

Request for Proposals (RfP) Marine Plastics & Coastal Communities (MARPLASTICCs) Final Project Evaluation

Global Marine and Polar Programme

Issue Date: 30 August 2021

Closing Date and Time: 22 September 2021, 23:59 CEST

IUCN Contact :

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Nature-based Solutions Group

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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 900 staff operating projects in 160 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 1,400 Member organisations and some 18,000 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.

1.2. Summary of the Requirement

IUCN is seeking an independent evaluator or evaluation team ("the Consultant") to lead the final evaluation of the Marine Plastics & Coastal Communities (MARPLASTICCs) project. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	30 August 2021
RfP Closing Date and Time	22 September 2021
Estimated Contract Award Date	01 October 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” presented in Annex of this RfP 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 22 September 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

For this evaluation, IUCN welcomes applications from Organisations and/or individual Consultants. In order to be considered, proposal need to include:

- a) Personal CV of the Evaluator that will prepare and lead the activities, indicating all relevant past experiences and main competencies; CVs of any other people to be involved in the evaluation should also be submitted.
- b) A brief description (max 3 pages) of why the Evaluator or the Evaluator’s team is the most suitable for the assignment, including a short description of the plan and methods envisaged to meet the mid-term review objectives.
- c) A budget description that demonstrates that the assignment will be done within the budget envelope. Due to the travel risks associated to the COVID pandemic, applicants are invited to submit 2 separated budgets. One budget for a full remote assessment and one budget for an assessment that includes field visit to at least 1 country in each region of Africa and Asia (2 countries in total). Budget have to be presented in SEK (Swedish Krona) and USD.

Proposers must submit their Proposal to IUCN no later than 23:59 CEST on 22 September 2021 by email to: florian.reinhard@iucn.org, cc. Janaka.DeSilva@iucn.org and Lynn.Sorrentino@iucn.org

The subject heading of the email shall be “**MARPLASTICCS Final Evaluation - Proposer Name**”. Electronic copies are to be submitted in PDF 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

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 – TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE FINAL EVALUATION OF IUCN'S PROJECT: Marine Plastics & Coastal Communities (MARPLASTICCs) August 2021

Introduction and Project Context

The International Union for Conservation of Nature (IUCN), founded in 1948, is the world's oldest and largest environmental organisation. Conserving biodiversity is central to the mission of IUCN. The goal of the organisation is to demonstrate how biodiversity is fundamental to addressing some of the world's greatest challenges such as climate change, sustainable development and food security. IUCN works toward its mission by developing hundreds of conservation projects all over the world from the local level to those involving several countries, all aimed at the sustainable management of biodiversity and natural resources.

Among the different threats to biodiversity that IUCN intends to address, this includes 12-14 million tonnes of plastic waste that enters the ocean every year¹. Both Africa and Asia are particularly affected by this problem as they share a common set of determinants on plastic pollution that relates to the mismanagement of plastic waste, or the lack of waste management infrastructure, collection systems and recycling systems. While waste management is a huge public health and economic issue that already attracts a large amount of public sector investment, approaches to how the plastic component of that waste is managed, particularly in terms of mitigating coastal and marine plastic pollution, tend to be lost among other broader considerations and not dealt with directly.

In order to address this problem and with the support from the Swedish International Development Cooperation Agency (Sida), in 2017, IUCN launched the Marine Plastics & Coastal Communities (MARPLASTICCs) project, as part of its global Close the Plastic Tap Programme. MARPLASTICCs began in 2017 and current activities in this phase will stop 31 December 2021. The higher-order goal of this initiative is that governments and regional bodies within the Eastern and Southern Africa and the Asia Pacific regions promote, enact and enforce legislation and other effective measures that contain and reduce marine plastic pollution. MARPLASTICCs intended to equip governments, industry and civil society in Kenya, Mozambique, South Africa, Thailand and Viet Nam with knowledge, capacity, policy options and plans of action to contain and reduce marine plastic pollution. More information can be found here: <https://www.iucn.org/theme/marine-and-polar/our-work/close-plastic-tap-programme/marplasticcs>.

Objective of the MARPLASTICCs project

This four-year initiative in Africa and Asia works in five countries: South Africa, Mozambique, Kenya, Thailand, and Viet Nam. The overall objective is: "Governments, industry and society in Eastern and Southern Africa and the Asia Pacific regions are equipped with knowledge, capacity, policy options and plans of action to contain and reduce marine plastic pollution."

Outputs of the project

In order to reach the above objective, MARPLASTICCs aimed to achieve the following outputs:

1. Improved understanding of the state and impact of plastic pollution in the Indian Ocean and Asia Pacific regions.
2. Local and regional capacity building to facilitate national action to control plastic pollution in the Indian Ocean and Asia Pacific.
3. Support to national and regional policy frameworks and legislative reform processes to address plastics in the Indian Ocean and Asia Pacific regions.
4. Engagement and mobilisation of business actors in support of effective management and reduction of plastic pollution.

Rationale for the final evaluation

This final evaluation fulfils the IUCN Monitoring and Evaluation Policy² to conduct an independent final evaluation for the purpose of assessing the results of the intervention. It is expected that the findings and

¹ See IUCN Close the Plastic Tap Programme <https://www.iucn.org/theme/marine-and-polar/our-work/close-plastic-tap-programme>

²https://www.iucn.org/sites/dev/files/content/documents/the_iucn_monitoring_and_evaluation_policy_2015.pdf

recommendations of this final evaluation will help to inform future decisions such as whether to pursue additional interventions, to scale up existing interventions, or to replicate this project elsewhere. The external evaluation should also help IUCN identify key lessons learned that could be used for the development of future project proposals and improve the implementation of future interventions. Finally, it also addresses Sida's requirement in terms of project evaluation.

Geographical coverage/scope

The scope of MARPLASTICCs was global, to regional (Eastern and Southern Africa and Southeast Asia), to national (Kenya, Mozambique, South Africa, Thailand, and Viet Nam) to subnational in each country. The external evaluation should examine work performed at all geographic levels, and across the four project pillars: knowledge, policy, capacity, and business, noting all items linked in the provided documents and on the website <https://www.iucn.org/theme/marine-and-polar/our-work/close-plastic-tap-programme/marplasticcs>.

Objectives of the final evaluation

The final evaluation will explore MARPLASTICCs' work and achievements and the role played by IUCN with the aim of assessing the results of the project intervention and its sustainability. Through the assessment of the performance and lessons learnt, the evaluation will contribute to both learning and accountability.

The specific objectives of the final evaluation are:

- To assess the **relevance** of the MARPLASTICCs project to address the plastic pollution problem in the five target countries. It will assess the relevance of the stakeholders targeted by the intervention, to the stakeholders targeted, and of the methodologies and approaches implemented.
- To assess the **effectiveness** of the MARPLASTICCs project at achieving its objectives and provide clear insights about what has and has not worked and why. It should also highlight how the COVID-19 pandemic has affected the project and how the project adapted to this situation.
- To assess the **efficiency** in terms of value for money of the delivery of the MARPLASTICCs outputs.
- To assess the **sustainability** and **impacts** of MARPLASTICCs and provide clear indications about the positive and negative, intended and unintended changes that resulted from its interventions and the probability for these changes to be sustainable.
- To **identify lessons learnt** and provide set of **actionable recommendations** that can inform future decision-making on whether to improve, pursue, scale up or replicate similar projects elsewhere.

The key evaluation questions for the final evaluation are:

Relevance:

1. How appropriate and relevant were the MARPLASTICCs approaches and intervention logic with regards to its objectives, anticipated outcomes and outputs, and within local, national, and regional context?
2. Has there been any major change of condition since the project was formulated that has affected its relevance? If so, what are these changes and to what extent the project has managed to adapt to ensure it remains relevant?
3. How relevant is the knowledge generated through MARPLASTICCs with regards to national and regional processes to abate plastic pollution, and to a potential global agreement on plastic pollution?

Effectiveness:

1. To what extent has MARPLASTICCs delivered on its outputs and outcomes at national, regional and global level? Were there any unintended consequences? In particular:
 - 1.1. How effective has MARPLASTICCs been in producing knowledge about the state and impact of plastic pollution in each of the target countries? To what extent have the National Guidance for Plastic Pollution Hotspotting and economic assessments been used by target audience?
 - 1.2. How effective has MARPLASTICCs been in building local and regional capacity to facilitate national action to control plastic pollution? To what extent have the circular economy initiatives reached their objective(s)?
 - 1.3. How effective has MARPLASTICCs been in supporting national and regional policy frameworks and legislative reform processes to address plastic pollution? To what extent have decision makers and policies been influenced by the project?
 - 1.4. How effective has MARPLASTICCs been in engaging and mobilising business actors in support of effective management and reduction of plastic pollution? What are the markers of change among key

business actors that demonstrate their increased level of interest and involvement in the fight against plastic pollution?

- 1.5. For all the above questions, what are the factors that positively or negatively influenced the effectiveness of the project?
2. To what extent were the Monitoring, Evaluation and Learning (MEL) strategy and tools adequate and effective? In particular:
 - 2.1. To what extent did the MEL strategy help to (a) collect the right kind of data in view of understanding the impact of the project and (b) detect any needed programme implementation adjustments for better progress towards results?
 - 2.2. What adjustments to the MEL system are recommended to help understand the impact of similar project in the future?

Efficiency

1. To what extent are the MARPLASTICCs outputs in balance with the level of effort, time and resources invested?
 - 1.1. To what extent did spending and project delivery align with the planned schedule?
 - 1.2. How efficient were the operational modality and governance structure in contributing to the overall achievements of MARPLASTICCs?
 - 1.3. To what extent has the project management been able to adapt to any changing conditions to ensure efficiency?
 - 1.4. To what extent has the project built on existing agreements, initiatives, data sources, synergies and complementarities with other projects, partnerships, etc. and avoided duplication of similar activities by other groups and initiatives?
 - 1.5. Are there less costly ways of achieving the same outputs?

Sustainability and impact:

1. To what extent has MARPLASTICCs produced significant higher-level effects in addressing plastic pollution?
 - 1.1. What are the key changes, intended or unintended, in the countries of intervention that demonstrate that MARPLASTICCs has achieved its objectives?
 - 1.2. Were potential negative environmental and social impacts adequately mitigated or avoided? If not entirely, what are the negative impacts that resulted from MARPLASTICCs intervention and what could it be done in the future to avoid them?
 - 1.3. To what extent have external factors catalysed or hindered the impact of MARPLASTICCs?
2. What efforts have been made to ensure sustainability of MARPLASTICCs results in the long term?
 - 2.1. What project results, lessons or experiences are likely to be replicated (in different geographic areas) or scaled up (in the same geographic area, but on a much larger scale and funded by other sources) in the near future?
 - 2.2. To what extent are the partnerships and new networks of collaboration created under the impulsion of MARPLASTICCs most likely to sustain?

Audience for the review

The primary audiences for the review are the Swedish International Development Cooperation Agency (Sida), IUCN's Global Marine and Polar Programme and the staff from the IUCN regional offices involved in the project. The regional offices were the IUCN Asia Regional Office (ARO) in Thailand, covering Thailand and Viet Nam, and the IUCN Eastern and Southern Regional Office (ESARO) in Kenya, covering Kenya, Mozambique, and South Africa. Project staff are present in all countries for implementation. The review will be made available to the public on IUCN's website.

More specifically, the intended users and uses of the review are:

- The MARPLASTICCs Project Coordinators and Managers in IUCN's global and regional programmes for the purpose of managing the project, and in particular, for adjusting improve the development and delivery of future similar project;
- The IUCN Monitoring and Learning team of the Nature-based Solutions group is a part of the larger IUCN Performance, Planning, Monitoring and Evaluation Unit, for the purpose of improving its monitoring and learning approach;
- The Global Directors and Director General at IUCN, for the purpose of gathering lessons to inform future decision-making, project design and implementation of other projects under the *Close the Plastic Tap* Programme

- Sida and its evaluation department to provide information to the authorities and the general public.

Evaluation methodology

This evaluation will be carried out in conformity with the IUCN Monitoring and Evaluation Policy (2015)³, which sets out IUCN's institutional commitment to evaluation, and the criteria and standards for the evaluation and evaluation of its projects, programmes and organizational units. IUCN's evaluation standards and criteria are based on the widely accepted OECD DAC Evaluation criteria of relevance, effectiveness, efficiency, impact and sustainability.

The evaluator(s) is expected to develop an evaluation framework based on the suggested key evaluation questions above but may suggest additional questions or modifications. The inception report will be prepared as the first deliverable of the evaluation and will include an evaluation matrix⁴ presenting how the key issues will be addressed, the data sources and the data collection methods that will be used for the evaluation and a set of criteria to rate the strength of the evidence collected. Adequately addressing the key evaluation questions will be the basis for IUCN to sign off on the completeness of the evaluation report.

All data collection tools are to be included as annexes to the final evaluation report. The link between evaluation questions, data collection, analysis, findings and conclusions must be clearly made and set out in a transparent manner in the presentation of the evaluation findings. Conclusion and recommendations should be underpinned by a strong set of evidences.

The evaluation will seek the views of the range of stakeholders who have been engaged in the process to date to conclude whether the project is on track and expected to realise its set objectives.

The evaluator(s) is/are expected to use mixed methods, including:

- Desk review of relevant documentation from the project.
- Verify outcomes harvested by the team throughout the life of the project.
- Field visit to at least one country in each of the regions⁵. Interventions at the national level are to include interviews with key stakeholders, and can be done via call or video call or in person if possible. There would ideally be two (2) visits, one in each region of Africa and Asia and field visits can be planned with IUCN HQ guidance on locations to visit/stakeholders to interview. Given the uncertain COVID situation, applicants are asked to propose a backup scenario in case they end up facing travel restrictions.
- Interviews of key stakeholders across all five countries⁶
- Other methods may be proposed as needed and as the project evaluator's time and evaluation resources allow, these can be the alternative methods especially if no country visit can take place, e.g. surveys or virtual focus groups, keeping in mind the global COVID-19 situation may impact these.

Schedule and deliverables

The evaluation will run from beginning of October to 31 December 2021 with final deliverables, after work is completed, in January 2022. The expected outputs are:

- An inception report including refined key evaluation questions, completed evaluation matrix; approach to sampling stakeholders and field activities, work plan and schedule.
- A draft 25-page evaluation report.
- A final 25-page evaluation report, plus annexes (country specific analyses can be annexes, for example).
- A two-page summary of key findings, lessons, challenges, recommendations and messages from the evaluation report, that can be disseminated to the wider public for general information on the project's results and performance to date.
- A 90-minute webinar on key findings, including 15 slides (max) for a presentation of key findings.

The 25-page evaluation report is expected to follow the format below:

- A. Title page including project identification details

³https://www.iucn.org/sites/dev/files/content/documents/the_iucn_monitoring_and_evaluation_policy_2015.pdf

⁴ See annex 2 for draft evaluation matrix

⁵ This might change depending on the COVID-19 situation

⁶ See annexe 3 for estimate of stakeholders to be interviewed

- B. Executive Summary (including at a minimum the methodology, findings and recommendations)
- C. Table of Contents
- D. List of Abbreviations and Acronyms
- E. A short introduction to project/programme – context and description
- F. Purpose of the Evaluation
- G. Evaluation Issues and Questions
- H. Methodology (including approach to data analysis)
- I. Findings - organised according to the key evaluation questions
- J. Conclusions and lessons learned
- K. Recommendations – actionable recommendations clearly linked to findings and lessons
- L. Appendices

Appendices must include: Evaluation terms of reference; Data collection instruments; Evaluation schedule/timetable (including field visits, if any); List of people met/interviewed; Documents consulted.

Milestone / deliverable	Indicative completion date
Recruitment of Evaluation consultant	17 September 2021
Start date and evaluator appointed	04 October 2021
Inception report including final evaluation matrix	15 October 2021
IUCN comments on inception report	20 October 2021
Draft report	20 November 2021
IUCN comments on draft report	1 December 2021
Final Report, two-page summary and webinar	15 January 2022

Budget

The maximum available budget for this review is 374'000 SEK (~43'000 USD)⁷. Out of this budget, a maximum amount of 287'000 SEK (~33'000 USD) can be used to cover consultancy fees. The remaining amount (87'000 SEK, ~10'000 USD) will serve to cover travel costs, accommodation, insurance, and related expenditures in case travel is the region of Africa and Asia is possible.

The evaluator(s) shall be paid by IUCN upon completion of the following milestones.

- 30% upon signing of the contract
- 30% after presentation of the draft report that is acceptable to IUCN (a review will be done)
- 40% after the approval of the final reports

⁷ For contractual reason with Sida, budget and payment for this consultancy have to be made in SEK. Exchange rate as of 25 August is 1 SEK = 0.114 USD.

PART 3 – THE EVALUATION MODEL

Proposals submitted for this evaluation will be evaluated based on the following criteria

Evaluation Criteria	Points available
1. Quality of the Expression of Interest	40
Understanding of the assignment	10
Approach and capacity to deliver on the evaluation objectives	20
Methods proposed	10
2. Qualifications of the evaluator(s)	50
Experience of the evaluator(s)	20
M&E expertise	20
Language skills	10
3. Budget	10
Total	100 points

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 “Proposer’s Declaration” presented in annex and include this in your proposal.

4.2. Technical information/Service Proposal

For this evaluation, IUCN welcomes applications from Organisations and/or individual Consultants. In order to be considered, proposal need to include:

- a) Personal CV of the Evaluator that will prepare and lead the activities, indicating all relevant past experiences and main competencies; CVs of any other people to be involved in the evaluation should also be submitted.
- b) A brief description (max 3 pages) of why the Evaluator or the Evaluator’s team is the most suitable for the assignment, including a short description of the plan and methods envisaged to meet the mid-term review objectives.
- c) A budget description that demonstrates that the assignment will be done within the budget envelope. Due to the travel risks associated to the COVID pandemic, applicants are invited to submit 2 separated budgets. One budget for a full remote assessment and one budget for an assessment that includes field visit to at least 1 country in each region of Africa and Asia (2 countries in total).

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

All rates and prices submitted by Proposers shall be in SEK, Swedish Krona.

PART 5 – PROPOSED CONTRACT



Below is a proposed Contract for the MARPLASTICCs Final Evaluation. 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.

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 (hereafter “**IUCN**”),

and

(PROPOSER NAME AND INFO (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 wishes to obtain advisory and consulting services from the Consultant (to perform a final evaluation of the project). 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 assist IUCN perform the tasks of a final evaluation 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 upon its signature by both Parties (the "Effective Date") and will expire on 15 January 2022 (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

4.1 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.

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

4.3 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 SEK XYZ ("the Remuneration") as follows:

5.1.1 A first instalment of SEK XYZ 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 SEK XYZ corresponding to 30% of the Remuneration after presentation of the draft of the report and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of SEK XYZ 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 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 XZY SEK [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 (June 2015) shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

7.2 The Consultant 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.

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, data, 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

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 behaviour, 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**

Proposer Info

Date: _____

Date: _____

PART 6 – DEFINITIONS

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

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	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

ANNEX 1: PROPOSER'S DECLARATION

PROPOSER'S DECLARATION

Contract for the provision of the MARPLASTICCs Final Evaluation.

1 ORGANISATIONAL INFORMATION

Name/registered name:	
Legal Status	
Current trading name (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Registered address:	
Telephone:	
Fax:	
E-mail:	
Web-site:	

2 CONTACT POINT FOR THIS TENDER

Name:	
Position:	
Telephone Number:	
Email Address:	
Address:	

3 HOLDING OR PARENT COMPANY (if applicable)

Name/registered name:	
Previous names / registered names (if different):	
Current trading name:	
Previous trading names (if different):	

Registered number:	
Year of registration:	
Country of registration:	
Address / registered address:	

4 REFERENCES

Please provide, in the table below, the reference information of at least three (3) projects, which are of a similar nature to that which will arise from this tender. The information must include:

- Client name, location, and date of execution;
- Description of project and specifically the work done in the project by you / your company;
- The approximate contract value;
- Contact details for checking references (you must provide the name, title, email address and telephone numbers of someone who can be contacted to confirm the references provided).

Proposers are reminded that the references provided may be checked and the outcome of their feedback taken in consideration during the technical evaluation. Proposers must ensure that the provided contact details of the proposed referees are complete, detailed and updated.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				

5 STATEMENT

I, the undersigned, being the authorised representative of the above Proposer, hereby declare that the Proposer has examined and accepts without reserve or restriction the entire content of the Request for Proposals (RfP) for the goods/services referred to above.

I confirm that:

- The Proposer is registered on the relevant professional or trade register of the State in which it is established;
- The Proposer is in full compliance with its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of Switzerland and those of the country where the Contract is to be performed;

and that none of the following **Exclusion Criteria** apply to the above Proposer or persons having powers of representation, decision-making or control over it:

- has a conflict of interest in connection with the Contract; (A conflict of interest could arise in particular as a result of economic interests, family or emotional ties, or any other relevant connection or shared interest.)
- has been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection;

- is bankrupt or being wound up, is having their affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata;
- has been guilty of grave professional misconduct;
- has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity.

I acknowledge on behalf of the Proposer that:

- it is unacceptable to give or offer any gift or consideration to an employee of IUCN as a reward or inducement in relation to the awarding of a contract and that such action will give IUCN the right to exclude a Proposer from the procurement process;
- any direct or indirect canvassing by a Proposer or their appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of IUCN concerning another Proposer may result in disqualification; and
- any price fixing or collusion with other legal entities in relation to this RfP shall give IUCN the right to exclude the Proposer(s) from the procurement process and may constitute an offence.

I fully recognise and accept that any inaccurate or incomplete information provided in the Proposal may result in its exclusion from this RfP and other future contracts with IUCN.

The Proposer will inform IUCN immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of any resulting Contract.

The Proposer offers to provide the goods/services requested in the RfP on the basis of the following documents:

- Proposer's Declaration (this document)
- Technical Proposal
- Financial Proposal

This Proposal is subject to acceptance within the validity period stipulated in the RfP (section 1.10)

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

ANNEX 2: Draft evaluation matrix, to be completed at inception by the evaluator:

Completing and finalising the evaluation matrix, particularly the sub-questions, should draw on the learning questions identified in the MEL strategy, to be provided by IUCN.

Evaluation Criteria	KEY EVALUATION QUESTIONS	Subquestions	Data sources/ data collection methods	Results Summary	Rubrik for Evidence rating

ANNEX 3: Indicative list and contact of stakeholders who have been engaged in the process to date

Below is an estimate of key stakeholder to be interviewed per level of intervention. Final list to be provided at inception

- Global Level : 2-4 stakeholders
- Regional: 2-4 stakeholders
- National: 10-20 stakeholders
- Subnational: 3-5 stakeholders