



# Request for Proposals (RfP) Green Climate Fund Concept Note Development

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

**Issue Date: 3 February 2022**

**Closing Date and Time: 28 February 2022, 23:59 CET**

**IUCN Contact:**

Boris Erg, Director  
IUCN Regional Office for Eastern Europe and Central Asia  
Tel: +381 11 2272 411  
Fax: +381 11 2272 531  
[boris.erg@iucn.org](mailto:boris.erg@iucn.org)

## **PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS**

### **1.1. About IUCN**

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

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

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

[www.iucn.org](http://www.iucn.org)  
<https://twitter.com/IUCN/>

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

IUCN invites you to submit a Proposal for the individual consultancy of a Green Climate Fund Consultant. The detailed Terms of Reference can be found in Part 2 of this RfP.

### **1.3. The procurement process**

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	3 February 2022
<b>RfP Closing Date and Time</b>	28 February 2022, 23:59 CET
<b>Estimated Contract Award Date</b>	15 March 2022

#### **1.4. Conditions**

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

#### **1.5. Queries and questions during the RfP period**

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

Proposers may submit their queries no later than 17:00 CET, 20 February 2022.

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

#### **1.6. Amendments to RfP documents**

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

#### **1.7. Proposal lodgement methods and requirements**

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 28 February 2022 by email to: [milica.radanovic@iucn.org](mailto:milica.radanovic@iucn.org). The subject heading of the email shall be [RfP – Green Climate Fund Consultant - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission. Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

#### **1.8. Late and Incomplete Proposals**

Any Proposal received by IUCN later than the stipulated RfP closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

#### **1.9. Withdrawals and Changes to the Proposal**

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

#### **1.10. Validity of Proposals**

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP closing date.

#### **1.11. Evaluation of Proposals**

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.

## PART 2 – THE REQUIREMENT

### Background information

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

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

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

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

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

The project will be implemented through the following three strategies:

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

In order to demonstrate the value and multiple benefits of Nature-based Solutions, the project aims at implementing two pilot NbS field projects, one in Kraljevo municipality in Serbia and one in Elbasan municipality

in Albania. Apart from the two pilot sites, the project will help prepare a tender dossier and feasibility studies for future NbS projects in selected pilot sites in the other four Western Balkans economies.

This assignment will contribute to strategy three, with a particular focus on scaling up Nature-based Solutions drawing on the regional and national assessments and work done in the pilot sites. This will entail reaching out to key institutional partners to explore the possibility for developing a small- to medium-sized project proposal with a particular focus on the Green Climate Fund. The work will include stakeholder consultation, development of a feasibility study and concept note for submission to the GCF Secretariat.

## Scope of work

The consultant will work closely with the IUCN project management team, relevant IUCN units, project partners and experts and will be responsible for the following tasks:

### 1. Preliminary Consultations

With support from IUCN and the ADAPT PMT coordinate and facilitate the organisation of a series of consultations with national partners and prepare an inception report. The objective is to map ongoing and upcoming GCF projects in the region and assess the possibility of developing a full funding proposal for the Green Climate Fund based on the results of the ADAPT project and the IUCN Global Standard for Nature-based Solutions.

### 2. Draft Concept Note

Based on the results of stakeholder consultations prepare one draft concept note in line with countries' strategic framework and priorities for the Green Climate Fund, ADAPT results-based framework, project findings and the IUCN NbS Global Standard. The replication and scaling up potential of the ADAPT project will be considered. The draft concept note should be prepared using the standard GCF Concept Note template and include the following information: a theory of change, project context and baseline, project description, results aligned with the GCF investment criteria, and indicative financing and cost information. The concept note will be presented to and discussed with relevant national partners and NDA. The concept note must consider specifically the paradigm shift element of the project, in the context of the climate rationale, sustainability and innovative financing mechanisms. The paradigm shift will look at how additional investments, including from the private sector, can enhance resilience and adaptation to climate change.

### 3. Pre-feasibility Study

Following the discussion with IUCN, national partners and NDA, the consultant will prepare one pre-feasibility study to assess the relevance and soundness of the draft concept note, its theory of change, results and indicative cost, as well as the alignment with national strategic priorities, legal, regulatory and institutional frameworks. The pre-feasibility study will provide details on the climate analysis, in particular looking at the available physical data that justifies climate change, according to GCF requirements. The study should include, *inter alia*, the following sections: the national climate change context, key findings and identification of problems, and recommendations for the programme. In addition, a detailed baseline analysis of the activities that are aligned with addressing the climate problem identified will be done. This will pave the way to performing a gap analysis on what is required and how the GCF can contribute to it, including by mobilizing co-financing. The pre-feasibility study should result in clear conclusions about the concept notes and provide recommendations which will inform and guide their further development and finalisation. Specific emphasis will be done to how investments can be mobilized and leveraged in a sustainable manner.

### 4. Final Concept Note

Based on conclusions and recommendations of the pre-feasibility study, update the concept note and finalise it for submission to the Green Climate Fund along with a request for the Project Preparation Facility (PPF). The concept note will be prepared in close cooperation with IUCN, national project partners and NDA.

Stakeholder consultations will be organised with support from IUCN. This includes necessary logistical support for

the preparation and organisation of consultation meetings.

### Expected deliverables and tentative timeframe

	Task	Deliverable	Tentative timeline
1	Preliminary Consultations	- Meeting minutes from consultation meetings with national partners and stakeholders - Inception report indicating key findings from the GCF projects mapping and conclusions from the consultation meetings	31 March
2	Draft Concept Note	- One draft concept note following the GCF Concept Note User's Guide and concept note template	29 April
3	Pre-feasibility Study	- One pre-feasibility study for the draft concept note assessing its relevance and soundness against national GCF priorities, the ADAPT project and IUCN NbS Global Standard	15 June
4	Final Concept Note	- Consolidated concept note ready for submission to the Green Climate Fund in support of a request for the Project Preparatory Facility	8 July

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the hydrological engineer consultant and the ADAPT project management team.

### Resources

Read more about the ADAPT project, guidelines and tools related to Nature-based Solutions and the Green Climate Fund:

1. [IUCN Global Standard for Nature-based Solutions](#)
2. [ADAPT project](#)
3. [Green Climate Fund project preparation](#)
4. [GCF Concept Note User's Guide](#)
5. [GCF Concept Note template](#)
6. [EU Green Deal](#)
7. [Green Agenda for the Western Balkans](#)

### Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to **30 September 2022**.

### Meetings and travel

The consultant may be requested to participate in a number of physical meetings and consultations for concept note and feasibility study development. This will require travel that will be subject to IUCN's travel policy and potential COVID-19 travel restrictions in place at the time of planned travel.

Where possible in-person meetings will be prioritised, but if these are not possible due to COVID-19 travel restrictions and measures, then virtual meetings and validations will take place.

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

## **Responsibilities and communication**

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

## **Pricing information**

The maximum available budget for this consultancy is estimated at **EUR 23,000**, excluding assignment-related travel costs. All costs i.e. accommodation, transport and subsistence costs will be reimbursed based on real costs incurred.

## **Experience and qualifications**

The consultancy is open to individuals and teams of experts, including both international and national experts, with the following expertise:

- Demonstrated expertise in project development with a particular focus on the Green Climate Fund.
- Proven knowledge of the principles and criteria of the IUCN Global Standard for Nature-based Solutions.
- Good understanding of global and regional policy for climate change and disaster risk reduction.
- Excellent analytical skills and a proven track record of preparing baseline assessments and feasibility studies.
- Experience in the Western Balkan region and a good understanding of regional and national priorities for climate change adaptation and disaster risk reduction.
- Demonstrated experience of working with state and local authorities, international organisations, research and academia, and CSO.
- Good networking and communications skills.
- English language proficiency.

### PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component. A weighting will be provided to each component as follows: Technical Weighting Factor 85%, Financial Weighting Factor 15%, with the total score a combination of these two percentages.

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

Evaluation criteria	Maximum attainable points
1. Experience of the expert in project development with a particular focus on the Green Climate Fund.	40
2. Quality of the project methodology and work plan.	30
3. Understanding of the regional Western Balkans context.	15
4. Price score.	15
<b>Total Score</b>	<b>100</b>

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

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

Where:

PS is the Price Score of the offer under evaluation;

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

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

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

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

## **PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS**

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

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

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

### ***4.1. Declaration***

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

### ***4.2. Technical information/Service Proposal***

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

- Executive summary of proposal
- Candidate's background, including CV
- List of similar projects within the last 5 years
- At least one relevant example demonstrating the expert's experience with hydrological engineering, nature-based solutions applied to the water management sector and/or disaster risk reduction, riverbanks and wetland restoration, ecological/ecosystem restoration.
- Project methodology, including a description of how the expert intends to undertake the delivery of tasks, providing justification of the approach
- Work plan
- Contact details of 3 referees, familiar with the proponent's experience

### ***4.3. Pricing information***

#### **Prices include all costs**

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

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

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

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

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



## **PART 5 – PROPOSED CONTRACT**

Below is the proposed Contract for the Nature-based solutions field expert in Albania. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

### **CONSULTANCY AGREEMENT** (the “**Agreement**”)

**between**

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

**and**

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

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

#### **PREAMBLE**

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

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

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

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

**Now therefore** the Parties agree as follows:

#### **1. SERVICES**

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

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

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

## 2. TERM

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

## 3. INDEPENDENT STATUS

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

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

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

## 4. OBLIGATIONS

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

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

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

## 5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

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

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

## **6. TRAVEL EXPENSES**

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

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

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

## **7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS**

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

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

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

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

## **8. CONFIDENTIALITY**

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

8.2 The Consultant shall:

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

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

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

## 9. PROPERTY OF RESULTS

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

## 10. INTELLECTUAL PROPERTY

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

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

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

## 11. LIABILITY

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

## 12 COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Details
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [name of IUCN Programme/Office] [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 FRAUD, CORRUPTION AND ETHICS**

13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at [http://cmsdata.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

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

### **14 TERMINATION**

#### **14.1 Termination for cause**

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

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

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

#### **14.2 Termination for lack of Donor funds**

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

#### **14.3 Termination for force majeure**

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

#### **14.4 Effects of Termination**

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

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

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

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

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

## 15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

## 16 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

**[full name of OTHER PARTY]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[Name of representative]**

**[Name of representative]**

**[Position of representative]**

**[Position of representative]**

## **PART 6 – DEFINITIONS**

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

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