



Request for Proposals (RfP) Vessel Monitoring Systems (VMS) and Electronic tags

International Union for Conservation of Nature Regional Office for West Asia (IUCN ROWA), Enhancing Socio-Ecological Climate Change Resilience of Marine And Coastal Systems in Lebanon, Marine and Coastal Zone Programme

Issue Date: Thursday April 22, 2021

Closing Date and Time: Friday May 07, 2021

IUCN Contact:

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

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

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous people's 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 an Inshore Vessel Monitoring System and electronic tags. The detailed Terms of Reference/Description of the Requirement can be found in Part 2 of this RfP.

1.3. Procurement process

The following key dates apply to this RfP:

RfP Issue Date	Thursday April 22, 2021
RfP request for information	Thursday April 29, 2021
RfP Closing Date and Time	Friday May 07, 2021
Estimated Contract Award Date	Monday May 17, 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.

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 29 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 13:00 pm on May 07, 2021 by email to: Ziad.Samaha@iucn.org The subject heading of the email shall be RfP – VMS and E-tags - [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

In process of developing the data base of Fisheries sector in Lebanon and more specifically with regards to Monitoring and control, this instrument required is indispensable. Furthermore, Statistical data at MOA is being built up to meet national standards and requirements mainly GFCM requirements and recommendations. Thus, Good practices should supply accurate data. Accordingly, the marine programme at IUCN ROWA is providing technical support to the Ministry of Agriculture (MoA), Department of Fisheries and Wildlife, through a protocol of cooperation. Under the scope of the cooperation protocol, the Marine programme is assisting in several selected activities working towards achieving responsible and sustainable fisheries, within the remit of the Ministry's Strategy towards sustainable fisheries (hereafter referred to as "the Strategy"). As such, the marine programme is providing support procuring a vessel monitoring system and gear tags to help the Ministry in better monitoring the sector and collect more accurate data on fishing activities.

The fishing fleet in Lebanon is mostly artisanal with small to medium (6 to 8 meters) wooden vessels locally called "feluka". Most of the vessels operate within 6NM from shore, the majority of this fleet barely ventures beyond 4NM. Future fishing beyond 6NM is foreseen. Most of the other large vessels have been transformed into flat deck tourist boats for day trip and special sea excursions.

Fishing techniques are mostly based on passive gear such as static Gillnets, Trammel nets, Purse Seine, Long lines, metal artisanal traps.

The marine programme in coordination with the MoA is planning on launching a pilot site for testing vessels and gear tagging.

Objectives

1. Installing vessel tracking (VMS /IVMS) as per the following split:
 - 1.1. A total of Twenty (40) IVMS units to be installed on the following vessels:
 - 1.1.1. Sixteen (36) units to be installed on fishing vessels
 - 1.1.2. Two (2) on DFW patrol vessels for monitoring and control
 - 1.1.3. Two (2) fixed on pilot area ports for controlling the incoming and outgoing gear tags
2. Installing E-tags on fishing gear:
 - 2.1. A total of two hundred fifty (250) units of gear tags to installed:
 - 2.1.1. One hundred fifty (150) units will be dedicated to gear tagging
 - 2.1.2. One hundred (100) units will be allocated to small fishing vessels just to track their activities, in terms of navigation time, fishing area, effort, location etc.

Requirements

The Vessel Monitoring system should have the following minimum requirements

IVMS units:

Product physical specifications

- Maximum dimensions 300 x 300 x 300 mm, so it would fit easily on any vessel
- Weight: maximum 1 Kg

Battery

- Type: Li-ion
- Operational Life: Ensuring at least 24h of continuous functioning without power input

Power supply:

- Input Voltage 9-36V (indicative range)

Interfaces

All wireless interfaces required to deliver features covered by this tender. These includes but are not limited to:

- BLE 4.0/5.0
- USB
- WiFi

Wired interfaces such as RS232 may be an asset

Transmission means: transponders should mandatorily deliver hybrid connectivity (satellite + GPRS) in order to limit airtime costs, namely:

- IRIDIUM SBD
- Internal 4G (LTE) quad band GSM

Factory settings should grant priority to satellite transmission and shift to GPRS only upon availability of stable GPRS coverage. The provider should make sure that third party GPRS services used by the transponders are able to work with national mobile telephony services.

Transmission intervals: transponders and associated airtime service package should allow for transmission intervals suitable to support monitoring and control activities envisaged by Lebanese authorities. While [REC.MCS-GFCM/33/2009/7](#) "concerning minimum standards for the establishment of a vessel monitoring system (VMS) in the GFCM area of application" should be regarded as mandatory in order to be compliant with GFCM regional standards, it is advised that location points are transmitted at least once per hour via satellite (where applicable) and every 30 minutes via GPRS.

Programmable transmission frequency: transponders should be endowed with features allowing the remote override of their transmission frequency for both VMS and GPRS by the provider upon request by relevant Lebanese authorities.

Compatibility with gear sensors

- Integration with 3rd party Bluetooth devices including gear sensors
- 9-Axis Accelerometer

Global Navigation Satellite System

- GPS
- GLONASS

Environmental Specifications

- Operating Temperature (approx.): -10°C to 75°C
- MIL-STD-810G approved
- At least waterproof Ingress Protection 67 (68-69 are favored)

Security

- AES 256 Encryption
- Proved construction provisions delivering GPS jamming suppression
- Cable and Enclosure Tamper Alerts

Memory

- At least 500MB internal memory
- At least non-volatile memory storage up to 50,000 reports

Transponder APIs

Thorough and documented API specifications and access keys should be provided by the manufacturer to the Lebanese government to fetch location, catch and all ancillary data originated or routed through the transponder units. Such APIs are intended for potential integration of said data into 3rd party VMS software platforms and/or real-time relay to authorized parties, if any (such as RFMOs).

ERS-ready design

Transponders should include all the necessary hardware modules to transmit electronic catch data to its VMS software platform, including by offering data entry features through the provision of secure applications. These should be able to run on an approved list of mobile devices (phones and/or tablets). The list of compatible devices should be included in the offer and possibly include Samsung Galaxy Tab Active 2 (rugged).

Airtime pricing for VMS-only and VMS+ERS setups

Pricing schemes and related payment models should be clearly indicated in offers issued by transponders/airtime providers. Such pricing schemes should also indicate potential start-up costs required to register the units on the satellite network. In addition, it should be noted that separate quotes are required in order to outline potential variations in terms of airtime costs for the implementation of ERS catch data transmission in addition to traditional VMS data.

Gear tags/electronic sensors/beacons

Product physical specifications:

- Dimensions: maximum 100 x 50 x 50mm, so it would fit easily fit on most of gears and vessels
- Weight: maximum 200 grams

Environmentally sealed and approved

- Depth rating 800 meters at least

Power

- Built-in battery
- Battery life of at least 4 years

Communication interfaces

- BLE4 / BLE5 or equivalent IoT solution

Sensors:

- 9-Axis Accelerometer
- GPS
- Pressure
- Temperature detection would be an asset

Global Navigation Satellite System

- GPS
- GLONASS

Security

- AES128 encryption
- Possibility to uniquely identify each beacon
- Possibility to associate each tag, at VMS software platform-level to specific gears or vessels (for use on SSF boats).

VMS Software platform

The VMS transponders should be coupled with a web-based, password-protected VMS platform hosted by the provider in the form of a Software-as-a-Service (SaaS) and allowing the Lebanese government and relevant national authorities to access historical and real-time MCS information produced and gathered through the solutions addressed by the offer. This instrument should allow ubiquitous access via web browser (from any geographical location, provided internet access is available) without requiring complex connection tunneling

such as VPN. Such solution is expected to have a user interface optimized for both desktop and mobile screen layout. Compatibility with Android 9 and above with related web browsing features is seen as an asset.

Number of concurrent users: the platform should allow concurrent access from multiple users, at least 15 to start with and possibility to upgrade. the offer should indicate the number of user accounts already included in the software licensing scheme and how many of them are granted with simultaneous real-time access to VMS data.

Programmable alerts: the VMS software platform should allow authorized users to set up alerts when:

- a VMS position report is overdue (thus indicating potential transponder failure or tampering);
- a VMS transponder main power has been cut, where applicable (this is also subject to the availability of a diagnostic message for this purpose in the gateway's API put at disposal by the transponders' manufacturer).

Data exchange: The VMS software platform should be also able to perform scheduled transmission of location and/or catch data, via NAF (North Atlantic Format) over HTTPS, to compatible endpoints (e.g. to the GFCM) where applicable and needed. Compatibility with the UNCEFACT FLUX standard would be an asset.

Data import: the software platform should allow facilitated import/update of:

- Fleet data - fleet-related information (national vessel register) via Excel and CSV format (in case additional protocols and formats are available, for instance to deliver automated data synchronization with national databases, these should be specified in the offers);
- Shapefiles – ESRI-compatible shapefiles depicting closed areas that may be used to underpin monitoring activities of closed areas of particular interest (e.g. FRAs); Geo-fencing: end users should be able to set up automated alerts triggered by vessel activities taking place within a given closed area, if possible according to specific parameters (i.e. vessel speed); Data export: the platform should be able to generate and export reports (fleet data, vessel locations at given time, system events, alerts, etc.) in file formats fit for the kind of information (e.g. CSV, Excel, KML, PDF documents, JPG).

ERS software solution

A dedicated software solution, either inbuilt in the VMS platform or made at disposal as a separate application, is expected to be provided in order to enable transmission of catch reports. For vessels above 12m LOA, information gathered should be coherent with provisions¹ compatible with GFCM requirements. Ideally, the system should accept both English and Arabic languages for data entry purposes. The availability of a user interface in both English and Arabic is deemed an asset.

After-market support Levels

Transponder installation and initial testing

The supplied transponders, will be installed on 36 'multi-day' fishing boats to monitor their whereabouts and type and amount of catch in an initial pilot project to prepare for a full fleet tagging as a second phase.

Installing the VMS will help in bridging the data gaps on fisheries in Lebanon and improve the understanding of the Illegal, Unreported and Unregulated fishing.

The transponder come in to complete a current study on fish maturing and spawning calendar for most common commercial native species. The transponders will provide accurate data on fish stocks. This will help steer towards sustainability of landed catch based on maturity and that continuous replenishment of stock is taking place and fishing is done legally.

One the equipment is bought and installed, it will take about two to three months to evaluate and release the initial testing report.

Detailed installation and testing plan will be shared with the selected vendor.

¹ A tentative logbook template (subject to amendments) is available at [this link](#).

The bidding document should request providers to include in their offers adequate details according to the following principles guiding the initial installation, for subsequent inclusion in the service agreement:

- installation plan: an installation plan should be elaborated by the provider to specify how related tasks shall be performed by the company - or authorized technical partner - in designated ports. It may be up to the Lebanese administration to specify them in advance in the bidding document. At the same time, the bidding document should request the sustainable indicative work volume (how many vessels to be equipped per day and in which port);
- deadline: the bidding document should impose a final deadline to the provider for the complete installation and activation of transponders on the national fleet;
- best practices: the bidding document request the provider to specify guidelines that will be followed by installers, especially relating tamper-proof approved installation and configuration, tests to be conducted;
- initial tests: installation of each VMS unit and related sensor(s) will be deemed acceptable upon successful verification of functioning through the VMS SaaS platform.

Provisions covering transponder installation, support and maintenance

Offers should include a list of local/regional representatives or technical partners that would be able and qualified to undertake maintenance or technical support activities. Indicative itemized costs for all types of intervention should be listed. It is intended that the provider shall be held responsible for the provision of extra materials (e.g. cables, connectors, power filters, physical supports) required on a case-by-case basis for each vessel to ensure that the installation is in line with the above provisions. Pricing schemes for this sake should be clearly indicated in the offer by the provider (e.g. flat rate or standard upfront fee per vessel). Extra costs deriving from the obsolescence and subsequent replacement of system components (e.g. internal backup batteries) should also be included in provider's offer and describe applicable terms and conditions.

Expiration dates internal transponder batteries should be indicated by the provider for each transponder and a potential replacement plan should be bilaterally agreed beforehand between the provider and the Lebanese administration including tentative timeframes and costs.

Transponders documentation provided by the manufacturer should include complete guidelines describing installation best practices ensuring adequate functioning of such devices and the integrity of related cablings in order to assure:

- lifespan for all components in line with design specifications;
- protection from power surge events or other electrical issues that may hamper the correct functioning of the transponder or its operational status;
- ease of physical maintenance;
- immunity to electromagnetic interferences determined by on board devices and communication systems (e.g. radar antennas, VHF radios, telephony systems, etc.);
- protection from direct exposure to exhaust gas emissions or other sources of thermal and chemical factors that could affect their operational status or expected lifetime.

VMS Software Platform (SaaS) and transponders

The VMS software platform is required to run 24/7 each calendar month with at least 99.50% uptime, minus any Excused Down-Time Events e.g. scheduled maintenance or deployment of new features. Relevant Lebanese authorities must be informed about any Excused Down-Time Events not less than five (5) working days before they occur.

SaaS - Support Services are required to be available 24/7 with a hotline to call as needed and with the following response and resolution times:

- Hot-line: 24/7 response;
- Resolution of possible issues communicated through the Hot-line:
 - Critical severity issues (Total Service outage or with severe performance impact): <= 4 hours resolution;
 - Medium severity issues (Degraded performance, incidents yet affecting daily control activities by Lebanese authorities): <= 16 hours resolution;
 - Low severity issues (Minor bug fix/patch to intermittent issues, Questions, Info, How-to): <= 24 hours response.

Transponders –operational status:

- Unit unresponsive/faulty or not polling: \leq 4 hours response and/or resolution where technically and physically possible;
- Unit first activation on the sat network and integration in the VMS platform (i.e. when replacing a faulty unit): max 48 hours resolution.

Training material

Monitoring activities by national administration require proficiency in the use of the software platform resulting from the procurement process. Training material should be provided by the software provider as a part of the service kick-start and kept updated for the whole duration of the service period.

Data treatment provisions upon service termination

In case the service contract between the provider and the Lebanese administration is terminated for any reasons, due mechanisms, procedures and norms should allow the administration to obtain a copy of the whole historical VMS/ERS dataset of the Lebanese fleet and related ancillary information in accordance with formats and standards to be agreed as part of the arrangements of the service agreement.

PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component as well as the qualification of the team members. A weighting will be provided to each component as follows: Technical Weighting Factor 70%, Financial Weighting Factor 30% with the total score a combination of these two percentages.

Technical proposal (70%)

- Proven experience in producing and/or retailing similar units, providing a list of previously installed units in coastal and marine areas (10 points)
- Product guarantee (10 points)
- Installation and testing plan (10 points)
- Training material (10 points)
- Fulfilment of the details the specifications of the items requested. For more details about the features, please cf. Part 2 – The requirements (30 points)

Any Proposal that does not meet the minimum technical requirements (see Part 2.1) will not be considered further.

Financial proposal (30%)

To be computed as a ratio of the proposal's offer to the lowest price among the compliant proposals received by IUCN.

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

The Proposer's Proposal must detail the specifications of the items requested. For more details about the features, please cf. Part 2 – The requirements.

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 USD.

PART 5 – PROPOSED CONTRACT



Below is the proposed Contract for [name of project/requirement]. 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.

TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

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 Jordan through IUCN ROWA, International Union for Conservation of Nature and Natural resources, Regional Office for West Asia located at Adbel Latif Salah street, building 29, Amman, Jordan (hereafter "IUCN"),

and

[full legal name of other party], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter "**Consultant**")

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

PREAMBLE

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

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].

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

Now therefore the Parties agree as follows:

1. SERVICES

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

1.2 The Consultant will assign [name of the person(s) and title(s)](the "Key Personnel"), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

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

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

1.3 In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

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

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

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; 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. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the Agreement end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

5.3 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.

5.4 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]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant’s bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 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 in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

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.

7.5 The Overseas Charges (Bank Fees) will be shared between IUCN-ROWA and the Payee/Beneficiary

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 it by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 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 or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

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 Pre-existing Intellectual Property (Pre-existing Rights”) of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

10.4 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.

10.5 Neither Party shall have the right to use the other Party’s name, logo and/or other trademarks in any medium and for whatever purpose without the other Party’s prior written consent in each instance of use.

11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

11.2 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 Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [address] [phone] [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. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

14.1 IUCN recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. PROCESSING OF PERSONAL DATA

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

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

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

16.1.2 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.

16.2 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.

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, 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 ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 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.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

In the event of termination under this article, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

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

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

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

16.4.4 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.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

17.2 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.

18. GENERAL PROVISIONS

18.1 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.

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

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

18.4 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.

18.5 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.

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

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

**[Name 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