



Request for Proposals (RfP) Ecology Consultant to support Tender dossier in North Macedonia

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

Issue Date: 10 February 2022

Closing Date and Time: 4 March 2022, 23:59 CET

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 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
<https://twitter.com/IUCN/>

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the individual consultancy of Ecology to support the realisation of a tender dossier in North Macedonia. 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	10 February 2022
RfP Closing Date and Time	4 March 2022, 23:59 CET
Estimated Contract Award Date	24 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, 28 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 4 March 2022 by email to: milica.radanovic@iucn.org. The subject heading of the email shall be [RfP – Ecology Consultant to support Tender dossier in North Macedonia - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

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

1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact.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

1.10. Validity of Proposals

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

1.11. Evaluation of Proposals

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

PART 2 – THE REQUIREMENT

Background information

Climate change is increasing the frequency, intensity and magnitude of disasters, leading to a higher number of casualties as well as property and economic losses. Nature can provide cost-effective, no-regret solutions, which help increase community resilience beyond their capacity to absorb and recover from a single disaster, such as a flood or drought. The Western Balkan economies are among the most vulnerable with respect to climate change impacts affecting numerous sectors and domains. Yet, the value derived from employing Nature-based Solutions in response to societal challenges remains underexplored and the application of approaches that integrate natural infrastructure remain insufficient and fragmented. 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.

ADAPT: Nature-based Solutions for resilient communities in the Western Balkans is a project funded by the Swedish International Development Cooperation Agency (Sida) and implemented by IUCN. It aims to increase ecosystem and community resilience to climate change and environmental degradation in the Western Balkans. This regional umbrella initiative works with the six Western Balkan economies, regional and local partners.

The project will be implemented through the following three strategies:

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

In North Macedonia, the ADAPT project focuses on knowledge generation and awareness-raising, planning and policy as well as the development of a **comprehensive tender dossier for a Nature-based Solution project**. The project works at multiple levels and involves government agencies, research institutions and civil society, which offers opportunities for knowledge exchange, wider capacity building and institutional strengthening as well as the potential for scaling up. The main institutional partners in North Macedonia are the Ministry of Environment and Physical Planning and the Crisis Management Center.

Country context and area of assignment

North Macedonia is a landlocked country situated in the central part of the Balkan peninsula. It is an area with diverse physical and geographical characteristics and a wealth of natural resources but in the same time it is exposed to the impact of various types of climate and human-induced hazards, such as floods, forest fires, droughts, earthquakes, landslides etc. Based on the analysis of major climate-induced disaster events that happened during the last three decades it can be seen that in North Macedonia floods are dominating the disaster risk profile, followed by extreme temperatures, wildfires, and earthquakes.

In support to this assignment the ADAPT Nature-based Solutions Field Expert and the key institutional partners in North Macedonia identified and analysed several macro locations in the southeast region of North Macedonia. The approach was to identify locations where Disaster Risk Reduction (DRR) and Climate Change Adaptation (CCA) interventions were implemented previously, the Eco-DRR approach was piloted, where essential capacities for implementation of activities exist already, key documents are adopted and there is a potential for replication and scaling up. Furthermore, the southeast region is one of the most exposed regions to the effects of climate change in the country. Results of this desk research and filed visits performed indicated the municipality of Radovich as a suitable location for further analysis.

Geo-physical, climatic and socio-economic conditions - Radovich Municipality

➤ **Location**, the municipality is located in the south-eastern part of the territory of the Republic of N. Macedonia, in the north-western part of the Radovich-Strumica valley, occupying a territory of 608 km² or 60,800 ha. According to the census performed in 2002, the population of the city of Radovich is 16,222 inhabitants, while in the municipality including the villages 28,244 inhabitants.

➤ **Relief**, the northern and north-western parts of the territory belong to the mountain Plachkovica, the southern and south-eastern part of Gradeshka mountain and part of Smrdesh (peak Krasta - 951 m). On the north-western part of the territory is the hilly part of the Jurukluk area, together with the Damjansko Pole basin, and on the southeast stretches the alluvial plain of Radovichka Reka with the part of the Radovich-Strumica valley between the villages Zleovo and Dukatino.

➤ **Hydrology**, the hydrographic characteristics of the area of the municipality of Radovich are similar to the characteristics of the southeastern part of the country, e.g. rivers, torrents, groundwater, springs, artificial reservoirs and the Topolnica tailings pond, within the Buchim mine. On the Radovich territory, the rivers belong to the river system of the Strumica and Bregalnica watersheds. The rivers in this area have great torrent potential and carry large amounts of water and material.

➤ **Forestry**, the total forestry area of the municipality of Radovich can be considered large with a total more than 21,000 ha. Large forest complexes are located around the Stara River and the Oraovichka River, where there are oak and beech coniferous forests that are present up to 1,400 meters above sea level. An important forest area is the Smilanska Reka watershed, together with Leva Reka and Sirava (oak forests). Forests are used primarily for timber, as well as the collection of forest products and herbs. Unfortunately, illegal logging is increasing every year and this territory belongs to the group of most endangered areas.

➤ **Agriculture**, the territory of Radovich has a total agricultural **land** of 11,798 ha, whether arable land has an area of 10,552 ha. Forests and pastures have the largest share in the area. A detailed section is given in the table below. From the crops in this area are grown: tobacco, corn wheat, horticultural crops, vineyards, orchards (apples, peaches, plums, walnuts, mandalas, cherries) and more.

➤ **Climate conditions**, the Municipality of Radovich has a temperate-continental climate, with the influence of the Mediterranean along the valley of the river Vardar, as well as a mountainous climate in the mountainous parts of the municipalities. The highest temperature is during summer with an average daily temperature of 23°C, while winters are the coldest period of the year with the lowest average temperature of 1.2°C. The average annual rainfall is estimated at 600 mm, with large variations and differences between the amount and intensity of rainfall in the lowland and mountainous parts of the region.

➤ **Socio-economic development** - In the municipality of Radovich, mining and construction, in addition to agriculture, are the main industries that provide employment. Important industrial facilities that operate in the municipality include the copper and gold mine Buchim and Goldmak, a factory for making gold jewelry. Other industrial facilities in the region include: a factory for tobacco processing, Jaka -Tabak, a pharmaceutical-cosmetic factory Jaka 80, a factory for the production of decorative fabrics - Decortes and others. From the smaller industrial facilities can be mentioned those in the construction field, textile plants, dairies, confectionery.

Hazard profile - Radovich Municipality

The area of the municipality of Radovich is characterized by a profile of hazards that is characteristic of both the region and the country i.e. floods, fires (wildfires), extreme weather events (storms, hail), droughts and other hazards such extreme temperatures, droughts, etc. Concrete examples include the disastrous events that occurred in the past, such as floods (June 2004, December 2008¹, February 2013, January 2015² or torrential floods from June 2018³), forest fires (2008, 2011 2012, 2013), or storms followed by hail that are characteristic to each summer season. Along with the deteriorating state of the environment and the increasing impact of climate change, it is expected that there will be a significant increase in the frequency, intensity and magnitude of these events, with more and more people being exposed to their effects.

Scope of work

IUCN is seeking a qualified Ecology consultant that will act as a team leader and that will provide technical support in identifying the site for a future Nature-based Solution project, define the NbS actions, measures that

¹ <https://www.youtube.com/watch?v=MzCUFHxWIsE>

² <https://tinyurl.com/2p9fuisu>

³ <https://www.youtube.com/watch?v=Y70nHP38VvE>

will be implemented on the ground and prepare a full tender dossier in this regard as per national and local requirements.

For achieving the results mentioned above the Consultant will carry out an **ecosystem and biodiversity analysis of the Municipality of Radovich and prepare a consolidated final report**. While both genetic and species biodiversity play a crucial role in the ecosystem approach and should be considered when planning an NbS intervention, the consultant is required to put a particular emphasis on ecosystem integrity, ecosystem processes and their functionalities along with land management practices, ownership models and changes in land-use. He/she should consider the whole landscape and the interactions among their ecosystems as well as human activities in the study area and not just the site specific or ecosystem unit alone.

The consultant is expected to work closely with the other Disaster Risk Reduction (DRR) consultant engaged on the tender dossier assignment in North Macedonia.

The main purpose of the future NbS intervention in the study area will be to regain ecological integrity and enhance human well-being in degraded landscapes through a variety of restoration actions. The NbS intervention will be based on the experience and knowledge of the consultant, cooperation with the DRR consultant and specifics of the location.

This consultancy will lead and coordinate two studies that will establish an ecological and DRR baseline in the **Radovich Municipality**, North Macedonia with the aim to restore and sustainably manage degraded lands by **identifying areas that are suitable for restoration** (prioritise areas particularly for mitigating floods and landslides, soil erosion control) **and recommend interventions** that are tailored to the needs of municipality, local communities, businesses, and land management actors. A key element of this consultancy, besides providing technical advice on ecology matters, as well as human-ecosystem interactions will be effective interdisciplinary coordination, namely working with the DRR expert. Necessary skills set and experience in this aspect is a prerequisite for the Ecology expert that will be the lead consultant (team leader role).

The Ecology consultant will actively work with the IUCN's ADAPT project management team, the Disaster Risk Reduction expert, technical personnel from the Ministry of Environment and Physical Planning and the Crisis Management Center to collect, analyze and present ecosystem, biodiversity related information keeping in mind the landscape scale context of restoration. Once degraded areas, priority/opportunity areas, and possible restoration interventions have been identified, the ecology consultant will compile all data in a final report with detailed recommendations for a future NbS project.

In order to ensure the adequate delivery of the ecosystem and biodiversity component of the tender dossier process, the Ecology consultant will carry out the following activities:

1. Participation in the inception/preparatory meeting. The meeting is critical for setting the stage for work on the **ecosystem and biodiversity analysis**. Its purpose is to gather all relevant stakeholders to the assessment, notably but not limited to the other DRR expert, national authorities, expert organisations, the Municipality of Radovich, CSOs, women-led groups, minority groups and private actors. During the workshop, each party present will inform about their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of this analysis. The consultant will submit ahead of the workshop a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final report.
2. **Finalisation of North Macedonia Scoping Study on Nature-based Solutions**, in close cooperation with the ADAPT PMT, and project beneficiaries i.e. Ministry of Environment and Physical Planning, the Consultant will proof read and update the existing study with focused biodiversity analysis.
3. **List of compulsory documentation needed for compiling a tender dossier**. Through research, analysis and consultation with competent authorities compile the full list of documentation needed for the tender dossier according to national and local law requirements, indicate who are the institutions delivering the necessary permits, or approvals and what is the procedure to obtain them.
4. **Assessment of the current state of the ecosystems and prevailing drivers of degradation** as a baseline for a future NbS field intervention. The baseline should include information on relevant international, national and local policy and institutional frameworks for nature conservation, national biodiversity strategies and action plans, existing data (meta and spatial) on species (with particular emphasis on threatened and endemic species), distribution and state of ecosystems, their boundaries and functions along with a conceptual model of the linkages between ecosystem components. The baseline should equally provide information on designated and planned protected areas and ecological networks, international designations, and culturally important species and sites. Moreover, the consultant is required to put particular emphasis on ecosystem integrity, ecosystem processes along with land management practices, ownership models and changes in land-use at landscape level as well

as on the ecosystem - human activities interactions in the study area and not just the site specific or ecosystem unit alone.

5. **Options for net improvements**, identify biodiversity and ecosystem conservation outcomes, options for net improvements and set targets for enhancing key biodiversity values and ecosystems processes and functionalities in relation to the identified NbS intervention.
6. **Livelihoods analysis**. Using shortlisted indicators and background information from literature review, present a brief overview of the socio-economic features of the study region in relation to land use practices and ecosystem services. The analysis should include basic information on the governance of natural resources, main sources of livelihoods for local communities and interlinkages between the state of ecosystems and their capacity to provide livelihoods for the local communities. Particular focus should be given to women and vulnerable groups. The DRR Consultant will equally provide a livelihoods analysis from a DRR perspective. It will be the responsibility of the Ecology Consultant to integrate all inputs into a joint report.
7. **Consolidated report with recommendations for one NbS field intervention**. Based on the results produced by the Disaster Risk Reduction Consultant and on the deliverables mentioned above, produce a final report, with detailed design recommendations for a Nature-based Solution field intervention, that will avoid, reduce and/or mitigate the risks identified in the DRA, in the municipality of Radovich.
8. **Tender dossier for one NbS field intervention**, building on task 3 and 7 compile a full tender dossier for 1 NbS field intervention in the Municipality of Radovich. For the completion of this task close consultation with the ADAPT PMT and project beneficiaries will be needed.
9. **Participation in the validation workshop**. The Consultant will present results from the state of biodiversity and ecosystems and drivers of degradation report along with options for net improvements. This will be done under the form of a power point presentation and advanced draft reports for the 5 deliverables mentioned above. After the validation workshop, all stakeholders input will be integrated into the final reports, they will be finalized and submitted to IUCN accordingly.

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

Expected deliverables and tentative timeframe

The key deliverables:

Deliverable	Tentative timeline
1. Participation in inception meeting	1 April 2022 (TBC)
2. Finalisation of North Macedonia Scoping Study on Nature-based Solutions	1 May 2022
3. List of compulsory documentation needed for compiling a tender dossier	20 April 2022
4. A state of biodiversity and ecosystems report including drivers of degradation	20 May 2022
5. Options for net improvements including targets for enhancing key biodiversity values and ecosystem functions	15 June 2022
6. Livelihoods Analysis	15 July 2022
7. Consolidated report with recommendations for one NbS field intervention	15 August 2022
8. Full tender dossier for one NbS field intervention	15 September 2022
9. Participation in validation workshop	TBC

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 biodiversity consultant and the ADAPT project management team.

Methodology: The ecosystem approach is a strategy for the integrated management of land, water and living resources that promotes conservation and sustainable use in an equitable way. Application of the ecosystem approach will help to reach a balance of the three objectives of the CBD Convention. It is based on the application of appropriate scientific methodologies focused on levels of biological organization which encompass the essential processes, functions and interactions among organisms and their environment. It recognizes that humans, with their cultural diversity, are an integral component of ecosystems.

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

Read more about the IUCN guidelines and tools:

1. [Conservation tools | IUCN](#)
2. [Ecosystem Approach \(cbd.int\)](#) and [Tools and Approaches \(cbd.int\)](#)
3. [Our work - Ecosystem Management | IUCN](#)
4. [Ecological restoration for protected areas: principles, guidelines and best practices | IUCN](#)
5. [Restoration Opportunities Assessment Methodology \(ROAM\) | IUCN](#)
6. See the animations of each phase as quick visual introductions (ROAM) - https://www.youtube.com/playlist?list=PLE_scKstDhz4N7dUVUR7EmYHyUdBJ9QXG
7. Gender-responsive restoration guidelines - <https://portals.iucn.org/library/node/46693>
8. Biodiversity guidelines for forest landscape restoration opportunities assessments - <https://portals.iucn.org/library/node/47713>
9. A Cost-Benefit Framework for Analysing Forest Landscape Restoration Decisions - <https://portals.iucn.org/library/sites/library/files/documents/2015-018.pdf>
10. The Restoration Diagnostic - https://www.wri.org/sites/default/files/WRI_Restoration_Diagnostic_0.pdf
11. Restoration Opportunities Optimization Tool (ROOT). <https://naturalcapitalproject.stanford.edu/software/root>
12. Examples of ROAMs - <https://infoflr.org/news-media/clear-roadmaps-land-restoration-25-countries>

Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to 31 October 2022.

Meetings and travel

The consultant will participate in a number of physical meetings and consultations for validating biodiversity outputs. This will require travel subject to IUCN's travel policy, and considering the current COVID situation. Where possible priority should be given to face to face meetings.

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

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

Responsibilities and communication

During the execution of the contract, the Consultant will ensure regular communication and exchange of findings with the ADAPT project staff, other external experts and the main project beneficiaries i.e. the Ministry of Environment and Physical Planning and the Crisis Management Center before the delivery of expected results. The Consultant shall ensure quality and timely delivery of the expected results and will inform of progress at every stage in the process.

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 16,000 **EUR**, excluding assignment-related travel costs, accommodation and subsistence costs.

PART 3 – THE EVALUATION MODEL

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

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

Evaluation criteria	Maximum attainable points
1. Qualifications of the expert in conservation biology, ecology, natural resource management and/or nature-based solutions as well as socio-economic analysis	40
2. Quality of the project methodology and work plan.	30
3. Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in North Macedonia and more widely the whole Western Balkan region.	15
4. Price score.	15
Total Score	100

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

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

where:

PS is the Price Score of the offer under evaluation;

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

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

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

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

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

4.1. Declaration

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

4.2. Technical information/Service Proposal

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

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

4.3. Pricing information

Prices include all costs

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

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

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

PART 5 – PROPOSED CONTRACT

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

CONSULTANCY AGREEMENT (the “Agreement”)

between

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

and

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

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

PREAMBLE

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

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

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

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

Now therefore the Parties agree as follows:

1. SERVICES

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

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

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

4. OBLIGATIONS

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

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

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

5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

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

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

6. TRAVEL EXPENSES

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

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

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

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

8. CONFIDENTIALITY

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

8.2 The Consultant shall:

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

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

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12 COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Details
[name] [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, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

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

14 TERMINATION

14.1 Termination for cause

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

14.4 Effects of Termination

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

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

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

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

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

15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

16 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

PART 6 – DEFINITIONS

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

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