Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS
1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

2. CONTACT DETAILS
2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

**IUCN Contact:**
Silvia Guizzardi
Programme Officer, Monitoring & Learning
28 rue Mauverney, CH-1196 Gland, Switzerland
Tel. +41 22 999 0262
Silvia.Guizzardi@iucn.org

3. PROCUREMENT TIMETABLE
3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 February 2022</td>
<td>Publication of the Request for Proposals</td>
</tr>
<tr>
<td>14 February 2022</td>
<td>Deadline for confirmation of intention to bid</td>
</tr>
<tr>
<td>21 February 2022</td>
<td>Deadline for submission of questions</td>
</tr>
<tr>
<td>28 February 2022</td>
<td>Planned publication of responses to questions</td>
</tr>
<tr>
<td>07 March 2022</td>
<td>Deadline for submission of proposals to IUCN (&quot;Submission Deadline&quot;)</td>
</tr>
<tr>
<td>14 March 2022</td>
<td>Final decision and offer made</td>
</tr>
<tr>
<td>18 March 2022</td>
<td>Planned date for contract award</td>
</tr>
</tbody>
</table>
3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement.

4. Completing and Submitting a Proposal

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [IUCN-22-02-P03950/P03988-1– bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

**IMPORTANT:** Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. Pre-Qualification Criteria

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

**Pre-Qualification Criteria**

1. 3 relevant references of clients similar to IUCN / similar work
2. Confirm that you have a minimum of ten years of experience in conducting baseline data collection studies
3. Confirm that you are based in Mozambique or Tanzania or that you have staff based in both or one of the two countries and able to travel to the other
4. Confirm English language fluency in both speaking and writing
5. Confirm that at least one team member is fluent in Portuguese and Kiswahili

4.4. Technical Proposal

The technical proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).
Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN’s discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN’s approval.

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance:

<table>
<thead>
<tr>
<th>Description</th>
<th>Information to provide</th>
<th>Relative weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant thematic experience</td>
<td>Applicants should describe relevant experience and expertise of the proposed team/individual against the thematic fields described in section 7 of the ToR as well as experience in Tanzania and/or Mozambique.</td>
<td>30%</td>
</tr>
<tr>
<td>Qualifications of the team/individual</td>
<td>Applicants should describe relevant past experiences and main competencies to demonstrate how they meet the technical requirements listed in section 7 of the TOR.</td>
<td>30%</td>
</tr>
<tr>
<td>Methodology and approach to delivery</td>
<td>Proposal shows a clear understanding of the objectives of the assignment and viable and sound approach and methodologies to deliver the identified deliverables on time and on budget. Applicants should include an initial work plan.</td>
<td>40%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

4.5. **Financial Proposal**

4.5.1. The maximum available budget for this external evaluation is 40,000 USD. Financial proposals shall consider this threshold.

4.5.2. The financial proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.3. **Prices include all costs**

Submitted rates and prices are deemed to include all costs, insurances, taxes (except VAT, see below), fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is
your responsibility to determine whether such taxes apply to your organisation and to include them in your financial offer.

Any eventual travel between and within Tanzania and Mozambique will be taken in charge by IUCN directly after approval. These eventual costs should not be included in the financial proposal.

4.5.4. Applicable Goods and Services Taxes

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

4.5.5. Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in USD.

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account in the evaluation.

4.7. Your proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. Withdrawals and Changes

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. EVALUATION OF PROPOSALS

5.1. Completeness

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

5.2. Pre-Qualification Criteria

Only proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. Technical Evaluation

5.3.1. Scoring Method

Your proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that ‘0’ is low and ‘10’ is high.

5.3.2. Minimum Quality Thresholds

Proposals that receive a score of ‘0’ for any of the criteria will not be considered further.

5.3.3. Technical Score

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your proposal’s overall technical score.

5.4. Financial Evaluation and Financial Scores

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.
Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of 80/100 = 80%

5.5. **Total Score**

Your proposal’s total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

- **Technical:** 80%
- **Financial:** 20%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of 83 * 80% + 77 * 20% = 66.4% + 15.4% = 81.8%.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN’s website and open to all interested parties to take part, subject to the conditions in Section 7 below.

6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.

6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.

6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

7. **CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.

7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN’s sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
7.2. In order to participate in this procurement, you must meet the following conditions:

- Free of conflicts of interest
- Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).

7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.

7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.

7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. IUCN follows the European Union’s General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years and make this available to internal and external auditors and donors as and when requested.

8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share
this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN’s template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

11. 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 1,000 staff with offices in more than 50 countries.

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

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous people 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/

12. ATTACHMENTS

Attachment 1 Specification of Requirements / Terms of Reference

Attachment 2 Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)

Attachment 3 Contract Template
Attachment 1
Terms of Reference
Baseline Data Collection Study for Sustain PRO and ECO in Tanzania and Mozambique

1. Introduction

The International Union for Conservation of Nature (IUCN), in partnership with African Wildlife Foundation (AWF) and SNV Netherlands Development Organization, is launching the implementation of two complementary programmes - SUSTAIN Pro and SUSTAIN Eco - which together aim at effectively contribute to climate change adaptation and mitigation enhancing resilience of economies, people and nature in targeted landscapes in Tanzania (SUSTAIN Pro, SUSTAIN Eco) and Mozambique (SUSTAIN Pro). SUSTAIN Pro and SUSTAIN Eco, together the SUSTAIN Initiative, are based upon the premise that Integrated Land Management (ILM) can play a critical role in halting biodiversity loss and reversing ecosystem degradation while contributing to sustainable and inclusive economic growth and equitable sharing of the benefits of ecosystems.

SUSTAIN Pro was recently approved for funding by the Norwegian Agency for Development Cooperation - NORAD - and has started its inception phase (January–June 2022). SUSTAIN Eco is currently undergoing the final stages of assessment for funding by the Swedish International Development Cooperation Agency - SIDA. As part of their inception phases, baseline data collection will be conducted for both projects to produce two distinct but complementary baseline reports.

Because of the complementarities and synergies between the two projects, IUCN is commissioning a consultancy to conduct both baseline assessments over the coming months ("the baseline study"). Ideally, the successful Service Provider (hereafter "the Consultant") should be a self-employed individual or a company/firm based in one of the two countries with the possibility to travel to the other country (if needed and allowed by the latest developments of COVID-19 pandemic); or, in the case of companies/firms, they can be based elsewhere but should have local staff based in both or one of the two countries and able to travel to the other country. The Consultant should be able to perform the tasks associated with the consultancy in both English, Kiswahili and Portuguese.

2. Background

The Sustainability and Inclusion Strategy for Growth Corridors in Africa (SUSTAIN-Africa) was an IUCN-led initiative implemented from 2014 to 2020 in the Southern Agriculture Growth Corridor of Tanzania (SAGCOT) and in the Zambezi Valley in Mozambique. As a partnership between IUCN, AWF (Kilometre, Tanzania), SNV (Sumbawanga, Tanzania) and ADPP (Mozambique), SUSTAIN combined joint action on the ground, consensus building among stakeholders, dialogue to define more inclusive and sustainable actions for growth, and policy framing to strengthen business approaches, institutions, rules, and implementation incentives. The first phase of SUSTAIN built the foundations for integrating water, land, ecosystem management and sustainable business practices in agricultural landscapes in Tanzania and Mozambique. SUSTAIN was conceived as a multi-year initiative focused on catalysing climate-resilient development that balances economic growth with ecosystem stewardship and social prosperity. Running from 2014 to 2020, a first phase of SUSTAIN established a solid foundation of partnerships with business, government agencies, local communities, farmer groups, and others in the landscapes to deliver on this vision. Building on these networks and the

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1 As explained throughout the document, this ToR refers to the execution of both baseline data collections for SUSTAIN Pro and SUSTAIN Eco. In the event of SUSTAIN Eco not being approved, the study will only cover SUSTAIN Pro. In such case the max budget will be 25,000 USD and the timeframe presented in section 6 would be adapted accordingly.
achievements of the initial phase, IUCN is spearheading the development of a second phase of SUSTAIN through two complementary programmes, SUSTAIN Pro and SUSTAIN Eco, both underpinned by equity and inclusion and striving to accelerate a shift from business-as-usual to development paradigms that build resilience in economies, people and nature.

SUSTAIN Productive Landscapes for Inclusive Growth (SUSTAIN Pro) aims for sustainable food systems and healthy productive landscapes in Mozambique and Tanzania, through: (i) upscaling solutions for sustainable agricultural production; (ii) restoring land health through multi-stakeholder partnerships, and; (iii) investing in sustainable and inclusive value chains to drive systemic change. The programme will be implemented in three targeted landscapes: two in the SAGCOT (Kilombero landscape and one additional landscape to be selected in the Ihemi Cluster) and one landscape to be selected in the Beira Agricultural Growth Corridor (BAGC) in Mozambique.

Summary of SUSTAIN Pro Goal, Outcomes and Components

<table>
<thead>
<tr>
<th>Goal</th>
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<tbody>
<tr>
<td><strong>Productive landscapes and sustainable food systems in Mozambique and Tanzania contribute to balance economic growth with land health and social prosperity.</strong></td>
<td></td>
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</tbody>
</table>

**Outcomes**

- **Outcome 1:** Solutions for sustainable agricultural production are scaled up
- **Outcome 2:** Land health restored using landscape partnerships
- **Outcome 3:** Investments in sustainable value chains accelerate the transition to sustainable food systems

**Land health** is key to achieving functional agricultural production systems in the long-term and a crucial element in striving for sustainable food systems and ultimately food security. It is also necessary for maintaining and enhancing agricultural productivity. The following aspects are needed for securing land health:

- **Reliable and sufficient water of appropriate quality:** agriculture is responsible for an estimated 70% of water withdrawals from aquifers, streams and lakes, and poorly managed and designed irrigation contribute to water wastage. Furthermore, ensuring sustainable water use and well-maintained and managed water infrastructure supports needed soil moisture.
- **Soil biodiversity:** the variety of life that exists within the soil, including bacteria, fungi, earthworms and termites, all crucial to land health and providing ecosystem services, but also vulnerable to extensive land use and pesticides.
- **Ecosystem resilience:** is about ensuring that ecological systems are able to cope with shocks and stresses as well as to sustain the transformations needed to adapt to climate change.

SUSTAIN Pro’s goal has three principal components:

1. **Growth at scale** – to break the vicious cycle of poverty and ecosystem loss inherent in current economic models, a stark departure from business-as-usual is necessary. For this to be possible, environmental and social considerations must be embedded into businesses and sectors with the highest green growth potential and coupled with replication and scale up of sustainable business models (especially low-emission alternatives).

2. **Land Health** – is key to achieving functional agricultural production systems in the long-term and a crucial element in striving for sustainable food systems and ultimately food security. It is also necessary for maintaining and enhancing agricultural productivity.

3. **Social Prosperity** – Local communities are key to ensuring pathways for growth that are sustainable and inclusive. Social prosperity encompasses community resilience to climate change, social inclusion as well as sustained and sustainable economic growth for local communities. Social prosperity is underpinned by land health.

SUSTAIN Ecosystem stewardship to balance sustainability and growth (SUSTAIN Eco) targets healthy ecosystems and prosperous communities in Tanzania through improved governance and

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2 The selection of the landscape in the Ihemi Cluster of SAGCOT (Tanzania) and the landscape in BAGC (Mozambique) will be finalised prior to the launch of the baseline study.

3 A landscape partnership is the entity that undertakes ILM, i.e. the collaborative, multi-stakeholder actions and processes that produce a sustainable landscape. The governance structure, size and scope, and number and type of stakeholders in these partnerships will vary depending on the context.
rights, sustainable management practices and by catalysing investment in the protection and restoration of biodiversity and ecosystems. It will be implemented in one landscape that overlaps with SUSTAIN Pro (Kilombero) as well as a separate SAGCOT landscape (Sumbawanga).

### Summary of SUSTAIN Eco Goal, Outcomes and Components

**Goal**  
*Ecosystem stewardship leads to healthy ecosystems, biodiversity conservation and prosperous communities in Tanzania*

**Outcomes**

- **Outcome 1:** Coordination strengthened amongst governance structures for sustainable and inclusive management of natural resources.
- **Outcome 2:** Integrated landscape management improves ecosystem health and generates inclusive business and livelihood opportunities, especially for women, youth and vulnerable groups.
- **Outcome 3:** Investment in the protection and restoration of ecosystems and their services strengthens climate resilience for people and ecosystems.

SUSTAIN Eco’s goal has three principal components:

1. **Ecosystem stewardship** – For growth to be possible in the long run, the services necessary for human well-being and thriving economies need to be secured and the ecosystems which underpin these services protected and enhanced. Ecosystem stewardship is engaging stakeholders to ensure that ecological systems are able to cope with shocks and stresses as well as to sustain the transformations needed to adapt to climate change whilst striving for social prosperity and growth at scale.

2. **Equitability** – Local communities are key to ensuring pathways for growth that are sustainable and inclusive. Equitability encompasses community resilience to climate change, social inclusion as well as sustained and sustainable economic growth for local communities, considering poverty in all its dimensions and focusing on leaving no one behind. Equitability also encompasses striving for gender balance and equity in public and private institutions responsible for land and water planning and management.

3. **Balanced sustainability and growth at scale** – to break the vicious cycle of poverty and ecosystem loss inherent in current economic models, a stark departure from business-as-usual is necessary. For this to be possible, environmental and social considerations must be embedded into businesses and sectors with the highest green growth potential and coupled with replication and scale up of sustainable business models (especially low-emission alternatives).

The draft SUSTAIN Initiative TOC is presented in Annex 1. Eco and Pro form the continuation of SUSTAIN-Africa building on its successes and learning from the challenges that were encountered during the first five years of the programme. Upon contract award, other key project documents for both SUSTAIN Eco and Pro will be provided to the Consultant, including the two project proposals and the two result frameworks.

### 3. Main Purpose and Objectives of the Baseline Study

The **main purpose** of the baseline study for SUSTAIN Eco and Sustain Pro is to generate baseline benchmarks that will enable tracking of performance indicators and provide an up-to-date, real picture – based upon collected qualitative and quantitative data - of the current socio-economic and ecological situation in targeted landscapes in Mozambique (SUSTAIN Pro) and Tanzania (SUSTAIN Eco and SUSTAIN Pro). In achieving its purpose, the baseline study will also meet the following specific objectives:

1. Produce two distinct but related baseline reports for SUSTAIN Eco and SUSTAIN Pro. The two reports will have common elements (e.g. Kilombero landscape profile) at the same time addressing the specific information needs of the two projects in their respective landscapes;
2. Contribute to the finalization of the indicators - which should be gender-sensitive when appropriate - in the two result frameworks as informed by the baseline study, with a view of:
   - Fine-tuning the final list of indicators in the two result frameworks to identify SMART indicators for the two projects and their relevance and applicability to each target landscape;
When possible, align indicators across the two Result Frameworks, particularly at the higher levels (outcomes and impact), to maximize synergies between and an effective use of resources for SUSTAIN Eco and SUSTAIN Pro MEL Systems, rationalise data collection and facilitate the way in which Eco and Pro can report on their distinct yet interrelated contributions to build sustainable resilience in economies, people and nature in targeted landscapes;

- Define indicators for which baseline values are needed and provide them, as well as identify indicators for which target values should be identified (and suggest target values for each landscape where applicable);

3. Document the methodology, sources of information and tools used to collect baseline data - differentiating by landscape when needed – to feed into the development of SUSTAIN Pro and Eco MEL plans, to allow for replication of data collection over time.

The baseline study and the two resulting reports will also inform the finalisation of SUSTAIN Eco and Pro joint ToC. Furthermore, the baseline study will also look at relevant issues affecting women, youth and other vulnerable groups - e.g. in terms of participation in land and natural resources governance, access and control to resources, income sources and decision making - thus providing essential information for the development of the joint SUSTAIN Eco and SUSTAIN Pro Gender and Youth Strategy, which is also an expected deliverable both projects’ inception phases.

4. Baseline Approach, Key Questions and Areas of Study

Key baseline Questions and Areas of Study. The baseline study is expected to gather a real picture of the current socio-economic and ecological situation to develop comprehensive profiles and generate baseline data for the four targeted landscapes in SUSTAIN Eco and SUSTAIN Pro.

The baseline study is expected to cover the following areas for each landscape:

1. Environmental and ecological profile;
2. Socio-economic profile of communities in the landscape, with a focus on poverty issues, rights and security, livelihood and business opportunities based upon the use of land and natural resources, food and water security, existing gender issues and conflicts over land and other natural resources;  
3. Current land and other natural resources governance structures and mechanisms – including inclusion and gender inequality issues in land governance, land rights and ownership;
4. Current land, water and other natural resources use and management practices, current agricultural and food production system practices – including gender inequalities in terms of access to extension services and/or to credit and financing lines;
5. Current practices in terms of conservation, protection and restoration of biodiversity and ecosystems - particularly for the two SUSTAIN Eco landscapes.

The table below provides more details of the five areas listed above and the type of information that the baseline study should focus on and collect. It also provides an overview of the draft indicators - or ideas for indicators - currently included in the SUSTAIN Eco and SUSTAIN Pro draft result frameworks. In conducting the baseline study and assessing the availability of data and data sources, the Consultant is expected to review the indicators (which should be gender sensitive, when applicable) in the two result frameworks, proposing more suitable and relevant indicators when and as necessary and providing baseline values for indicators that need them.

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4 For the two SUSTAIN Eco Landscape in Tanzania the Consultant should refer to and when relevant apply SIDA Poverty Toolbox, available here Poverty Toolbox | Sida
<table>
<thead>
<tr>
<th>Topic/area of focus for the baseline study</th>
<th>Examples of indicator ideas in draft Result Frameworks</th>
<th>Applicable to SUSTAIN Pro</th>
<th>Applicable to SUSTAIN Eco</th>
</tr>
</thead>
</table>
| **Environmental and ecological profile in targeted landscapes**, which should include:  
  - status of natural ecosystems and modified ecosystems (agricultural/food production ecosystems) and the interaction between them | • Status/trends in ecosystem degradation  
  • Status/trends in deforestation  
  • Status of soil health including soil carbon content, indicator of soil biodiversity  
  • Status of water flows/water issues | x | x |
| **Socio-economic profile** of local communities in targeted landscapes, with a focus on:  
  - Livelihood strategies and opportunities  
  - Food and water security  
  - Vulnerability to climate change  
  - Gender equality/gender issues  
  - Conflict over land and natural resources | • Average (annual) household income in targeted landscapes (disaggregated by gender and age of household headship)  
  • Indicators of food security: e.g. agricultural and food production (yield/ha; crop diversity)  
  • Proportion of agricultural area under productive and sustainable agriculture (SDG 2.4.1)  
  • Incidence/prevalence of natural resource conflicts (on water, human-wildlife, land use/tenure…) – incidence/frequency etc | | x |
| **Current land and other natural resources governance structures and mechanisms** in targeted landscapes, including:  
  - Extent of integration, of governance structures for natural resources (land, water, forests) - between village authorities and district councils and/or between the district councils and the relevant ministries  
  - Participation and role of women and youth in governance and decision making  
  - Land tenure profile, land tenure rights (by gender) | • # and type of governance structure for land, water and other natural resources / including level of integration local to national  
  • # of natural resource governance mechanisms – e.g. water user associations, catchment committees, village environmental committees, land use management committees, farmer groups in which women, youth and vulnerable group representatives have leadership roles  
  • # of women in leadership roles in supported natural resource governance mechanism  
  • # and type of landscape level management/development plans  
  • Area (ha) and Percentage (%) of targeted landscape with formalized land tenure rights.  
  • # men/women with secured land tenure and other rights (CCRO Tanzania and DUAT in Mozambique) | x | |
<table>
<thead>
<tr>
<th>Current land, water and other natural resources’ use and management practices, with a focus on agricultural practices, food systems and natural resources planning and management practices and by looking at any gender-related inequality, including:</th>
<th>Ha and/or proportion of land in targeted landscapes under sustainable agricultural practices/ sustainable land use, management and conservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Profile of Forest and Farm Producer Organisations (FFPO), cooperatives, agro-businesses and other producers’ organisations and practices, approaches used</td>
<td></td>
</tr>
<tr>
<td>• Individuals – men/women - and producer organisations’ awareness, understanding and knowledge of suitable agricultural practices</td>
<td></td>
</tr>
<tr>
<td>• Availability and accessibility – for men and women - of public and private extension services - and their capacity of such services to promote sustainable agricultural solutions</td>
<td></td>
</tr>
<tr>
<td>• Availability and access to credit lines, financial and investment opportunities for agriculture and food production - for men and women</td>
<td></td>
</tr>
<tr>
<td>• Profile of value chains for key commodities</td>
<td></td>
</tr>
<tr>
<td>• Ha of land restored/under restoration</td>
<td></td>
</tr>
<tr>
<td>• # of Forest and Farm Producer Organisations (FFPO), cooperative and agro-businesses adopting best practices and solutions for integrated governance and sustainable agricultural production</td>
<td></td>
</tr>
<tr>
<td>• # of individuals (m/f) with capacities to implement and promote identified solutions for sustainable agriculture</td>
<td></td>
</tr>
<tr>
<td>• # of public and private extension service providers capacitated to promote sustainable and productive agricultural solutions</td>
<td></td>
</tr>
<tr>
<td>• Number and types of financial mechanisms, regulations and investment schemes that promote/incentivize agro-ecological approaches and products</td>
<td></td>
</tr>
<tr>
<td>• # of agribusiness entities adopting agro-ecological approaches and practices and/or setting targets on land health</td>
<td></td>
</tr>
<tr>
<td>• # agribusiness and financial institutions including sustainability Key Performance Indicators (KPI) in annual reporting</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current practices in terms of conservation, protection and restoration of biodiversity and ecosystems in targeted landscapes, including:</th>
<th>Ha and percentage of land in targeted landscapes under sustainable land use, management and conservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Current conservation and regeneration practices for land, water ad forests / including agroforestry practices for the management of community forests and wildlife corridors</td>
<td></td>
</tr>
<tr>
<td>• Current actors involved in and measures/mechanisms for the conservation and protection of natural ecosystems and biodiversity</td>
<td></td>
</tr>
<tr>
<td>• Current measures to prevent and address bushfires/vulnerability to bushfires</td>
<td></td>
</tr>
<tr>
<td>• Degree of and approach to implementation, enforcement, compliance with and monitoring of land use, biodiversity and environmental-related laws and regulations – including at village level</td>
<td></td>
</tr>
<tr>
<td>• Current approaches to biodiversity monitoring</td>
<td></td>
</tr>
<tr>
<td>• Current funding opportunities/volume of funding for Forest and Landscape Restoration, biodiversity conservation and low carbon projects</td>
<td></td>
</tr>
<tr>
<td>• Ha of community forest and wildlife corridors managed through promoted solutions for long-term protection and conservation</td>
<td></td>
</tr>
<tr>
<td>• # village/local land use plans that integrate biodiversity considerations</td>
<td></td>
</tr>
<tr>
<td>• # catchment management plans</td>
<td></td>
</tr>
<tr>
<td>• Volume of investment leveraged for Forest and Landscape Restoration, biodiversity conservation and low carbon projects</td>
<td></td>
</tr>
<tr>
<td>• # and types of sustainable financing mechanisms available for conservation and restoration of ecosystems and their services</td>
<td></td>
</tr>
<tr>
<td>• # VLUMs, VNRCs and WUAs implementing village by-laws</td>
<td></td>
</tr>
<tr>
<td>• # community law enforcement and compliance monitoring teams</td>
<td></td>
</tr>
</tbody>
</table>
Baseline approach. Throughout the Consultancy, the Consultant will work closely with the IUCN Tanzania M&E Officer as well as the Regional Monitoring and Evaluation Manager and the Global Monitoring and Learning Officer - who will be supporting monitoring, evaluation and learning aspects of both SUSTAIN Eco and SUSTAIN Pro. He will also engage and support with other Managers, Officers and other key staff in IUCN and partners working on the SUSTAIN Initiative.

Prior to the launch of the Baseline Study, the IUCN Tanzania M&E Officer will lead a pre-baseline scoping study of available data and information (including from SUSTAIN previous phases) on the socio-economic and ecological situations in targeted landscapes as well as to review and update the two projects’ Result frameworks and their indicators. This will lead to the development of a pre-baseline inception report to inform the roll out of the baseline study as well as updated results frameworks for Pro and Eco that will be provided to the Consultant upon contract award -therefore providing an updated version of the indicator list provided in the table above.

Baseline information and data collection methods should include:

1. Documents review, including all relevant documents provided to the Consultant by IUCN and other SUSTAIN Eco and SUSTAIN Pro partners as well as other documents identified and obtained by the Consultant and deemed relevant for conducting the baseline study;
2. Gathering and analysis of secondary data and metrics;
3. Key informant interviews (ensuring a balanced gender perspective);
4. Field visits to conduct interviews and surveys with representatives of FFPOs, cooperatives, businesses, extension service providers and communities in the 4 targeted landscapes.

It will be fundamental to ensure the fair representation of all stakeholder groups - including women, youth and other relevant groups – across all data collection methods. At the time of writing this ToR it is assumed that field visits to the 4 targeted landscapes in Tanzania and Mozambique will be possible – however this is dependent on the development of the COVID-19 pandemic in the two countries, related regulations and travel restrictions, as well as the security situation in Mozambique. Should the field visits take place as envisaged, the Consultant will be accompanied by the IUCN Regional Gender Officer, who will be coordinating the Gender and Youth Assessment for the Sustain Initiative, thus promoting synergies and coordination between the two studies.

5. Key deliverables

The Consultant will be accountable for producing the following deliverables

1. An overall baseline data collection plan containing:
   a. Anticipated timeline for data collection and analysis,
   b. List of key informants, draft business survey and list of documents to be reviewed
   c. Suggested outlines for the 2 reports to be agreed with IUCN.
2. 2 draft baseline reports, including initial recommendations for the finalisation of the indicators for each project Results Framework. Each report should include general individual landscape profiles for each targeted landscape;
3. 2 Final baseline data reports (disaggregated by sex, where applicable);
4. 2 sessions – one for SUSTAIN Pro and one for SUSTAIN Eco partners - to present key findings of the baseline study at explain implications for the two projects results frameworks and indicators;
5. An indicator and data collection manual for SUSTAN Pro and SUSTAIN Eco, including baselines values, suggested targets when relevant, detailed data sources and names and

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5 In the baseline report for SUSTAIN Pro, the profile for the Landscape in Mozambique should be available in Portuguese. The Consultant and IUCN will agree whether the profile should be written directly in Portuguese or in English and later translate.
affiliations of key informants, means of verification data collection tools for indicators assessed during the baseline study, to allow replication over time.

As the timing of the inception phases of SUSTAIN Pro and SUSTAIN Pro do not fully overlap, with ECO’s starting slighting later, the expected deadline for the delivery of the products above will be adjusted accordingly, as explained below.

6. Baseline study timeframe

It is expected that the Consultancy will be conducted over a period of approximately 6 months, starting in **Mid-March, 2022** and finishing in **Mid-September, 2022**.

<table>
<thead>
<tr>
<th>Milestone/Deliverable</th>
<th>Joint Pro/Eco milestone or deliverable</th>
<th>Pro milestone or deliverable</th>
<th>Eco milestone or deliverable</th>
<th>Indicative Completion Date</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruitment of the baseline study Consultant</td>
<td>x</td>
<td></td>
<td></td>
<td>18/03/2022</td>
<td>IUCN</td>
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<tr>
<td>Expected contract start date</td>
<td>x</td>
<td></td>
<td></td>
<td>21/03/2022</td>
<td>IUCN, the Consultant</td>
</tr>
<tr>
<td>Baseline data collection plan for Pro and Eco</td>
<td>x</td>
<td></td>
<td></td>
<td>04/04/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Comment on data collection plan</td>
<td>x</td>
<td></td>
<td></td>
<td>11/04/2022</td>
<td>All Eco and Pro partners</td>
</tr>
<tr>
<td>Remote data collection and analysis (priority to SUSTAIN Pro information needs)</td>
<td>x</td>
<td></td>
<td></td>
<td>22/04/2022</td>
<td>The Consultant</td>
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<tr>
<td>Field visits for SUSTAIN Pro Landscapes</td>
<td>x</td>
<td></td>
<td></td>
<td>06/05/2022</td>
<td>The Consultant</td>
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<tr>
<td>Draft Report SUSTAIN Pro</td>
<td>x</td>
<td></td>
<td></td>
<td>20/05/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Comment on Draft Report SUSTAIN Pro</td>
<td>x</td>
<td></td>
<td></td>
<td>27/05/2022</td>
<td>All Pro partners</td>
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<tr>
<td>Final Report SUSTAIN Pro</td>
<td>x</td>
<td></td>
<td></td>
<td>10/06/2022</td>
<td>The Consultant</td>
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<tr>
<td>Interpretative data session SUSTAIN Pro</td>
<td>x</td>
<td></td>
<td></td>
<td>Week of June 13, 2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Indicator and data collection manual with a focus on SUSTAIN Pro</td>
<td>x</td>
<td></td>
<td></td>
<td>01/07/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Updates to Baseline data collection plan and remote data collection and analysis for Sustain ECO</td>
<td>x</td>
<td></td>
<td></td>
<td>15/07/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Field visits for Sumbawanga Landscape, Tanzania</td>
<td>x</td>
<td></td>
<td></td>
<td>29/07/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Draft Report SUSTAIN Eco</td>
<td>x</td>
<td></td>
<td></td>
<td>12/08/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Comment on Draft Report SUSTAIN Eco</td>
<td>x</td>
<td></td>
<td></td>
<td>19/08/2022</td>
<td>All Eco partners</td>
</tr>
<tr>
<td>Final Report SUSTAIN Eco</td>
<td>x</td>
<td></td>
<td></td>
<td>02/09/2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Interpretative data session SUSTAIN Eco</td>
<td>x</td>
<td></td>
<td></td>
<td>Week of September 05, 2022</td>
<td>The Consultant</td>
</tr>
<tr>
<td>Update indicator and data collection manual to include SUSTAIN Eco Indicators</td>
<td>x</td>
<td></td>
<td></td>
<td>16/09/2022</td>
<td>The Consultant</td>
</tr>
</tbody>
</table>
7. Qualifications of the Review Team

IUCN requires a person or a team of individuals (“The Consultant”) with experience in conducting baseline data collection studies and with extensive expertise and knowledge in at least one of the following fields: natural resources governance; ecosystem restoration; land management; agriculture and food production; natural-resource management, social and economic development; policy-making, climate change adaptation and mitigation, gender issues or a combination thereof. Expertise and previous experience in both Tanzania and Mozambique are also expected.

It is required that the Consultant will be a self-employed individual or a company/firm based in one of the two countries with the possibility to travel to the other country (if needed and allowed by the latest developments of COVID-19 pandemic); or, in the case of companies/firms, they can be based elsewhere but should have local staff based in both or one of the two countries and able to travel to the other country to meet the requirement. The Consultant should be able to perform the tasks associated with the consultancy in both English, Kiswahili and Portuguese. The Consultant should therefore meet the following technical requirements:

4. Advanced university degree in agriculture, natural-resource management, social and economic development;
5. At least ten years of relevant experience in supporting, designing, planning and/or conducting baseline studies and/or mid-terms reviews or evaluations; with demonstrated quantitative and qualitative data collection and analysis skills;
6. English language fluency in both speaking and writing;
7. At least one team member must be fluent in Portuguese and in Kiswahili.

Women are strongly encouraged to apply. The successful candidate will be selected based on merit.

8. Budget

The maximum available budget for this review is USD 40,000$6. This does not include travel costs between and within Tanzania and Mozambique for field visits that will be taken in charge by IUCN directly after approval. These eventual costs should not be included in the financial proposal. The evaluator(s) shall be paid upon completion of the following milestones:

- 40% upon signing of the contract
- 30% after the approval of the SUSTAIN Pro Baseline Report
- 30% after the approval of the SUSTAIN Eco Baseline Report

9. Submission and applications

IUCN welcomes applications from Organisations and/or individual Consultants (“the Consultant”). Submissions should include:

1. A technical proposal illustrating the proposed approach and methodology to conduct the baseline study and meet its objectives as well an overview of the proposed timeline. The technical proposal should demonstrate why the Consultant is the most suitable for the assignment;
2. A financial proposal, which should include a detailed budget description that demonstrates that the assignment will be done within the budget envelope;
3. Personal CV of the lead Consultant, indicating all relevant past experiences and main competencies; CVs of any other person to be involved in the baseline should also be submitted

Interested candidates, who meet the above-mentioned criteria, may submit their proposal following the instructions detailed in section 4 of the Request for Proposals (RfP).

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6 Please refer to footnote above. The payment schedule would also be adjusted accordingly.
Annex 1
Sustain Initiative - Theory of change (ToC)

SUSTAIN is based on the premise that learning and employing the right types of financial and technical incentives for integrated landscape management (ILM) and the delivery of nature-based solutions (NbS) on the ground, effectively contribute to climate change adaptation and mitigation enhancing resilience of economies, people and nature. SUSTAIN’s vision is that ILM can play a critical role in halting biodiversity loss and reversing ecosystem degradation while contributing to sustainable and inclusive economic growth and equitable sharing of the benefits of ecosystems. SUSTAIN will be implemented through two complementary programmes: SUSTAIN Productive Landscapes for Inclusive Growth (SUSTAIN Pro) and SUSTAIN Ecosystem stewardship to balance sustainability and growth (SUSTAIN Eco), both underpinned by equity and inclusion and striving to accelerate a shift from business-as-usual to climate resilient development. While SUSTAIN Pro focuses on the transition to sustainable production systems, Eco emphasizes the protection and restoration of ecosystems. Both then contribute to integrated planning and management at the landscape level as well as building integration between governance processes at different levels.

To deliver this vision, SUSTAIN will achieve the following outcomes:

- Enhanced sustainable and inclusive governance and management of natural resources;
- Integrated landscape management is implemented and innovative nature-based solutions are scaled up to generate inclusive and sustainable business and livelihood opportunities, restoring land health; and
- Innovative and inclusive investment in healthy ecosystem, sustainable agribusinesses and value chains is catalysed.

SUSTAIN must overcome several barriers in order to deliver these outcomes and bring about the needed change. Barriers include: Weak governance of natural resources, uncoordinated planning and landscape management, knowledge and capacity gaps in public and private institutions (including information on socio-economic, environmental and health benefits of transitioning to sustainable agriculture practices and scaling up nature-based solutions), finance and market failures linked to reliance on traditional (unsustainable) agricultural growth strategies, inequitable sharing of benefits from ecosystems, increasing vulnerability to and inability to mitigate and adapt to climate change.

To achieve the expected outcomes, SUSTAIN advocates a strategy with three pathways taken in parallel:

<table>
<thead>
<tr>
<th>Pathways</th>
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<tbody>
<tr>
<td>Enable inclusive governance, equity and rights</td>
</tr>
<tr>
<td>Implement and scale up sustainable agriculture and innovative nature-based solutions</td>
</tr>
<tr>
<td>Catalyse investment</td>
</tr>
</tbody>
</table>

The flow, in brief

For each of these pathways, SUSTAIN identified a set of connected outputs and outcomes that will contribute to delivering the theory of change. Improved land health monitoring and biodiversity data generated through the initiative will inform the delivery of these pathways.

Pathway: Enable inclusive governance, equity and rights

In order to increase coherence in regulatory and policy frameworks and strengthen institutional coordination across sectors, from local to national levels and vice versa, it is envisioned that policy and decision-makers will better understand the benefits of integrated and inclusive governance processes to address systemic natural resource management challenges. Policy and decision-makers
will see how ILM can address gaps, and progressively prioritize ILM in the government’s agenda. Through targeted information on the socio-economic and environmental cost/benefits, awareness raising and identification of local champions, landscape actors and key stakeholders, especially women, youth and vulnerable groups, will be better equipped to engage with policymakers to influence both local and national governance processes. Multi-stakeholder platforms will ensure sound coordination across sectors and at different scales so that all stakeholders are active participants in promoting integrated landscape planning and natural resource management.

**Pathway: Implement and scale up sustainable agriculture and innovative nature-based solutions**

To upscale sustainable agriculture and nature-based solutions, technical and operational capacity gaps will be assessed and result in the development and promotion of specific training/tools/support mechanisms at both national and landscape levels. As a result, local stakeholders will improve their understanding and knowledge on NbS and will be better positioned to transition to sustainable and climate-smart agriculture and livelihood opportunities that meet recognised and agreed standards. Technical institutions and extension services will also be better equipped to support local communities to implement and monitor actions on the ground. Through the development of innovative knowledge sharing mechanisms, best practices will be shared and contribute to upscaling and the institutionalization of land health monitoring systems.

**Pathway: Catalyse investment**

Landscape level investments are needed to accelerate the transition to growth paradigms that are sustainable and inclusive. This means investments that help shifting from businesses and value chains that result in ecosystem degradation to those that place sustainability and healthy ecosystems at their core, it also means channelling additional resources to ecosystem management and restoration. Currently, mobilization of financial resources for ILM and NbS is insufficient due to limited capacity to both develop bankable projects and to assess and value NbS projects. As such, the capacity of economic actors needs to be enhanced to develop business plans and models where NbS makes economic sense and is a viable investment.

As the uptake of ILM and NbS by landscape actors increases due to their strengthened technical capacity and an enabling policy environment, availability of sound business models will also increase, which will lead to growing financial support from public, private and blended sources. In turn, this will spur allocation of more resources towards NbS from public, corporate ESG and impact risk financiers.

**Assumptions**

The pathways are underpinned by four underlying assumptions that will need to be proven in order for the changes to take place as expected.

- Stakeholders from key businesses and sectors are able and willing to identify, implement and scale up successful approaches and strategies that incentivise investment in integrated land and water management and NbS and result in opportunities for sustainable land use, income generation and healthy ecosystems.
- Local and national policy- and decision-makers remain committed to pursuing integrated and inclusive landscape governance and management and to balance trade-offs at different levels.
- Market conditions – including prices and demands – and other enabling conditions are in place and stable enough to support the development and scaling up of bankable NbS and investments in innovative solutions.
- Co-investment leverages the additional resources (human, technical, financial) needed for systemic and sustainable change within and beyond the intervention landscapes.
OPTION A - COMPANY

DECLARATION in relation to RfP IUCN-22-02-P03950/P03988-1

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the “Organisation”): _______________________

Registered Address (incl. country): _______________________________________

Year of Registration:________________________________________

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.

2. The Organisation is fully compliant with all its tax and social security obligations.

3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.

4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.

5. None of the Organisation’s staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.

6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.

7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.

10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.

11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples’ rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

__________________________________________________________________________

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >
OPTION B - SELF-EMPLOYED

DECLARATION in relation to RfP IUCN-22-02-P03950/P03988-1

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization’s (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

____________________
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IUCN: Request for Proposals Page 4 of 41
Attachment 3
Contract template
“Baseline Data Collection Study for the SUSTAIN Initiative in Tanzania and Mozambique”

A. TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

<table>
<thead>
<tr>
<th>CONTRACT REFERENCE NUMBER</th>
<th>PROJECT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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

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

i. 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], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).
1.2 The Consultant will assign [name of the person(s) and title(s)] (the “Key Personnel”), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

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

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

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 [currency/amount in numbers (amount spelled out in letters)] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

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

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

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the Agreement end date whichever is later.

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

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

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

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

6. TRAVEL EXPENSES

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

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

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

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

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

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide 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 and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, 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:

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
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<td>[title]</td>
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<td>[name of IUCN Programme/Office]</td>
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<td>[phone]</td>
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<td>[email]</td>
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</tbody>
</table>
12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13. ETHICS, FRAUD AND CORRUPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERMINATION

16.1 Termination for cause

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

i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

ii. defaults in carrying out any of its obligations under this Agreement;

iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN’s Anti-fraud Policy (hereafter referred to as a “Fraud”);

iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

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

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

16.4 Effects of Termination

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

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

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

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

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.
17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________    Date: __________________________
ii. ANNEXES

[please list all annexes named in the Agreement]
B. TEMPLATE CONSULTANCY AGREEMENT (for SELF EMPLOYED)

<table>
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<th>CONTRACT REFERENCE NUMBER</th>
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<td>PROJECT NUMBER</td>
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<td>AWARD NUMBER</td>
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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

[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. 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.

1.3 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

4.1 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.

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, accident or a case of Force Majeure as described under clause 16.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

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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 presentation of the corresponding invoice; and
5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the contract 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.

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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 (such as but not limited to contributions to the social security system) 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 a certificate of insurance evidencing such coverage.

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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 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.

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8.3.1 not disclose to third parties (including news and social 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.

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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 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

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

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
</tr>
<tr>
<td>[title]</td>
<td>[title]</td>
</tr>
<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[name of IUCN Programme/Office]</td>
</tr>
<tr>
<td>[address]</td>
<td>[address]</td>
</tr>
<tr>
<td>[phone]</td>
<td>[phone]</td>
</tr>
<tr>
<td>[email]</td>
<td>[email]</td>
</tr>
</tbody>
</table>

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](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 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. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

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 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");

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 clause 16.3.
16.4 Effects of Termination

In the event of termination under this clause, 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 article 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN’s request:

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________
Date: __________________________

[Name of representative]
[Name of representative]

[Position of representative]
[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]