Assessing the Impact of Waste from Fishing, Aquaculture, and Processing Activities on Aquatic Ecosystems in Project Provinces and Proposing Mitigation Measures

Viet Nam Country Office, Mekong Delta Coastal Habitat Conservation Project
RfP Reference: IUCN-24-08-DR03979-48

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: Andrew Wyatt, Chief of Party, Andrew.WYATT@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>7 August 2024</td>
<td>Publication of the Request for Proposals</td>
</tr>
<tr>
<td>13 August 2024</td>
<td>Deadline for submission of questions</td>
</tr>
<tr>
<td>16 August 2024</td>
<td>Planned publication of responses to questions</td>
</tr>
<tr>
<td>23 August 2024</td>
<td>Deadline for submission of Proposals to IUCN (&quot;Submission Deadline&quot;)</td>
</tr>
<tr>
<td>26 August 2024</td>
<td>Clarification of Proposals</td>
</tr>
<tr>
<td>29 August 2024</td>
<td>Planned date for contract award</td>
</tr>
<tr>
<td>31 August 2024</td>
<td>Expected contract start date</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 Vietnamese and summary 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 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. Bidders who bid for both lots need to
submit the pre-qualification information only once.

   Pre-Qualification Criteria
   (1) Has 3 relevant references of clients similar to IUCN or completed similar work
   (2) Firms and organizations bidders should verify that they have all necessary legal
       registrations and certifications to to perform the work

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>1 Technical Approach and Methodology Understanding of the ToR, rationale, and Proposed concepts and methods</td>
<td>Critical review of the project objectives and the</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td><strong>Terms of Reference (TOR):</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Description in adequate detail of how the Consultant intends to approach the assignment, the methodology for preparing the deliverables and a justification for the approach described.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Activity Work Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Work plan setting out the activities and tasks identified in the Technical Approach by week and/or month for the duration of the assignment, and showing timing and duration of inputs by subcontractors, if any are used</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Personnel Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Short summary of the Consultant’s academic qualifications and professional experience relevant to the assignment (maximum 2 pages). Short summary of the relevant qualifications and professional experience of any subcontractors who will be engaged by the Consultant (maximum 2 pages per subcontractor). CVs of the Consultant and the subcontractor(s) (if any).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Past Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evidence of similar assignments undertaken by the Consultant within the last 5 years (maximum 5 pages). Contact details of 3 referees familiar with the Consultant’s experience relevant to the assignment.</td>
</tr>
</tbody>
</table>

| TOTAL | 100% |

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 Proposal.

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 [VND].

4.5.5. Breakdown of rates and prices

All expenditures associated with this service will be managed by the selected service provider.

For information only, the price needs to be broken down 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</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
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</tbody>
</table>

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered 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: 70% | Financial: 30% |

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of 83 * 70% + 77 * 30% = 58.1% + 23.1% = 81.2%.

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 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of 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 subcontractors, 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 more than one joint venture 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 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 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
ĐÁNH GIÁ TÁC ĐỘNG CỦA CHẤT THẢI TỪ CÁC HOẠT ĐỘNG THỦY SẢN KHAI THÁC, NUÔI TRỒNG, CHẾ BIỆN ĐẾN HỆ SINH THÁI THỦY SINH TẠI CÁC TỈNH DỰ ÁN VÀ ĐỀ XUẤT GIẢI PHÁP GIẢM THIỂU TÁC ĐỘNG

Văn phòng Quốc gia Việt Nam, Dự án Bảo vệ Hệ sinh thái ven biên vùng Đồng bằng sông Cửu Long
Mã số tham khảo RfP: IUCN-24-08-DR03979-48

Chào mừng bạn đến với chương trình Mời cung cấp dịch vụ tư vấn của IUCN. Bạn được mời nộp Đề xuất cung cấp dịch vụ tư vấn. Vui lòng đọc kỹ thông tin và hướng dẫn vì việc không tuân thủ các hướng dẫn có thể khiến Đề xuất của bạn bị loại.

1. YÊU CẦU
1.1. Bạn có thể tìm thấy mô tả chi tiết về các dịch vụ/và/hoặc hàng hóa được cung cấp trong Tài liệu đính kèm 1.

2. CHI TIẾT LIÊN HỆ
2.1. Trong quá trình gọi thầu cung cấp dịch vụ này, tức là từ khi xuất bản Thư mời nộp Đề xuất (RfP) đến khi ký hợp đồng, bạn không được thảo luận về việc dự thầu với bất kỳ nhân viên hoặc đại diện nào của IUCN ngoại người liên hệ được chỉ định. Bạn phải trao đổi để giải quyết tất cả các câu hỏi và thắc mắc với người liên hệ được chỉ định, bao gồm cả Đề xuất của bạn.

Người liên hệ của IUCN: Andrew Wyatt, Trưởng dự án, Andrew.WYATT@iucn.org

3. LỊCH TRÌNH THỰC HIỆN
3.1. Thời gian biểu này mang tính chất tham khảo và có thể được IUCN thay đổi bất kỳ lúc nào. Nếu IUCN quyết định rằng cần phải thay đổi bất kỳ thời hạn nào, chúng tôi sẽ thông báo thông tin này trên trang web của chúng tôi và liên hệ trực tiếp với bạn nếu bạn đã gửi Hồ sơ đề xuất (xem Phần 3.2).

<table>
<thead>
<tr>
<th>NGÀY</th>
<th>HOẠT ĐỘNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 tháng 8 năm 2024</td>
<td>Công bố Thư mời nộp đề xuất</td>
</tr>
<tr>
<td>13 tháng 8 năm 2024</td>
<td>Hạn chót đặt câu hỏi</td>
</tr>
<tr>
<td>16 tháng 8 năm 2024</td>
<td>Dự kiến phân phối các câu hỏi</td>
</tr>
<tr>
<td>23 tháng 8 năm 2024</td>
<td>Thoi hạn nộp Hồ sơ Đề xuất cho IUCN (&quot;Hạn chót nộp Đề xuất&quot;)</td>
</tr>
<tr>
<td>26 tháng 8 năm 2024</td>
<td>Làm rõ các Hồ sơ đề xuất</td>
</tr>
<tr>
<td>29 tháng 8 năm 2024</td>
<td>Ngày dự kiến trao hợp đồng</td>
</tr>
<tr>
<td>31 tháng 8 năm 2024</td>
<td>Ngày bắt đầu hợp đồng dự kiến</td>
</tr>
</tbody>
</table>
3.2. Vui lòng gửi email cho người liên hệ của IUCN để bày tỏ sự quan tâm của bạn đến việc gửi Đề xuất trước thời hạn nêu trên. Điều này sẽ giúp IUCN cập nhật cho bạn thông tin về gói thầu dịch vụ tư vấn.

4. HOÀN THÀNH VÀ NỘP ĐỀ XUẤT

4.1. Đề xuất của bạn phải bao gồm bốn tài liệu riêng biệt sau:
   - Tuyên bố cam kết đã ký (xem Bản đính kèm 2)
   - Thông tin sơ tuyển (xem Phần 4.3 bên dưới)
   - Đề xuất kỹ thuật (xem Phần 4.4 bên dưới)
   - Đề xuất tài chính (xem Phần 4.5 bên dưới)

   Đề xuất phải được lập bằng tiếng Việt và tóm tắt bằng tiếng Anh.

4.2. Đề xuất của bạn phải được gửi qua email tới Người liên hệ của IUCN (xem Phần 2). Tiêu đề của email sẽ là [Mã số RfP – tên nhà thầu]. Tên nhà thầu là tên của công ty/tổ chức mà bạn thay mặt nộp Đề xuất hoặc của chính bạn nếu bạn đấu thầu với tư cách là tư vấn độc lập. Đề xuất của bạn phải được gửi ở định dạng PDF. Bạn không gửi Đề xuất của mình bằng các công cụ chia sẻ tệp hoặc đám mây.


4.3. Tiêu chí sơ tuyển

   IUCN sẽ sử dụng các Tiêu chí sơ tuyển sau đây để xác định xem bạn có đủ năng lực cung cấp hàng hóa và/hoặc dịch vụ cần thiết cho IUCN hay không. Vui lòng cung cấp thông tin cần thiết trong một tài liệu riêng biệt. Các nhà thầu đấu thầu nhiều hơn hai gói chỉ cần nộp thông tin sơ tuyển một lần.

   Tiêu chí sơ tuyển:
   (1) Đã từng thực hiện 03 gói công việc với khách hàng giống như IUCN hoặc đã hoàn thành công việc tương tự
   (2) Các công ty và tổ chức tham gia đấu thầu có tất cả các đăng ký và chứng nhận pháp lý cần thiết để thực hiện công việc

4.4. Đề xuất kỹ thuật

   Đề xuất Kỹ thuật phải giải quyết từng tiêu chí được nêu dưới đây một cách rõ ràng và riêng biệt, thích hợp và sẽ thu hút tiêu chí liên quan (cột bên trái).

   Các đề xuất ở bất kỳ hình thức nào khác sẽ làm tăng đáng kể thời gian đánh giá và do đó các Đề xuất đó có thể bị từ chối theo quyết định riêng của IUCN.

   Trường hợp yêu cầu CV phải là của những cá nhân sẽ thực sự thực hiện công việc được chỉ định. Những cá nhân ban đầu ra chỉ có thể được thay thế khi có sự chấp thuận của IUCN.

   IUCN sẽ đánh giá Đề xuất kỹ thuật theo từng tiêu chí sau và đảm quan trọng tương đối của chúng:
4.5. Đề xuất tài chính

4.5.1. Đề xuất tài chính phải là mức giá cố định và chắc chắn cho việc cung cấp toàn bộ hàng hóa/dịch vụ được nêu trong RfP.

4.5.2. Giá đã bao gồm mọi chi phí

Tổng giá và giá đã gửi được cung cấp là bao gồm tất cả các chi phí, bảo hiểm, thuế (trừ VAT, xem bên dưới), phí, chi phí, trách nhiệm pháp lý, nghĩa vụ, rủi ro và những thứ khác cần thiết để thực hiện Điều khoản tham chiếu hoặc Đặc tả yêu cầu. IUCN sẽ không chấp nhận các khoản phí vượt quá mức được nêu rõ trong Đề xuất tài chính. Điều này bao gồm thuế khấu trừ hiện hành và tương tự. Bạn có trách nhiệm xác định xem các loại
thuế đó có áp dụng cho tổ chức của mình hay không và đưa chúng vào Đề xuất tài chính của bạn.

4.5.3. **Thuế hàng hóa và dịch vụ áp dụng**

Mức và giá đề xuất chưa bao gồm thuế giá trị gia tăng.

4.5.4. **Tỷ giá và giá đề xuất**

Tất cả mức giá và giá do Nhà thầu gửi sẽ được tính bằng tiền Việt Nam Đồng hoặc quy đổi ra Viet Nam Đồng.

4.5.5. **Phân tích tỷ lệ và giá cả**

Mỗi chi phí liên quan đến dịch vụ này sẽ do nhà cung cấp dịch vụ được lựa chọn quản lý.

Chỉ mang tính chất tham khảo, giá cần được chia nhỏ như sau:

<table>
<thead>
<tr>
<th>Miêu tả</th>
<th>Số lượng</th>
<th>Đơn giá</th>
<th>Tổng giá</th>
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<tr>
<td><strong>TỔNG CỘNG</strong></td>
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</table>

4.6. Những thông tin bổ sung không được IUCN yêu cầu sẽ không được đưa vào Đề xuất của bạn và sẽ không được xem xét trong quá trình đánh giá.

4.7. Đề xuất của bạn phải còn hiệu lực và có khả năng được IUCN chấp nhận trong khoảng thời gian 90 ngày sau thời hạn nộp Hồ sơ.

4.8. **Rút và thay đổi Hồ sơ đề xuất**

Bạn có thể tự do rút lại hoặc thay đổi Đề xuất của mình bất cứ lúc nào trước thời hạn nộp Hồ sơ bằng cách thông báo bằng văn bản cho Người liên hệ của IUCN. Tuy nhiên, để giảm nguy cơ gian lận, chúng tôi sẽ không chấp nhận thay đổi hoặc rút lui sau thời hạn nộp hồ sơ.

5. **ĐÁNH GIÁ ĐỀ XUẤT**

5.1. **Tính đầy đủ**

IUCN trước tiên sẽ kiểm tra tính đầy đủ của Đề xuất của bạn. Các đề xuất không đầy đủ sẽ không được xem xét thêm.

5.2. **Tiêu chí sơ tuyển**

Chỉ những Đề xuất đáp ứng tất cả các tiêu chí sơ tuyển mới được đánh giá.

5.3. **Đánh giá kỹ thuật**

5.3.1. **Phương pháp chấm điểm**

Đề xuất của bạn sẽ được chấm điểm từ 0 đến 10 cho từng tiêu chí đánh giá về mặt kỹ thuật, trong đó '0' là thấp và '10' là cao.

5.3.2. **Ngưỡng chất lượng tối thiểu**

Các đề xuất nhận được điểm '0' cho bất kỳ tiêu chí nào sẽ không được xem xét thêm.

5.3.3. **Diểm kỹ thuật**

Diểm của bạn cho mỗi tiêu chí đánh giá về mặt kỹ thuật sẽ được nhận với trọng số tương ứng (xem Phần 4.4) và các điểm có trọng số này được cộng lại với nhau để cho ra điểm kỹ thuật tổng thể cho Đề xuất của bạn.
5.4. **Đánh giá tài chính và điểm tài chính**

Việc đánh giá tài chính sẽ dựa trên tổng giá mà bạn gửi. Đề xuất tài chính của bạn sẽ nhận được điểm được tính bằng cách chia Đề xuất tài chính thấp nhất đã vượt qua ngưỡng chất lượng tối thiểu (xem Phần 5.3.2) cho tổng giá Đề xuất tài chính của bạn.

Do đó, ví dụ: nếu Đề xuất tài chính của bạn có tổng trị giá là 100 CHF và Đề xuất tài chính thấp nhất là 80 CHF, bạn sẽ nhận được điểm tài chính là 80/100 = 80%

5.5. **Tổng số điểm**

Tổng điểm của Đề xuất sẽ được tính bằng tổng trọng số của điểm kỹ thuật và điểm tài chính của bạn.

Trọng số tương đối sẽ là:

| Kỹ thuật: | 70% |
| Tài chính: | 30% |

Do đó, ví dụ: nếu điểm kỹ thuật của bạn là 83% và điểm tài chính của bạn là 77%, bạn sẽ nhận được tổng số điểm là 83 * 70% + 77 * 30% = 58,1% + 23,1% = 81,2%.

Theo các yêu cầu tại Mục 4 và 7, IUCN sẽ trao hợp đồng cho nhà thầu có Đề xuất đạt tổng điểm cao nhất.

6. **GIẢI THÍCH QUY TRÌNH GỌI THẦU**

6.1. IUCN đang sử dụng Thủ tục mở cho hoạt động Mời đề xuất này. Điều này có nghĩa là cơ hội kỹ hợp đồng được công bố trên trang web của IUCN và dành cho tất cả các bên quan tâm tham gia, tuân theo các điều kiện trong Mục 7 bên dưới.


6.3. Tất cả các Đề xuất phải được nhận trước thời hạn nộp trong Phần 3.1 ở trên. Đề xuất muộn sẽ không được xem xét. Tất cả các Đề xuất nhận được trước thời hạn nộp sẽ được đánh giá bởi một nhóm đánh giá theo các tiêu chí đánh giá được nêu trong Thư mời đề xuất này. Không có tiêu chí nào khác sẽ được sử dụng để đánh giá Đề xuất. Hợp đồng sẽ được trao cho nhà thầu có Đề xuất nhận được Tổng Điểm cao nhất. Tuy nhiên, IUCN có quyền hủy bỏ việc Kỹ hợp đồng và không trao hợp đồng cho bên nào.

6.4. IUCN sẽ liên hệ với nhà thầu có Đề xuất có điểm cao nhất để hoàn thiện hợp đồng. Chúng tôi sẽ liên hệ với các nhà thầu không thành công sau khi hợp đồng được trao và cung cấp phần hồ sơ thiết. Thời gian biểu trong Phần 3.1 dựa ra việc thực hiện thỏa thuận để kiện hoàn thành việc trao hợp đồng, nhưng ngày này có thể thay đổi tùy thuộc vào thời gian đánh giá Đề xuất.

7. **ĐIỀU KIỆN THAM GIA GỐI THẦU NÀY**

7.1. Để tham gia gói thầu này, bạn phải gửi Đề xuất tuân thủ đầy đủ các hướng dẫn trong Đề xuất này và các Tài liệu đính kèm.

7.1.1. Bạn có trách nhiệm đảm bảo rằng bạn đã gửi Đề xuất đầy đủ và tuân thủ đúng quy định.

7.1.2. Bất kỳ Đề xuất nào không đáp ứng được yêu cầu đề xuất này và tuân thủ đúng quy định.

7.1.3. IUCN sẽ truy vấn bất kỳ lỗi nào trong Đề xuất của bạn và có thể, theo quyết định riêng của IUCN, và có thể cho phép bạn sửa những lỗi này, nhưng chỉ khi việc làm đó không bị coi là mang lại cho bạn lợi thế không công bằng.

7.2. Để tham gia Đề xuất dịch vụ này, bạn phải đáp ứng các điều kiện sau:

-Không có xung đột lợi ích
• Đã đăng ký hoạt động trên sổ đăng ký nghề nghiệp hoặc thuong mai có liên quan của quốc gia nơi bạn thành lập (hoặc cụ thể, nếu tự kinh doanh)
• Tuân thủ đầy đủ các nghĩa vụ của bạn liên quan đến việc thanh toán các khoản đóng góp an sinh xã hội và tất cả các loại thuế hiện hành
• Chưa bị kết án việc không tuân thủ các yêu cầu pháp lý về môi trường hoặc các yêu cầu pháp lý khác liên quan đến tính bền vững và bảo vệ môi trường
• Không bị phá sản hoặc sắp bị phá sản
• Chưa bao giờ phạm tội liên quan đến hành vi chuyển mòn của bạn
• Không liên quan đến gian lận, tham nhũng, tổ chức tội phạm, rửa tiền, không báo hoặc bất kỳ hoạt động bất hợp pháp nào khác.

7.3. Bạn phải điền và ký vào Tuyên bố Cam kết (xem Tài liệu đính kèm 2).

7.4. Nếu bạn đang tham gia gói thầu này với tư cách là thành viên của một liên doanh hoặc đang sử dụng các nhà thầu phụ, hãy gửi Tuyên bố cam kết riêng cho từng thành viên của liên doanh và nhà thầu phụ, đồng thời nếu rõ trong Đề xuất của bạn những phần nào của hàng hóa/dịch vụ được cung cấp bởi từng tác hoặc nhà thầu phụ.

7.5. Mỗi nhà thầu chỉ được nộp một Đề xuất, với tư cách cá nhân hoặc với tư cách là đối tác trong liên danh. Trong trường hợp liên danh, một công ty không được phép tham gia vào hai liên danh khác nhau trong cùng một gói thầu và một công ty không được phép thay mặt mình đưa ra một phần của liên danh nộp Đề xuất cho cùng một gói thầu. Nhà thầu nộp hoặc tham gia nhiều hơn một Đề xuất (không phải với tư cách là nhà thầu phụ hoặc trong trường hợp các lựa chọn thay thế đã được cho phép hoặc được yêu cầu) sẽ bị loại tất cả các Đề xuất của bạn.

7.6. Bằng cách tham gia mua sắm này, bạn chấp nhận các điều kiện được nêu trong Thư mời đề xuất này, bao gồm những điều sau:
• Không thể chấp nhận việc tăng hoặc đề nghị bất kỳ món quà hoặc sự đền đáp nào cho nhân viên hoặc đại diện khác của IUCN như một phần thưởng hoặc sự xúi giục liên quan đến việc trao hợp đồng. Hành động như vậy sẽ mang lại cho IUCN quyền loại bạn khỏi hoạt động mua sắm này và mọi hoạt động mua sắm trong tương lai, cũng như chấm dứt bất kỳ hợp đồng nào bạn có thể đã ký với bạn.
• Mọi nỗ lực lấy thông tin từ nhân viên hoặc đại diện khác của IUCN liên quan đến nhà thầu khác sẽ dẫn đến việc bị loại.
• Bất kỳ hành vi ăn định giá hoặc thông đồng nào với các nhà thầu khác liên quan đến hoạt động mua sắm này sẽ mang lại cho IUCN quyền loại bạn và bất kỳ nhà thầu có liên quan nào khác hoạt động mua sắm này cũng như bất kỳ hoạt động mua sắm nào trong tương lai và có thể cấu thành tội hình sự.

8. BẢO MẬT VÀ BẢO VỆ DỮ LIỆU

8.1. IUCN tuân theo Quy định bảo vệ dữ liệu chung của Liên minh Châu Âu (GDPR). Thông tin bạn gửi cho IUCN như một phần của gói thầu này sẽ được coi là bí mật và chỉ được chia sẻ khi cần thiết để đánh giá Đề xuất của bạn theo quy trình được giải thích trong Thư mời Đề xuất và để duy trì quy trình kiểm tra rõ ràng. Vi mục đích kiểm toán, IUCN phải lưu giữ toàn bộ Đề xuất của bạn trong 10 năm sau khi kết thúc hợp đồng và cung cấp bạn cho các kiểm toán viên nội bộ và bên ngoài cung như các nhà tài trợ khi được yêu cầu.

8.2. Trong Tuyên bố cam kết (Tài liệu đính kèm 2), bạn cần cấp cho IUCN quyền rõ ràng để sử dụng thông tin bạn gửi, bao gồm cả dữ liệu cá nhân là một phần trong Đề xuất của bạn. Khi bạn đưa dữ liệu cá nhân của nhân viên (ví dụ: CV) vào Đề xuất của mình, bạn cần phải có sự cho phép bằng văn bản của những cá nhân đó để chia sẻ thông tin này với IUCN và để IUCN sử dụng thông tin này như được nêu trong 8.1. Nếu không có những quyền này, IUCN sẽ không thể xem xét Đề xuất của bạn.
9. **THỦ TỤC KHIẾU NẠI**

Nếu bạn có khiếu nại hoặc quan ngại về tính phù hợp của quy trình cạnh tranh đang hoặc đã được thực hiện như thế nào, vui lòng liên hệ với shopping@iucn.org. Những khiếu nại hoặc quan ngại như vậy sẽ được coi là bí mật và không bị coi là vi phạm các hạn chế liên lạc nếu trên (Phần 2.1).

10. **HỢP ĐỒNG**

Hợp đồng sẽ dựa trên mẫu của IUCN trong Bản đính kèm 3, các điều khoản trong đó không thể thay đổi. Tuy nhiên, chúng có thể được IUCN sửa đổi để phản ánh các yêu cầu cụ thể từ nhà tài trợ tài trợ cho hoạt động mua sắm cụ thể này.

11. **GIỚI THIỆU VỀ IUCN**

IUCN là một Liên minh thành viên duy nhất bao gồm cả chính phủ và các tổ chức xã hội dân sự. Nó cung cấp cho các tổ chức công cộng, tư nhân và phi chính phủ kiến thức và công cụ cho phép tiến bộ con người, phát triển kinh tế và bảo tồn thiên nhiên diện rộng ra cùng nhau.

Cơ sở chính tại Thụy Sĩ, Ban Thư ký IUCN bao gồm khoảng 1.000 nhân viên có văn phòng tại hơn 50 quốc gia.

Được thành lập vào năm 1948, IUCN hiện là mạng lưới môi trường lớn nhất và đa dạng nhất thế giới, khai thác kiến thức, nguồn lực và tầm nhìn của hơn 1.300 tổ chức thành viên và khoảng 10.000 chuyên gia. Đây là nhà cung cấp hàng đầu về dữ liệu bảo tồn, đánh giá và phân tích. Từ cách thành viên rộng rãi của tổ chức này cho phép IUCN đảm nhận vai trò là trung tâm và kho lưu trữ các thông tin cung cấp chủ nghĩa và tiêu chuẩn quốc tế tốt nhất.

IUCN cung cấp một không gian trung lập để các bên liên quan đa dạng bao gồm chính phủ, tổ chức phi chính phủ, nhà khoa học, doanh nghiệp, công đồng địa phương, tổ chức người dân bản địa và các bên khác có thể cùng nhau hợp tác để xây dựng và thực hiện các giải pháp cho những thách thức môi trường và đạt được sự phát triển bền vững.

Làm việc với nhiều đối tác và người ủng hộ, IUCN thực hiện một danh mục lớn và đa dạng các dự án bảo tồn trên toàn thế giới. Kết hợp khoa học mới nhất với kiến thức truyền thống của cộng đồng địa phương, các dự án này có tác động sâu sắc đến tình trạng môi trường sống, khởi phục hệ sinh thái và cải thiện sức khỏe của người dân.

www.iucn.org
https://twitter.com/IUCN/

12. **ĐÍNH KÈM**

Phụ lục 1: **Đặc tả yêu cầu/Điều khoản tham chiếu**

Bản đính kèm 2: **Tuyên bố cam kết (chọn 2a cho công ty/tổ chức hoặc 2b cho cá nhân tự doanh hoặc tư vấn độc lập)**

Phụ lục 3: **Mẫu hợp đồng**
Attachment 1. Term of reference

Assessing the Impact of Waste from Fishing, Aquaculture, and Processing Activities on Aquatic Ecosystems in Project Provinces and Proposing Mitigation Measures

1. Context

The Mekong Delta (MD) is the largest delta in Vietnam with a unique geo-economic and geo-strategic position. It is a key region for national defense, security, and socio-economic development. The MD is not only a major hub for food and fruit production but also has significant advantages for marine economic development with an area of nearly 4 million km², more than 700 km of coastline, and over 360 thousand km² of sea and exclusive economic zones. It is a convergence of various ecological environments, creating a rich and diverse ecosystem with high-value aquatic species. The MD’s fisheries sector is the largest in the country in terms of production and value, becoming a leading economic sector. Annually, the MD contributes 65% of aquaculture production, 40.4% of total fish catch, and 60% of the country’s fish exports. The fisheries economy of the MD is also closely linked with the regional and national marine economic strategy.

Despite many positive outcomes, the development of the national marine economy in general and the marine economy of the MD, in particular, still face limitations. The exploitation and use of marine and coastal resources in many areas are not highly efficient, and the optimal value of natural ecosystems has not been fully utilized towards sustainable development. Coastal ecosystems (mangroves, seagrass beds, etc.) are significantly declining due to economic activities and climate change (CC). Enhancing awareness and management capacity, finding solutions to prevent coastal environmental degradation, protect marine resources, and strengthen resilience to CC are urgent tasks for coastal localities, especially in the MD.

The MD is facing and will continue to face major challenges due to socio-economic development pressures and CC and sea-level rise, such as mangrove loss, over-exploitation, and unsustainable practices leading to the depletion of natural coastal resources, and the decline of fish stocks and biodiversity. This severely impacts not only the development of the MD region, where the livelihoods of coastal localities are mainly based on fisheries, aquaculture, and fishing, but also the national marine economic development goals. Recent experiences from the Philippines and Thailand show that poor environmental management can result in the suspension of all socio-economic activities for many years to restore the environment. Therefore, it is necessary to improve the efficiency of sustainable and reasonable fisheries exploitation and use, protect the coastal ecological environment, and gradually enhance the ability to adapt to CC and sea-level rise in the future.

Within the framework of the MDC Project, consulting services are needed to implement "Impact Assessment of Waste from Fisheries, Aquaculture, and Processing Activities on Aquatic Ecosystems in Project Provinces and Proposed Mitigation Solutions" to improve the efficiency of sustainable and reasonable fisheries exploitation, use and protect the coastal ecological environment.

2. Objectives

Identify the main impacts of waste from fisheries, aquaculture, and processing activities on aquatic ecosystems in the project provinces and propose mitigation solutions.

3. Scope of Work

- Review reports and studies on waste from fisheries, aquaculture, and processing activities.
- Identify waste from fisheries production activities: fishing, aquaculture, and processing to determine waste groups in the impact assessment within the package scope.
- Conduct surveys on shrimp farming in Soc Trang, fishery exploitation in Kien Giang, and small-scale processing villages in Kien Giang.
- Quantify waste from fisheries, aquaculture, and processing activities impacting aquatic ecosystems within the package scope.
- Identify the impacts of waste from fisheries, aquaculture, and processing activities on aquatic ecosystems in the project provinces.
- Propose mitigation solutions for the impacts of waste from fisheries, aquaculture, and processing activities on aquatic ecosystems in the project provinces.

4. Deliverables

1. Inception Report: Includes approach, research methods, techniques, and tools used in task implementation, work plan, and team assignment.
2. Report on the Impact Assessment of Waste from Aquaculture, Fishing, and Processing Activities on Aquatic Ecosystems, Proposing Mitigation Solutions, including at least the following contents:
   - Identification of waste from fisheries production activities: fishing, aquaculture, processing to determine waste groups in the impact assessment within the package scope.
   - Quantification of waste from fisheries, aquaculture, and processing activities impacting aquatic ecosystems.
   - Identification of impacts of waste from fisheries, aquaculture, and processing activities on aquatic ecosystems in the project provinces.
   - Proposals for mitigating the impacts of waste from fisheries, aquaculture, and processing activities on aquatic ecosystems in the project provinces.
3. Summary Report: (no more than 10 pages) written in Vietnamese and translated into English.
4. Data sets from surveys and related documents.

Note: The deliverables of the task, upon acceptance, will be transferred to the Directorate of Fisheries, Ministry of Agriculture and Rural Development for review and receipt.

5. Timeline

The package is expected to be implemented within 10 months.

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6. Consultant Team Requirements/Expert Standards

Experts should meet the following criteria:

- Master's degree or higher in environment, biology, fisheries, processing, economics, biodiversity, with at least 10 years of experience.
- Experience in environmental impact assessment, strategic environmental assessment in the fisheries sector.
- Experience in survey methods, research methods, data analysis, especially in the fisheries sector.
- Proven report writing skills.

7. Estimated Total Budget: 1,066,728,750 VND (42,500 USD)

- Consultancy fees: 865,932,750 VND (34,500 USD)
- Appraisal and workshop fees: 200,796,000 VND (8,000 USD)
- Budget for 2024: 501,990,000 VND (20,000 USD); Budget for 2025: 564,738,750 VND (22,500 USD).

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ĐIỀU KHOẢN THAM CHIẾU

DÀNH GIÁ TÁC ĐỘNG CỦA CHẤT THẢI TỪ CÁC HOẠT ĐỘNG THỦY SẢN KHAI THÁC, NUÔI TRỒNG, CHẾ BIẾN ĐẾN HỆ SINH THÁI THỦY SINH TẠI CÁC TỈNH DỰ ÁN VÀ ĐẾ XUẤT GIẢI PHÁP GIẢM THIỂU TÁC ĐỘNG

1. Bối cảnh

Đồng bằng sông Cửu Long (ĐBSCL) là đồng bằng châu thổ lớn nhất Việt Nam, có vị trí địa - kinh tế, địa - chiến lược đặc biệt; là một trong những vùng trọng điểm về vấn đề bảo vệ môi trường. ĐBSCL không chỉ là vùng_videos của xa xôi của đất nước, mà còn là vùng có nhiều lợi thế phát triển kinh tế biển với diện tích gần 4 triệu km², hơn 700 km bờ biển và trên 360 ngàn km² vùng biển và vùng đặc quyền kinh tế; là nơi giao thoa của các kiểu môi trường sinh thái, tạo nên một hệ sinh thái giàu có, đa dạng các loại thủy sản có giá trị cao. Thủy sản ĐBSCL phát triển mạnh với sản lượng và giá trị lớn nhất cả nước, trở thành một ngành kinh tế mũi nhọn. Hàng năm, ĐBSCL đóng góp 65% sản lượng nuôi trồng thủy sản; 40,4% tổng sản lượng khai thác thủy sản và 60% lượng cá xuất khẩu của cả nước. Kinh tế thủy sản của vùng ĐBSCL cũng gắn liền với chiến lược kinh tế biển của cả vùng và của quốc gia.

Mặc dù đạt được nhiều kết quả tích cực, song quá trình phát triển kinh tế biển quốc gia nói chung, kinh tế vùng ĐBSCL nói riêng vẫn còn những hạn chế. Việc khai thác, sử dụng nguồn tài nguyên biển và ven biển ở nhiều nơi chưa đạt hiệu quả cao, chưa sử dụng tối ưu giá trị của các hệ sinh thái tự nhiên hướng tới phát triển bền vững. Các hệ sinh thái ven biển (rừng ngập mặn, thảm cỏ biển,...) có xu hướng suy giảm nghiêm trọng do tác động của hoạt động kinh tế cũng như biến đổi khí hậu (BĐKH). Với thực trạng đó, việc tăng cao nhận thức và năng lực quản lý, tìm kiếm các giải pháp trong ngăn chặn suy thoái môi trường ven biển, bảo vệ nguồn tài nguyên biển, tăng cường sức chống chịu với BĐKH là một trong những nhiệm vụ cấp bách đối với các địa phương ven biển, nhất là khu vực ĐBSCL.

ĐBSCL đã, đang và sẽ đối mặt với nhiều thách thức khác nhau do áp lực từ việc phát triển kinh tế - xã hội cũng như BĐKH và nước biển dâng như mất rừng ngập mặn, khai thác quá mức và thiếu bền vững dẫn đến cạn kiệt nguồn tài nguyên thiên nhiên ven biển, suy giảm nguồn lợi thủy sản và đa dạng sinh học... Điều này tác động mạnh mẽ đến sự phát triển kinh tế ven biển của vùng ĐBSCL nói riêng khi nguồn sinh kế của các địa phương ven biển chủ yếu dựa vào canh tác, nuôi trồng và đánh bắt thủy hải sản, mà còn ảnh hưởng đến mục tiêu phát triển kinh tế biển của cả nước nói chung. Kinh nghiệm gần đây của Philippines và Thái Lan cho thấy, hậu quả của việc quản lý môi trường yếu kém có thể dẫn đến sự đình chỉ các hoạt động kinh tế - xã hội trong nhiều năm để phục vụ cho công tác phục hồi môi trường. Do vậy, cần thiết phải nâng cao hiểu biết quan trọng thúc đẩy sự bảo vệ nguồn lợi thủy sản hợp lý và bền vững, bảo vệ môi trường sinh thái ven biển, từ đó tăng bước nâng cao khả năng thích ứng với BĐKH và nước biển dâng trong tương lai.

Trong khuôn khổ Dự án MDC, thực hiện thuê tư vấn triển khai “đánh giá tác động của chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các

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tình dự án và đề xuất giải pháp giảm thiểu tác động” nhằm nâng hiệu quả khai thác và sử dụng nguồn lợi thủy sản hợp lý và bền vững, bảo vệ môi trường sinh thái ven biển.

2. Mục tiêu

Nhận diện các tác động chính của chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các tỉnh dự án và đề xuất giải pháp giảm thiểu tác động.

3. Phạm vi công việc

- Tổng quan các báo cáo, nghiên cứu về chất thải từ các hoạt động khai thác, nuôi trồng, chế biến.

- Nhận diện các chất thải từ hoạt động sản xuất thủy sản: khai thác, nuôi trồng, chế biến để xác định các nhóm chất thải trong đánh giá tác động trong phạm vi gói thầu.

- Điều tra khảo sát nuôi tôm tại Sóc Trăng, khai thác thủy sản tại Kiên Giang và làng nghề chế biến quy mô nhỏ tại Kiên Giang;

- Lượng hoá chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh trong phạm vi gói thầu;

- Nhận diện các tác động của chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các tỉnh dự án;

- Đề xuất giải pháp giảm thiểu tác động chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các tỉnh dự án.

4. Sản phẩm bàn giao

1. Báo cáo ban đầu (inception report): bao gồm cách tiếp cận, phương pháp nghiên cứu, kỹ thuật và công cụ sử dụng trong triển khai nhiệm vụ, bảng kế hoạch triển khai công việc, phân công trong nhóm tư vấn.

2. Báo cáo đánh giá tác động của chất thải từ hoạt động thủy sản, nuôi trồng, chế biến thủy sản đến hệ sinh thái thủy sinh, đề xuất giải pháp giảm thiểu, bao gồm ít nhất các nội dung sau:

   + Nhận diện các chất thải từ hoạt động sản xuất thủy sản: khai thác, nuôi trồng, chế biến để xác định các nhóm chất thải trong đánh giá tác động trong phạm vi gói thầu.

   + Lượng hoá chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh;

   + Nhận diện các tác động của chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các tỉnh dự án.

+ Đề xuất giải pháp giảm thiểu tác động các chất thải từ các hoạt động thủy sản khai thác, nuôi trồng, chế biến đến hệ sinh thái thủy sinh tại các tỉnh dự án.

3. Báo cáo tóm tắt nhiệm vụ (không quá 10 trang) được viết bằng tiếng Việt và dịch sang tiếng Anh.

4. Bộ dữ liệu điều tra, khảo sát và các tài liệu có liên quan.

Ghi chú: sản phẩm của nhiệm vụ sau khi nghiệm thu sẽ được bàn giao cho Cục Thuỷ sản, Bộ Nông nghiệp và Phát triển nông thôn tiếp nhận.

5. Khung thời gian

Dự kiến gói công việc thực hiện trong 10 tháng.

6. Yêu cầu năng lực của nhóm tư vấn/tiêu chuẩn chuyên gia

Chuyên gia cần đảm bảo được những tiêu chí sau đây:

- Trình độ Thạc sĩ hoặc cao hơn về môi trường, sinh học, thủy sản, chế biến, kinh tế, đa dạng sinh học và tối thiểu 10 năm kinh nghiệm làm việc.

- Có kinh nghiệm về đánh giá tác động môi trường, đánh giá môi trường chiến lược trong ngành thủy sản.

- Có kinh nghiệm về phương pháp khảo sát, phương pháp nghiên cứu, phân tích dữ liệu đặc biệt trong lĩnh vực thủy sản.

- Kỹ năng viết báo cáo đã được chứng minh.

7. Tổng ngân sách dự kiến: 1,066,728,750 VND (42.500 USD).

- Kinh phí tư vấn: 865,932,750 VND (34.500 USD)

- Kinh phí thẩm định, hội thảo: 200,796,000 VND (8.000 USD).

- Kinh phí năm 2024: 501,990,000 VND (20.000 USD), Kinh phí năm 2025: 564,738,750 VND (22.500 USD).

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DECLARATION OF UNDERTAKING in relation to RfP <insert RfP reference>

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 then 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 then 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>
TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:
1. READ ALL PROVISIONS;
2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
3. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
5. SHARE WITH OLA and/or FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY).

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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

[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”)

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].
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]
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](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 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>
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</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
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<tr>
<td>[title]</td>
<td>[title]</td>
</tr>
<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[address]</td>
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<tr>
<td>[address]</td>
<td>[phone]</td>
</tr>
<tr>
<td>[phone]</td>
<td>[email]</td>
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</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 fulfill 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: __________________________

[Name of representative] [Name of representative]
[Position of representative] [Position of representative]

ANNEXES

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

NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH AN INDIVIDUAL (“SELF-EMPLOYED”)

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:
1. READ ALL PROVISIONS;
2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
3. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
5. SHARE WITH OLA and FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

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<th>CONTRACT REFERENCE NUMBER</th>
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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.

5. **RENUMERATION**

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

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

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

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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.

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

8. CONFIDENTIALITY

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

8.2 The Consultant 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 he/she becomes aware of any disclosure in breach of the obligations of this clause 8. The Consultant 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 his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

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

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

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

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

10.5 Neither Party shall have the right to use the other Party’s name, logo and/or other trademarks in any medium and for whatever purpose without the other Party’s prior written consent in each instance of use.
11. LIABILITY AND INDEMNITY

11.1 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, 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 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”);

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 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]