



# Request for Proposals (RfP) Gender Consultant to support the ROAM assessment in Serbia

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

**Issue Date: 7 April 2021**

**Closing Date and Time: 20 April 2021, 23:59 CET**

**IUCN Contact :**

Mihaela Dragan Lebovics  
Nature-based Solutions Project Officer  
IUCN Regional Office for Eastern Europe and Central Asia  
Tel: +381 11 2272 411  
Fax: +381 11 2272 531  
[mihaela.draganlebovics@iucn.org](mailto:mihaela.draganlebovics@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 15,000 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](http://www.iucn.org)  
<https://twitter.com/IUCN/>

### **1.2. Summary of the Requirement**

IUCN invites you to submit a Proposal for the individual opportunity of Gender Consultant to support the Restoration Opportunities Assessment Methodology (ROAM) in Serbia. 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:

<b>RfP Issue Date</b>	7 April 2021
<b>RfP Closing Date and Time</b>	20 April 2021, 23:59 CET
<b>Estimated Contract Award Date</b>	5 May 2021

### **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 17:00 CET, 12 April 2021.

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 20 April 2021 by email to: [mihaela.draganlebovics@iucn.org](mailto:mihaela.draganlebovics@iucn.org). The subject heading of the email shall be [RfP – ROAM expert in Serbia - [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 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 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. The Western Balkan economies are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains and with differentiated impacts on diverse people. Yet, the value derived from employing Nature-based Solutions in response to societal challenges – in particular from a context-specific gender perspective – remains underexplored, and the application of gender-responsive approaches that integrate natural infrastructure remain insufficient and fragmented. Nature-based Solutions benefit habitats and biodiversity as well as support climate change mitigation and adaptation and disaster risk reduction – and they can and must accelerate progress toward social development goals, as well.

ADAPT: Nature-based Solutions for resilient communities 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 works with the six Western Balkan economies, regional and local partners.

The project will be implemented through the following three strategies, which each take gender perspective into consideration:

1. Increasing the knowledge and awareness of nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities;
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.

In Serbia, the risk of flooding has been identified as a main and increasing threat to the well-being of the majority of the population and ecosystems they depend upon. It affects approx. 22% of the population in 38 municipalities. The National Disaster Risk Management Programme governs interventions with a focus on a long-term disaster risk management system, including disaster risk reduction. The corresponding Action Plan provides a number of key areas for intervention, including the strengthening and development of institutions, monitoring, structural and non-structural risk reduction, preparedness and early warning systems, risk financing and recovery. At present, Nature-based Solutions are not fully embraced to achieve climate change adaptation and disaster risk reduction. Due to its recent history of floods and other climate-related disasters, as well as progress with disaster risk reduction planning and management at national and local levels, Serbia has been selected as one of the two countries to implement a pilot Nature-based Solutions project.

The preliminary consultations have led to the selection of the Municipality of Kraljevo as a suitable pilot site, as it has been particularly vulnerable to climate induced risks in recent years. A particular issue already highlighted by the Municipality of Kraljevo, is the increased risk of floods due to degraded forests and erosion, which may also lead to landslides. The municipality is under exposure to climate risks and as such was listed in the Government's Decision Declaring Natural Disaster enacted in June 2018. The Ibar River, which originates in Montenegro and flows through Kraljevo, has been subject to consecutive floods in 2014, 2016, and 2019, creating losses by damaging people's goods and properties. The pilot project will be implemented in close cooperation with local authorities and interest groups, including women representatives. Vulnerabilities and risks will be mapped to identify suitable interventions.

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 main institutional partners in Serbia are the Ministry of Environmental

Protection and the Public Investment Management Office. At site level, Municipality of Kraljevo – Department for Civil Protection will be involved in the testing of NbS approaches for climate change adaptation and disaster risk reduction in the frame of a pilot project at community level.

### Scope of work

The [forest landscape restoration \(FLR\)](#) approach aims to regain ecological integrity and enhance human well-being in deforested and degraded forest landscapes through a variety of place-based interventions, involving trees and other woody plants, including for example tree planting, managed natural regeneration, erosion control, riparian restoration, or improved land management. FLR relies on active stakeholder engagement and can accommodate a mosaic of different land uses, including agriculture, agroforestry, regenerated forests, managed plantations, riverside plantings to protect waterways, etc.

The Restoration Opportunities Assessment Methodology (ROAM)<sup>1</sup> makes the principles of FLR actionable, and is the framework around which stakeholders will convene to develop their Theory of Change for degraded landscapes in the Municipality of Kraljevo. Given the strong focus on the identification of the highest opportunities in the pilot site for flood mitigation and disaster risk reduction, and to design suitable Nature-based Solutions (NbS) interventions such as landscape restoration, a landscape opportunities assessment using the [ROAM](#) framework will be carried out. Design of the pilot project for NbS implementation will then build on the results and outputs of the ROAM process. As understanding gender norms and social inclusion opportunities are central to any sustainable and effective landscape-scale restoration endeavour, IUCN's [gender-responsive FLR guidance](#) is a key tool to understand relevant gender considerations and prepare gender-responsive processes and recommendations. Therefore, activities under this assignment will mainly focus on assessing and integrating gender considerations into the ROAM assessment in the Municipality of Kraljevo for flood mitigation and disaster risk reduction, which will provide key inputs to the Municipality of Kraljevo seeking to accelerate and implement restoration as part of the NbS to accelerate and scale climate change adaptation and disaster risk reduction, while facilitating the achievement of local objectives and goals such as water security, diversifying livelihood options, preserving key biodiversity, inclusive planning, etc.

In order to achieve this goal, IUCN is seeking a qualified gender consultant to provide technical support in carrying out a gender analysis and developing a gender action plan in relation to the Restoration Opportunities Assessment Methodology assessment in Serbia. The consultant is expected to work closely and coordinate with the other consultants engaged on the ROAM analysis in Serbia.

The gender consultant will actively collaborate and work with the IUCN ADAPT project management team, other ROAM consultants in Serbia, Serbia Field Expert, technical personnel from the Municipality of Kraljevo, the IUCN gender team and others to gather gender information at the local level and develop a gender analysis, focusing on the Municipality of Kraljevo and in particular the sites considered for FLR interventions. The gender consultant will actively exchange gender information and liaise with the other consultants on the ROAM assessment to ensure that participatory and inclusive approaches, gender-responsive considerations, and sex-disaggregated national and subnational data and other gender information are included in the ROAM report. When analyzing the social context, the consultant should consider intersectionality and put special attention to differences between relevant social groups, distinguishing in particular needs, concerns and vulnerabilities of indigenous peoples and vulnerable groups, and relevant differences between men and women.

The consultants will be expected to undertake the following tasks:

**Task 1:** Participation in the inception workshop. The workshop is critical for setting the stage for work on the ROAM analysis. Its purpose is to gather all relevant stakeholders to the ROAM assessment, notably but not limited to the other 4 experts that will input into the ROAM assessment, national authorities, expert organisations, the Municipality of Kraljevo, CSOs, women-led groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the ROAM analysis. The consultant will submit ahead of the workshop a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final ROAM analysis:

**Task 2:** Conduct a gender analysis with particular emphasis on the sites in the Municipality of Kraljevo identified for FLR interventions, including through desk review and key informant interviews:

The gender analysis should elaborate on gender roles in socio-economic activities and natural resource management, dependencies on natural resources, environmental degradation, women's access to productive

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<sup>1</sup> Restoration Opportunities Assessment Methodology (ROAM), produced by IUCN and the World Resources Institute, provides a flexible and affordable framework approach for countries to rapidly identify and analyse forest landscape restoration potential and locate specific areas of opportunity at a national or sub-national level. <https://www.iucn.org/theme/forests/our-work/forest-landscape-restoration/restoration-opportunities-assessment-methodology-roam>

resources and their legal rights, as well as their influence in collective decision-making. The gender analysis should also include a review of national and local gender equality and environmental laws and mandates, specifically in areas related to women's rights, land rights, climate change, water, forest, agriculture, protected areas, among others. It should respond to key research questions, including but not limited to:

- What are the different roles played by women and men in forest use, forest management, agriculture and livestock?
- Are there gender differences in access to, control over, and knowledge of forests, non-timber forest products (NTFPs) and agricultural goods and services?
- What are the different types of land tenure, e.g. what kinds of land do women have access to or control of; who holds the title or deed to the land; were there any cultural restrictions for women to own land or in how they manage land?
- Who decides whether or not a resource may be used?
- Are there any regulations, customs or territorial rights that pose restrictions on the use, access or control of the resources based on someone's socio-economic status in the area?
- Do women and men have different priorities for FLR initiatives?
- Do women bring different knowledge and skills to the FLR process?
- How could FLR initiatives impact women and men across socio-economic groups differently?
- How could FLR initiatives benefit women and men?
- Who prioritises potential benefits? Who decides the division of benefits and to whom they go?
- How are women and men from different socio-economic groups currently represented in decision-making processes relevant to FLR initiatives?
- What are the constraints faced by distinct groups of women for full participation and engagement?
- What are the national gender policies and legislation that should be taken into account?
- Who are key actors for addressing gender issues or driving gender equality (e.g. national ministry, women's groups, women's parliamentary caucus, etc.)?
- What barriers do women from various socio-economic groups face in accessing finance mechanisms?

**Task 3:** Present the findings of the gender analysis at the validation workshop, including to prepare to integrate participants' feedback into the ROAM assessment report, and to participate in all other sessions to contribute gender perspectives and expertise:

**Task 4:** Integrate feedback and validation workshop information into a revised gender assessment, developing key findings, recommendations and opportunities for restoration activities to be gender responsive. This may also include reviewing and commenting on the work concurrently being conducted by other consultants and teams:

The final assessment should provide recommendations to the identified FLR intervention to overcome barriers (gender gaps) identified during the gender analysis. The assessment should not only focus on external outcomes, but also provide guidance on how to mainstream gender considerations into the FLR intervention(s) identified by the ROAM analysis. The assessment should provide guidance in relation to mainstreaming gender into strategies and approaches to the identified FLR intervention. It should be shaped for example by the following questions (and/or others as identified in the development process):

- How can FLR contribute to women's empowerment and gender equality outcomes?
- What dedicated or supporting objectives can focus on identifying and improving gender gaps?
- How /where can diverse women / women's organizations meaningfully participate in FLR, including as partners and direct beneficiaries?
- Are women's and men's needs and priorities (around their lives and livelihoods) considered in prioritising FLR opportunities?
- Are women or women's organisations a major stakeholder in identified FLR opportunities?
- Do the FLR opportunities have differentiated benefits for women and men?
- Do the FLR opportunities have differentiated risks and potentially negative impacts for women and men?
- Are there specific opportunities to improve women's status and condition through FLR initiatives?
- Do the FLR opportunities improve women's land rights and tenure opportunities?
- Do women have equal access to the financing options of FLR?
- How can gender information and disaggregated data be captured? What gender indicators might be relevant?

## Expected deliverables and tentative timeframe

The key deliverables of the gender component of ROAM in Serbia will be:

Deliverable	Tentative timeline
1. Participation in inception workshop	12 May 2021
2. A gender analysis in relation to the ROAM analysis in the Municipality of Kraljevo	26 May 2021
4. Final assessment with recommendations and guidance on how to integrate gender into the FLR intervention design	9 June 2021
3. Participation in validation workshop	TBC

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in drafting agendas and providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

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 gender consultant and the ADAPT project management team.

**Methodology:** The Restoration Opportunities Assessment Methodology (ROAM), provides a flexible framework and approach for countries to identify and assess forest landscape restoration (FLR) opportunities, and identify highest value and priority interventions at national or sub-national levels. The methodology will assist the decision-makers, including local land management actors in understanding where restoration can be beneficial for mitigating flooding and landslides, which nature-based solutions are politically, socially, economically and ecologically feasible and desirable at the priority sites. Important components of the ROAM are the cross-sectoral stakeholder engagement, gender mainstreaming, inclusive governance and identification and development of financial and social incentives for implementation. The assessment methodology combines geospatial analysis and biological and economic modelling within a framework that assesses the social, political, and institutional readiness to implement restoration.

Read more about the guidelines and tools used during application of ROAM:

1. Download the road-test handbook on ROAM - A guide to the Restoration Opportunities Assessment Methodology - <https://portals.iucn.org/library/node/44852>
2. See the animations of each phase as quick visual introductions (ROAM) - [https://www.youtube.com/playlist?list=PLE\\_scKstDhz4N7dUVUR7EmYHyUdBJ9QXG](https://www.youtube.com/playlist?list=PLE_scKstDhz4N7dUVUR7EmYHyUdBJ9QXG)
3. **Gender-responsive restoration guidelines** - <https://portals.iucn.org/library/node/46693>
4. Biodiversity guidelines for forest landscape restoration opportunities assessments - <https://portals.iucn.org/library/node/47713>
5. A Cost-Benefit Framework for Analyzing Forest Landscape Restoration Decisions - <https://portals.iucn.org/library/sites/library/files/documents/2015-018.pdf>
6. The Restoration Diagnostic - [https://www.wri.org/sites/default/files/WRI\\_Restoration\\_Diagnostic\\_0.pdf](https://www.wri.org/sites/default/files/WRI_Restoration_Diagnostic_0.pdf)
7. Restoration Opportunities Optimization Tool (ROOT). <https://naturalcapitalproject.stanford.edu/software/root>
8. Examples of ROAMs- <https://infoflr.org/news-media/clear-roadmaps-land-restoration-25-countries>

## Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to 31 August 2021.

## Meetings and travel

The consultant will participate in a number of physical meetings and consultations for validating gender outputs. This will be subject to IUCN's travel policy as well as safety in light of the ongoing impacts of the COVID-19 pandemic.

The consultant will further attend meetings and carry out field visits with the local authority and stakeholder groups in the pilot site in the frame of pilot project implementation. Travel to the pilot site and to key project meetings and consultations in the region will be required as necessary. Where possible in-person meetings will be prioritised, but if these are not possible due to COVID-19 travel restrictions and measures, then virtual meetings and validations will take place.

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

**Responsibilities and communication**

The consultant is mandated by IUCN for all the tasks and deliverables mentioned in above sections. All deliverables need to be submitted to IUCN ECARO in English by the given deadline.

**Pricing information**

The maximum available budget for this consultancy is estimated at EUR 6 000, excluding assignment-related travel costs, accommodation and subsistence costs.

### 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 85%, Financial Weighting Factor 15%, 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 social sciences, gender, gender responsive approaches to natural resource management, climate change adaptation and/or disaster risk reduction.	40
2. Quality of the project methodology and work plan.	30
3. Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in Serbia.	15
4. Price score.	15
<b>Total Score</b>	100

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

$$PS = 15 \times LP/PP$$

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 proposal
- Candidate's background, including CV
- List of similar projects within the last 5 years
- At least one relevant example demonstrating the expert's experience with gender, mainstreaming gender in forest landscape restoration, nature-based solutions, climate change adaptation and/or disaster risk reduction
- 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.

#### **Applicable Goods and Services Taxes**

Proposal rates and prices shall be exclusive of Value Added Tax.

#### **Currency of proposed rates and prices**

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

## PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for the Nature-based solutions field expert in Albania. 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](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](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