Request for Proposals

Development of a GEF One-Step MSP project document

IUCN Forest and Grassland Team – North America Regional Office
RfP Reference: IUCN P04708 – SCOPE PF

Issue date: November 27, 2023
Closing date: December 11, 2023

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

Summary:
IUCN, the contracting entity, is soliciting offers from bidders to submit proposals for the preparation of a GEF One-Step MSP project document. An outline of the results framework, with the broad allocation of roles across the Executing Agencies, has been pre-reviewed by the GEF Secretariat. IUCN has already drafted a portion of the necessary text for the project document. There is therefore a strong starting point for this work. The consultant will fill in the gaps and will further develop, fine tune and package the content in consultation with and using inputs from the Implementing Agency and Executing Agencies.

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: Pragyan Pokhrel
pragyan.pohkrel@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>November 27, 2023</td>
<td>Publication of the Request for Proposals</td>
</tr>
<tr>
<td>December 4, 2023</td>
<td>Deadline for submission of questions</td>
</tr>
<tr>
<td>December 11, 2023</td>
<td><strong>Deadline for submission of proposals to IUCN</strong></td>
</tr>
<tr>
<td>December 14, 2023</td>
<td>Clarification of proposals</td>
</tr>
<tr>
<td>December 19, 2023</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 [RfP Reference – bidder name]. The bidder’s 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. 2 relevant references of clients similar to IUCN / similar work
2. Confirmation that you have all the necessary legal registrations to perform the work
3. Statement of your annual turnover for each of the past 3 years
4. Number of employees your organisation has who are qualified for this work
5. Confirmation that your organisation has formal policies and/or procedures for the following: - Procurement, - Code of conduct, - Accounting report

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>Methodology and Workplan</td>
<td>Detailing of methodology and workplan in the proposal submitted</td>
<td>20%</td>
</tr>
<tr>
<td>Experience with conservation, particularly of forests</td>
<td>2 CVs and write-up in the proposal related to experience</td>
<td>15%</td>
</tr>
<tr>
<td>Experience with GEF</td>
<td>CVs and write-up in the proposal</td>
<td>25%</td>
</tr>
<tr>
<td>Experience in crafting descriptions of tangible activities and outcomes</td>
<td>CVs and write-up in the proposal</td>
<td>20%</td>
</tr>
<tr>
<td>Experience in reconciling different perspectives and arriving at fair compromise language</td>
<td>CVs and write-up in the proposal</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

**4.5. Financial Proposal**

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

4.5.2. 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.

4.5.3. Applicable Goods and Services Taxes Proposal rates and prices shall be exclusive of Value Added Tax.

4.5.4. Currency of proposed rates and prices All rates and prices submitted by Proposers shall be in USD.

4.5.5. Breakdown of rates and prices

For information only, the price needs to be broken down in categories such as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Team leader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Expert 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Expert 2</td>
<td></td>
<td></td>
<td></td>
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<td>4</td>
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<td></td>
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<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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. CONSULTANCY REQUIREMENTS

The following expertise is expected to be available between the experts who will compose the team:

- At least 5 years of proven experience leading the design and approval of GEF and/or GCF project documents in at least 3 countries
- Graduate or Post Graduate degree in Natural Resources Management
- Fluency and excellent writing and analysis skills in English
- Proven expertise in Biodiversity Conservation, Forest Landscape Restoration and/or Sustainable Forest Management
- Familiarity with forestry legislation and experience with stakeholder dialogue, institutional processes and engagement of civil society organizations
- Experience in gender analysis and designing gender-responsive action plan in shared natural resources context
- Excellent interpersonal, negotiation and networking skills
- Proven ability to work under pressure and deliver results on time and on budget.

6. TOTAL SCORE AND SELECTION OF BIDDER

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

**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.

7. COST

The maximum available budget for this GEF One Step MSP Project Document is **USD 30,000**. The evaluator(s) shall be paid upon completion of the following milestones:

- ✓ 30% upon signing of the contract
- ✓ 30% after presentation of the draft report
- ✓ 40% after the approval of the final report

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 after the end of the resulting contract 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 peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

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

https://twitter.com/IUCN/

12. ATTACHMENTS

Attachment 1: 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
1. Introduction

This is the Terms of Reference (ToR) for an International Firm/Consultant, to prepare a GEF One-Step MSP project document. An outline of the results framework, with the broad allocation of roles across the Executing Agencies, has been pre-reviewed by the GEF Secretariat. IUCN has already drafted a portion of the necessary text for the project document. There is therefore a strong starting point for this work. The consultant will fill in the gaps and will further develop, fine tune and package the content in consultation with and using inputs from the Implementing Agency and Executing Agencies.

One of the four modalities through which the GEF provides funding with different proposal submittal and approval processes, includes: Medium-sized Project (MSP): GEF Project Financing of less than USD 2 million. The approval process of the GEF MSP, specifically the one-step MSP, is streamlined. IUCN has been identified as the GEF Implementing Agency and has elected the one-step process to develop MSP proposal for the project entitled: **SCOPE: Strengthening Conservation of Primary Forests through Partnership Enhancement and Coordination of Support**.

The One-Step process does not require a PIF. The process is as follows:

i. The Agency prepares a MSP Approval Request at the request of and in consultation with relevant country institutions and other relevant partners. The respective GEF Operational Focal Point endorses the MSP Approval Request. The Agency submits the MSP Approval Request to the Secretariat for review on a rolling basis. The Agency may request a Project Preparation Grant (PPG) at the time of MSP Approval Request submission. The CEO decides whether to approve such PPG.

ii. The Secretariat reviews the MSP Approval Request taking into consideration the relevant GEF strategies, policies, and guidelines, including provisions set forth in a review sheet. If a MSP Approval Request does not meet the conditions for approval, the Secretariat either rejects it or requests additional information.

iii. Following receipt of the Secretariat's comments, the Agency responds to any comments and submits a revised MSP Approval Request, if necessary. The Secretariat provides further comments if in its view the Agency's response to the set of issues identified by the Secretariat is not adequate.

iv. Once the Secretariat determines that the project proposal meets the conditions for approval, the CEO decides whether to approve the MSP.

v. After CEO Approval, the Agency approves the project following its own internal procedures and begins project implementation. The Secretariat GEF Project and Program Cycle Policy (OP/PL/01) 9 posts the approved project documents on the GEF website in a manner that protects information received in confidence.

vi. For any Major Amendments after CEO Approval of the MSP, the Agency resubmits an amended MSP Approval Request for CEO re-approval.

2. Background

The UN Forum on Forests (UNFF), as part of the International Arrangement on Forests, has set ambitious global goals through the UN Strategic Plan for Forests 2017-2030 (UNSPF) and the creation of the Global Forest Finance Facilitation Network (GFFFN). Given the irreplaceable roles of primary forests in carbon storage and sequestration, biodiversity, hydrological and other ecosystem services (livelihoods support), protection and conservation of these forests are fundamental for achieving the GFGs and implementing the UNSPF. This project aims to foster enhanced conservation of primary forests as an important means to achieve the GFGs. Currently, there is insufficient recognition, understanding of the benefits that primary forests provide, and insufficient conservation of primary forests globally. This oversight poses a significant threat to our climate, biodiversity, and sustainable development goals. In addition, this lack of
understanding and integration of the values and benefits of primary forests in forest financing strategies, national budgets and global policy agendas has led to their inadequate prioritization, contributing to ongoing deforestation and loss of these vital ecosystems. The lack of coordination and information-sharing mechanisms has also hindered donor engagement and mobilization of financial resources for primary forests conservation, resulting in a funding gap that hampers effective conservation efforts.

The project will support the Executing Agencies in elevating the importance of primary forests in global discourse and helping its member countries to provide conditions for strategically channeling investments to good projects and monitoring progress.

The project also aims to facilitate and stimulate financing for primary forest conservation by establishing robust donor-recipient dialogue and coordination mechanisms and providing information on financing opportunities. Through capacity development and information sharing, the project will raise the visibility of primary forests among stakeholders, policymakers, and the public, transforming their perception and ensuring their inclusion in forest financing strategies, conservation initiatives, and the global policy agenda. The project seeks to enhance the work of the GFFFN, promoting advocacy and supporting countries in developing forest finance strategies that prioritize intact primary forests. This transformative approach will strengthen financing mechanisms, foster innovative approaches, and mobilize resources towards the conservation of primary forests.

The project also aligns with the mandate of the Collaborative Partnership on Forests (CPF) in supporting the work of the UNFF and provides technical and scientific advice on issues of importance for forests and in enhancing coordination on global forestry issues among relevant international forest related organizations and entities. It is also aligned with the principles guiding the GEF’s engagement with Indigenous Peoples.

The project executing agencies are: UNFF, FAO, Wild Heritage, Griffiths University and IUCN.

3. Consultancy Objective

The objective of this consultancy is to design and deliver a fully developed MSP approval request that is in line with the approval GEF-8 Program Framework Document (PFD), and is in line with national priorities, IUCN’s comparative advantages and GEF-8 programming directions.

Please note that an outline of a results framework, already reviewed by the GEF Secretariat, provides the starting point but requires further refinement and development.

Also note the connections and opportunities for synergies and cross-learning between this MSP and the GEF8 IPs for Critical Forest Ecosystems, which should inform and be reflected in this project document.

The consultant will formally report to Carole Saint-Laurent, Head, Forest and Grassland Team, IUCN. Furthermore, the consultant will work closely with a designated representative of each of the Executing Agencies.

4. Required tasks

The consultant will:

- Organize an inception meeting with IUCN and the Executing Agencies outlining the process, including:
  - Presentation of the consultant’s planned methodology
  - Plans for ongoing consultations
  - Roles of each agency in providing inputs
  - Formats for those inputs
  - Timelines
The consultant will:

1. Author and draft the IUCN-GEF SCOPE-PF Project Document in the form of an MSP Approval Request with all of the requisite sections and content
2. Ensure adequate analysis of existing documents, consultations and additional studies if needed, to elaborate on the:
   - Theory of change / logical flow
   - Baseline projects and programs and related co-financing;
   - Barriers preventing the realization of the long-term solution
   - Component design
   - Realistic outputs to be achieved and included in the results matrix;
   - Detailed budget (including co-financing from each Executing Agency)
   - Gender mainstreaming and gender sensitive progress indicators;
   - Incremental/ additionality logic for the GEF investment
   - Elaborated project framework and practical project design elements (what will be done by whom when and where with necessary technical detail)
   - Innovative aspects of the project
   - Sustainability and potentials for upscaling and replication
   - Compliance with IUCN’s Environmental and Social Management Framework
   - Global environmental benefits
   - Implementation and execution arrangements
   - Monitoring and evaluation plan
   - Exit strategy
   - Results based work plan and budget that is in conformation with IUCN’s standard practice
   - Other standard requirements of IUCN-GEF projects

5. Expected Outputs and Deliverables

The expected outputs are:

<table>
<thead>
<tr>
<th>Date</th>
<th>Output Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 5, 2024</td>
<td>First draft of results framework with inputs from Agencies, along with activities, outputs and budget estimates</td>
</tr>
<tr>
<td>January 21, 2024</td>
<td>Completed IUCN-GEF SCOPE-PF Project Document in the form of an MSP Approval Request</td>
</tr>
</tbody>
</table>

6. Schedule

Table 1. Activities, Deliverables, Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Indicative completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory message</td>
<td><strong>Introductory message</strong> to introduce team members and review process, timelines and deliverables</td>
<td>Within 1 week of signing the service agreement</td>
</tr>
<tr>
<td>Desk review of all relevant project documents</td>
<td><strong>Questions to agencies, if any</strong></td>
<td>Within 1 week of signing the service agreement</td>
</tr>
<tr>
<td>Host an Inception workshop or series of consultations (virtual) (recognizing</td>
<td><strong>Brief Inception Report</strong></td>
<td>Within 10 business days of the signing of the agreement</td>
</tr>
<tr>
<td>Task</td>
<td>Document/Comments</td>
<td>Date</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Drafting of key elements of the project document:</td>
<td>Draft of key elements of the project document</td>
<td>January 5, 2024</td>
</tr>
<tr>
<td>Results Framework, Activities, Outputs, Budgets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IUCN, Executing Agencies review of draft key elements</td>
<td>IUCN and EA comments on the draft key elements</td>
<td>January 10, 2024</td>
</tr>
<tr>
<td>Revise and complete MSP project document incorporating comments</td>
<td>Final draft of MSP project approval request</td>
<td>January 21, 2024</td>
</tr>
</tbody>
</table>
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 reasonably 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>
DECLARATION in relation to RfP <insert RfP reference>

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, including Personal Data as defined by the European Union’s General Data Protection Regulation (GDPR). I acknowledge that IUCN is required to retain my 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 reasonably 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.

<Date and Signature>
CONSULTANCY AGREEMENT
(the “Agreement”)
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** – not applicable

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.
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, sublicensable 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>
</tr>
</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](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](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](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 to 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]