-based Solutions principles and approaches. The analysis will provide insights into current policy gaps and opportunities for the integration/mainstreaming of Nature-based Solutions into relevant policies – both nationally and regionally – building on the IUCN Global Standard for Nature-based Solutions. It serves as a reference point for decision makers and planners and offers a baseline against which ADAPT-project objective 2 (integration of Nature-based Solutions into policy and planning) can be assessed. This task will draw on analyses undertaken as part of national scoping studies for the six Western Balkan countries and incorporate the IUCN Global Standard for Nature-based Solutions.
 - Develop methodology and report outline
 - Desk research and where needed consultation with stakeholders to fill any gaps (consultation with stakeholders will be supported by IUCN)
 - Preparation of regional comparative policy analysis report
2. Building on the results of task 1, develop **recommendations and action points** for the integration of Nature-based Solutions into policies, strategies and plans at national and regional level. By considering the importance of healthy ecosystems and biodiversity for climate change adaptation and disaster risk reduction, these recommendations and action points will provide pathways for policy influencing and, thus, guide stakeholders to review, develop and/or refine policies to create an enabling environment for the implementation of Nature-based Solutions. Recommendations should be in line with international frameworks and EU law compliance requirements and, where appropriate, highlight where these support the achievement of international targets or reporting requirement, including the Paris Agreement, the post-2020 biodiversity framework, Agenda 2030, the Sendai Framework etc. Additionally, recommendations and action points should consider socio-economic dimensions of policies including gender equity, impacts on youth and vulnerable groups. This task will draw on analyses prepared by Nature-based Solutions field experts in Albania, Bosnia and Herzegovina, North Macedonia and Serbia. A gender expert will provide additional analysis and recommendations for gender-responsive policymaking.
 - A report with recommendations and action points, including policy implications for men, women, youth and vulnerable groups
3. **Overviews of enabling policy frameworks** specific to the pilot sites in Albania and Serbia provide information on the enabling environment, gaps and opportunities for policy uptake to mainstream and

implement Nature-based Solutions in selected sites in Albania (to be determined) and Serbia (Municipality of Kraljevo). Each policy overview should analyse policies and strategies against Nature-based Solutions principles, draw on the IUCN Global Standard for Nature-based Solutions and highlight implications for women, men, youth and vulnerable groups. This task contributes to the design and implementation of two Nature-based Solutions pilot projects that are supported by a number of consultants. For the pilot project in Serbia, this task will also support the application of the [Restoration Opportunities Assessment Methodology \(ROAM\)](#), while in Albania it will support the application of the [Community-based Risk Screening Tool – Adaptation and Livelihoods \(CRiSTAL\)](#). This will include an analysis of national and sub-national policies on the extent to which key success factors and enabling conditions are in place, for instance to facilitate restoration at scale. It should also include recommendations and options for pathways for national policy uptake by drawing on how to meet national priorities under the Paris Agreement, Land Degradation Neutrality, Sustainable Development Goals, Aichi Targets, the Sendai Framework etc.

- Two policy overview reports, one for each of the Nature-based Solutions pilot sites – one in Albania and one in Serbia – including gender perspectives, demographic considerations and implications for local communities and vulnerable groups
4. **Policy overviews** for potential pilot sites identified in North Macedonia, Bosnia and Herzegovina, Kosovo and Montenegro. This will provide information on the enabling environment, gaps and opportunities for policy uptake to mainstream Nature-based Solutions for selected sites. Each policy overview should analyse policies and strategies against Nature-based Solutions principles, draw on the IUCN Global Standard for Nature-based Solutions and highlight implications for women, men, youth and vulnerable groups. This task contributes to three feasibility studies and a tender dossier that are supported by a number of consultants.
 - Policy overview to feed into a tender dossier in North Macedonia, including gender perspectives, demographic considerations and implications for local communities and vulnerable groups
 - Three policy overviews to feed into feasibility studies in Bosnia and Herzegovina, Kosovo and Montenegro, including gender perspectives, demographic considerations and implications for local communities and vulnerable groups
 5. A set of **climate policy indicators and measures** that are ecosystem-specific will track outcomes and test the effectiveness of policies for implementing Nature-based Solutions. This will draw on the IUCN Global Standard for Nature-based Solutions and will provide insights into the effectiveness of policies in relation to achieving the desired outcomes for people and ecosystems through Nature-based Solutions. The indicators should align with global and EU policy targets and allow for an evaluation of how effectively Nature-based Solutions principles and standards have been integrated into regional and national policies, strategies and plans. This task will build on task 1 and 2 and feed into a monitoring and evaluation framework to be developed for each of the pilot projects as well as task 6.
 - A set of climate policy indicators and measures that are ecosystem-specific to monitor policy outcomes and effective integration of Nature-based Solutions principles and standards into national and regional policies, strategies and plans
 6. A **baseline assessment of policies** for the preparation of two sizeable Nature-based Solutions project concepts and one proposal for a large-size project to be submitted to a multilateral fund. This task is one component of the development of scalable Nature-based Solutions interventions, supported by a number of consultants. This task supports task 7.
 - Baseline assessment report of policies for two Nature-based Solutions project concepts and one Nature-based Solutions project proposal
 7. Building on the tasks above, a **framework and methodology for policy mapping, review and analysis** will contribute to a broader methodological guidance for the preparation and design of Nature-based Solutions projects. The methodological guidance will draw on the IUCN Global Standard for

Nature-based Solutions and provide stakeholders with the knowledge, tools and approaches for the development of project proposal to be considered by multilateral funds, international financial institutions and other investors. This task contributes to mainstreaming Nature-based Solutions, builds on results of other ADAPT activities and sets the groundwork for scale-up and access to funding. The methodological guidance will help facilitate discussions on possible follow-up projects to be developed in the frame of ADAPT by drawing on key lessons learned as well as by considering the long-term sustainability of interventions. The development of the methodological guidance is supported by a number of consultants.

- Framework and methodology for policy mapping, review and analysis to be included in a methodological guidance

Expected deliverables and tentative timeframe

	Task	Deliverable	Tentative timeframe
1	Regional comparative policy analysis	Methodology and report outline Draft report on preliminary findings based on desk research Possible consultation with stakeholders Comparative policy analysis report	30 October 2020 10 November 2020 November 2020 10 December 2020
2	Recommendations and action points	Report with recommendations and action points	20 December 2020
3	Overviews of enabling policy frameworks for pilot sites in Albania and Serbia	Policy overview report for pilot site in Serbia Policy overview report for pilot site in Albania	15 November 2020 1 December 2020
4	Policy overviews for potential pilot sites in Bosnia and Herzegovina, Kosovo, Montenegro and North Macedonia	Policy overview report to be included in a feasibility study for Bosnia and Herzegovina Policy overview report to be included in a feasibility study for Kosovo Policy overview report to be included in a feasibility study for Montenegro Policy overview report to be included in a tender dossier for North Macedonia	1 March 2021 5 March 2021 10 March 2021 1 April 2021
5	Climate policy indicators and measures	Set of climate policy indicators and measures that are ecosystem-specific	15 February 2021
6	Baseline assessment of policies	Baseline assessment report of policies for two NbS project concepts Baseline assessment report of policies for one Nature-based Solutions project proposal	31 May 2021 30 June 2021
7	Framework and methodology for policy mapping, review and analysis	Framework and methodology for inclusion in a methodological guidance	1 December 2021

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with

adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the local expert and the project team.

Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to 30 March 2022. The maximum available budget for this consultancy is estimated at EUR 48,000, excluding assignment-related travel costs, accommodation and subsistence costs.

Meetings and travel

The consultant may be required to participate in a number of digital or physical meetings and consultations. Any travel under this assignment is subject to IUCN's travel policy.

Approval of costs for any travel as part of this assignment will be subject to prior written approval by IUCN ECARO and submission of all receipts.

Experience and qualifications

The consultancy is open to individuals with the following expertise:

- Demonstrated expertise in climate change policy, policy analysis and development of policy indicators for monitoring and evaluation.
- Proven knowledge of global and EU frameworks and agreements relevant for climate change adaptation and disaster risk reduction, including the Paris Agreement, the Sendai Framework, Agenda 2030, EU policy etc.
- Knowledge and expertise on Nature-based Solutions highly desirable.
- Excellent analytical skills and proven record of preparing similar policy analysis reports.
- Experience in the Western Balkan region and understanding of the regional and national climate change policy landscape is an advantage.
- Demonstrated experience of working in collaboration with government agencies, international and non-governmental organisations (NGOs).
- More than 5 years of experience providing policy advice on climate change issues.
- Excellent English language proficiency.

PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component. A weighting will be provided to each component as follows: Technical Weighting Factor 80%, Financial Weighting Factor 10%, with the total score a combination of these two percentages.

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

Evaluation criteria	Maximum attainable points
1. Qualifications of the expert in climate change policy.	30
2. Quality of the project methodology and work plan.	20
3. Expertise of the expert related to global, EU and regional/national policy frameworks, governance mechanisms relevant for climate change adaptation and disaster risk reduction.	20
4. Proven analytical skills and experience with policy monitoring and evaluation.	10
5. Proven interpersonal skills and demonstrated experience working with government agencies, international and non-governmental organisations.	10
6. Price score.	10
Total Score	100

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

$$PS = 10 \times LP/PP$$

where:

PS is the Price Score of the offer under evaluation;

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

LP is the value of the lowest Budget (a sum of the Staff Input Budget and the Expenses Budget) offered by all Proposals in the Price evaluation;

PP is the value of the Budget (a sum of the Staff Input Budget and the Expenses Budget) offered through the Proposal under evaluation.

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

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

4.1. Declaration

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

4.2. Technical information/Service Proposal

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

- Executive summary of the proposal
- Candidate's background, including CV
- List of similar assignments within the last 5 years
- At least one relevant example demonstrating the candidate's expertise and experience with providing climate change policy analysis, advice and/or monitoring and evaluation, preferably on issues related to climate change adaptation, disaster risk reduction, biodiversity and/or Nature-based Solutions
- Project methodology, including a description of how the expert intends to undertake the delivery of tasks, providing justification of the approach
- Work plan
- Contact details of 3 referees, familiar with the proponent's experience

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. The pricing proposal should be submitted as a separate document from the technical proposal.

Currency of proposed rates and prices

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

Rates and Prices

Rates should indicate the daily rate of the consultancy service.

PART 5 – PROPOSED CONTRACT

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

CONSULTANCY AGREEMENT (the "Agreement")

between

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

and

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

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

PREAMBLE

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

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

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

4. OBLIGATIONS

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

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

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

5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

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

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

6. TRAVEL EXPENSES

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

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

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

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

8. CONFIDENTIALITY

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

8.2 The Consultant shall:

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

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

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12 COMMUNICATION AND NOTICES

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

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

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

13 FRAUD, CORRUPTION AND ETHICS

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

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

14 TERMINATION

14.1 Termination for cause

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

14.4 Effects of Termination

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

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

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

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

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

15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

16 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

PART 6 – DEFINITIONS

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

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