



Request for Proposals (RfP) Protected areas management consultancy services, North Macedonia

IUCN ECARO, Project *Achieving Biodiversity Conservation through Creation and Effective Management of Protected Areas and Mainstreaming Biodiversity into Land Use Planning: Ohrid Lake Valorisation Study and Management Plan and Shar Mountain Management Plan*

Issue Date: 22 May 2020

Closing Date and Time: 4 June 2020 at 23:59 CET

IUCN Contact :

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IUCN Regional Office for Eastern Europe and Central Asia
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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the supply of Protected areas management consultancy services, North Macedonia. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	22 May 2020
RfP Closing Date and Time	4 June 2020 at 23:59 CET
Estimated Contract Award Date	12 June 2020

1.4. Conditions

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

Proposers must sign the "Proposer's Declaration" and include it in their Proposal.

1.5. Queries and questions during the RfP period

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

Proposers may submit their queries no later than 31 May 2020 at 23:59 CET.

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 23:59 CET on 4 June 2020 by email to: robin.johnson@iucn.org. The subject heading of the email shall be [RfP – Protected areas management consultancy services, North Macedonia - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

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

1.8. Late and Incomplete Proposals

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

1.9. Withdrawals and Changes to the Proposal

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

1.10. Validity of Proposals

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

1.11. Evaluation of Proposals

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

PART 2 – THE REQUIREMENT

Terms of Reference Protected areas management consultancy services, North Macedonia

Achieving Biodiversity Conservation through Creation and Effective Management of Protected Areas and Mainstreaming Biodiversity into Land Use Planning: Ohrid Lake Valorisation Study and Management Plan and Shar Mountain Management Plan

BACKGROUND

North Macedonia displays a wealth of biodiversity and accompanying ecosystem services due to its diverse climatic, topographic and geologic characteristic. It is part of the wider Mediterranean Region, which was identified as the third most important biodiversity hotspot in the world. However, pressure on biodiversity is ever-increasing as the country stands at the crossroads between more intensive economic development (exploitation of natural resources, enlargement of land area under agricultural, uncontrolled urbanization, etc.) and growing demands for improved management of key biodiversity areas.

The Ministry of Environment and Physical Planning of North Macedonia (**MoEPP**) is, among other things, responsible for promoting sustainable management of natural resources. With the Ministry's support, the project "**Achieving Biodiversity Conservation through Creation and Effective Management of Protected Areas and Mainstreaming Biodiversity into Land Use Planning**", funded by the Global Facility (**GEF**) and implemented by the United Nations Environment Programme (**UNEP**), aims to conserve biodiversity through the expansion of the national protected areas system and enabling capacity conditions for effective management and mainstreaming of biodiversity into production landscape.

Within this framework, UNEP and MoEPP have decided to focus on the establishment a new protected area in the **Shar Mountains** and prepare the re-proclamation of the existing **Lake Ohrid** Natural Monument protected area. Both sites stand out for their conservation values and are critically important for safeguarding the biodiversity of both the country and the region. Lake Ohrid was first inscribed on the **World Heritage** List in 1978 as a mixed site in North Macedonia, and extended in 2019 into Albania, to become a transboundary World Heritage property. Despite being designated as a Natural Monument at the national level in 1977, there is no active protected area management authority in Lake Ohrid. The Shar Mountains is a trilateral site spanning Albania, Kosovo and North Macedonia and has already been proclaimed a National Park in Kosovo. Its exceptional biodiversity has been extensively documented and promoted. The transboundary nature of both areas will be taken into account while setting objectives and developing management plans.

According to the Law on Nature Protection, for each of the selected areas, a **valorisation study** on the natural values needs to be conducted and a **management plan** produced. In 2017, MoEPP and UNEP engaged a consortium of partners to start developing the valorisation study for the Shar Mountain, which is expected to be finalized by the end of 2019, paving the way for the designation of a future protected area by MoEPP. UNEP and MoEPP have now engaged IUCN Regional Office for Eastern Europe and Central Asia (IUCN ECARO) to produce a valorisation study for Lake Ohrid Natural Monument, as well as draft management plans for each of the proposed protected areas, outlining the measures for

conservation, restoration and sustainable use of natural resources in the areas. Official adoption of the management plans lies outside the scope of this project.

The entire timeframe for the overall project is from May to the end of December 2020, however the project will be split into two phases:

- **Phase I** (May – June 2020) will produce inputs contributing to the Lake Ohrid valorisation study and to the management plans for Lake Ohrid and the Shar Mountains.
- **Phase II** (July 2020 – December 2020) will finalise these, and contribute the remaining, inputs resulting in a draft Lake Ohrid draft valorisation study and first drafts of the Lake Ohrid and Shar Mountains management plans, which will be subject to consultation with key stakeholders. All three documents will be finalised, taking into account input from their respective consultations.

An extension may be possible beyond the end of Phase II, contingent upon agreement with the donor.

SCOPE OF WORK

The following details project activities at both sites, under Phases I and II. Tasks will be conducted by the same key expert for the duration of the project, and it is expected that there will be an uninterrupted continuation of activities from Phase I to Phase II. Continuation into Phase II will, however, be dependent on the signature of the Phase II donor contract.

Lake Ohrid Natural Monument

The work in the Ohrid region consists of two parts:

Valorisation study

The purpose of this study is to present in a consolidated manner all relevant information for (re)proclamation of Lake Ohrid as a protected area, in accordance with Article 92 of the Law on Nature Protection, pertaining to the Rulebook on the content of the valorisation or re-valorisation of protected areas (“Official Gazette” no. 26/12). This study will present detailed analyses of all relevant environmental and territorial information pertaining to the protected area. These may also include results at the level of individuals, companies, larger industrial groupings, and economic sectors or the economy of the country at large.

Management plan

The purpose of this component is to compile a draft management plan for the protected area. The plan’s content should be guided by the Article 98 of Law on Nature Protection and the Rulebook on the content of the protected area management plan and content of the annual nature protection programmes, while taking into account previous management plans for Lake Ohrid Natural Monument, as well as previous and current management plans for the wider region (e.g. the World Heritage site, Galičica National Park and Pogradec Protected Landscape, Ohrid watershed management plan, etc.)

Shar Mountains

Management plan

A [valorisation study](#) and [zonation map](#) (both in Macedonian) have been completed for the Shar Mountains. The work at this site consist of compiling a draft management plan for the

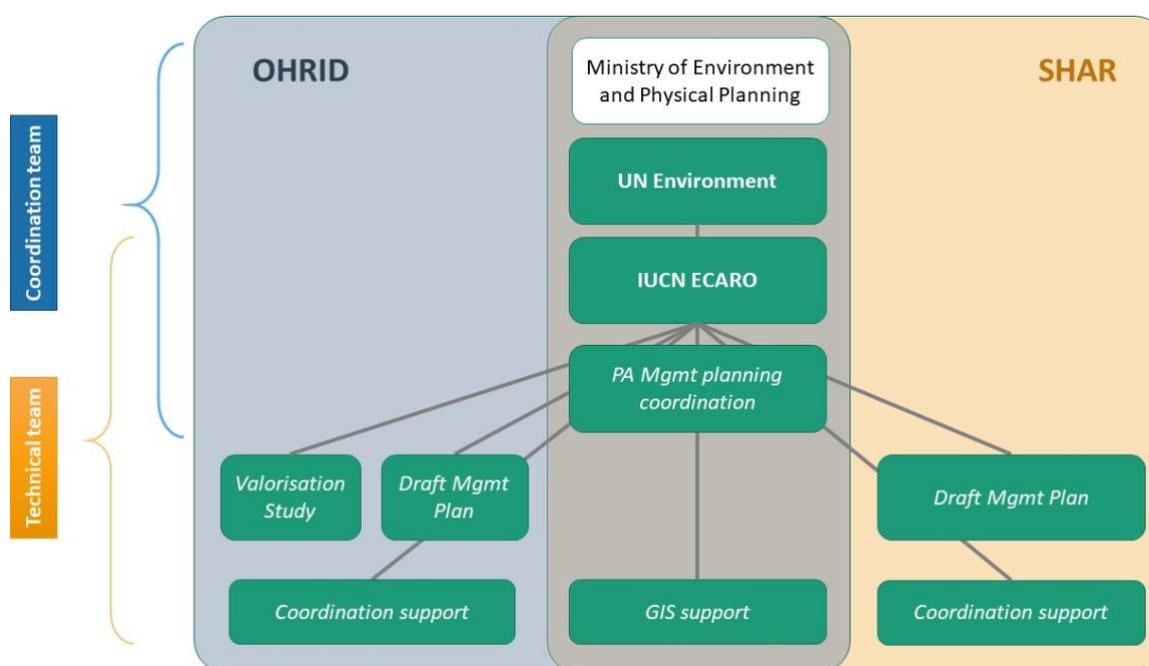
proposed protected area, based on the information available in the valorisation studies, and with input from all relevant stakeholders. The plan's content should be guided by the Article 98 of Law on Nature Protection and the Rulebook on the content of the protected area management plan and content of the annual nature protection programmes, while taking into account management plans from neighbouring countries.

TEAM

A **coordination team** will exercise overall management of the project, and a **technical team** will be responsible for compiling data and producing the content.

The coordination team will include representatives of MoEPP, UNEP and IUCN ECARO, as well as a **key protected areas management expert** (the role covered by the present ToR). The technical team will comprise the key expert, as well as providers of the following expertise:

- environmental aspects
- socio-economic aspects
- GIS
- on-site project coordination assistance



The key expert and GIS expert will cover both areas. It is envisioned that coordination assistance is provided at both sites separately. The environmental and socio-economic expertise for the two sites may be provided by the same, or different, experts.

A total of **190 days** have been provisionally budgeted for the other members of the technical team, combined, (excluding the present role), to be distributed between Phase I and Phase II and, if agreed with the donor, into any potential extension period beyond Phase II.

SPECIFIC TASKS

The following relate to Phases I and II of the project.

Overarching:

The key expert will:

- Assist in the selection of the other members of the technical team
- Assist in identifying information needs
- Coordinate the technical team in collating information and drafting the outputs, including the valorisation study and draft management plans
- Lead discussions and consultations throughout the project

Lake Ohrid Natural Monument

Valorisation study

- With the technical team, and in consultation with the coordination team, decide the delineation of the study area for the valorisation study.
- Guide the compilation of the valorisation study, following the structure outlined in the relevant legal documents, and comprising:
 - o Desk-based assessment and inventory of habitats, species, and ecological functions of Lake Ohrid (emphasising those species and habitats of national and EU importance, and taking into account the Outstanding Universal Values leading to the natural World Heritage status), with an analysis and plan for additional field data gathering. Limited fieldwork may be undertaken to fill knowledge gaps, where necessary
 - o Socio-economic analysis and data collection on the key stakeholders, and evaluation of ecosystem services they rely on
 - o Analysis and mapping of land use and ownership, taking into account available spatial planning documents
 - o Analysis of threats to the natural values of the protected area
 - o Assessment of effectiveness and efficiency of current area management (METT analysis – as required for the management plan)
 - o Proposal for re-delineation and re-designation of the protected area based on the identified natural values
 - o Proposal for zonation of the protected area, including suggestions for allowed activities in each zone
 - o Suggested governance structure of the protected area, taking into account existing governance structures at the UNESCO World Heritage site level, watershed-level, and at the level of transboundary agreements (bilateral and UNESCO Transboundary Biosphere Reserve)
 - o Evaluation of financial sustainability of the protected area and Recommendations for minimum requirements for human and other resources for effective protection and management of protected area
- Edit the final document for publication
- Facilitate at least one public consultation

Management plan

- Coordinate and contribute to the analysis of existing management plans covering the area
- Coordinate and contribute to the preparation of a road map for the development of the management plan
- Coordinate and contribute to a METT analysis of the protected area
- Facilitate a stakeholder consultation workshop to solicit input on the management plan road map and METT analysis. This consultation could coincide with the one on the valorisation study.

- Coordinate and contribute to the discussion and drafting of the management plan components, following the structure outlined in the relevant legal documents, including:
 - o Introduction and general data (e.g., location, borders, previous and current management, basis for adoption of the management plan, information on the process of its development)
 - o Physical-geographical characteristics (such as, climate, geology, physical geography factors, including maps and images)
 - o Socio-economic and cultural characteristics (demography, settlements, infrastructure, agriculture, forestry, hunting, tourism, sport, industry)
 - o Details on biodiversity (ecosystems, habitats, species, overview of distribution), as well as assessment of the status of the environmental characteristics
 - o Long-term objectives, restrictions, as well as assessment to determine the short-term objectives for management and protection of the area
 - o Standards and conditions for the use of the natural resources, development of construction works, management zones, etc.
 - o Proposed measures for protection of the landscape, geological and biological diversity, cultural heritage
 - o Comparison of short-term measures and their contribution to fulfilment of long-term objectives for protection and management of the area
 - o Developed Management Programs with subprograms
- Facilitate stakeholder consultation to gather input on and reach agreement upon the draft management plan.

Shar Mountains

Management plan

- Coordinate and contribute to the analysis of existing management plans covering the area.
- Coordinate and contribute to the preparation of a road map for the development of the management plan
- Coordinate and contribute to a METT analysis of the protected area
- Facilitate a stakeholder consultation workshop to solicit input on the road map and the METT analysis. This consultation could coincide with the consultation on the Valorisation.
- Coordinate and contribute to the discussion and writing of the Management plan components following the structure outlined in the relevant legal documents, including:
 - o Introduction and general data (for example, location, borders, previous and current management, basis for adoption of the management plan, information on the process of the development of the management plan)
 - o Physical-geographical characteristics (such as, climate, geology, physical geography factors, including maps and images)
 - o Socio-economic and cultural characteristics (demography, settlements, infrastructure, agriculture, forestry, hunting, tourism, sport, industry)
 - o Details on biodiversity (ecosystems, habitats, species, overview of distributions), as well as an assessment of the status of the environmental characteristics
 - o Long term objectives, restrictions, as well as an assessment to determine the short-term objectives for management and protection of the area
 - o Standards and conditions for the use of the natural resources, development of construction works, management zones, etc.

- Proposed measures for protection of the landscape, geological and biological diversity, cultural heritage
- Comparison of short-term measures and their contribution to fulfilment of long-term objectives for protection and management of the area
- Developed Management Programs with subprograms
- Facilitate stakeholder consultation to gather input on and reach agreement upon the draft management plan.

DELIVERABLES – PHASE I

Deliverable	Deadline
Activity 0. Project Startup	
Input to identification of information needs	15 June 2020
Activity 1. Lake Ohrid Valorisation Study	
Draft of desk-based assessment and inventory of habitats, species, and ecological functions of Lake Ohrid	30 June 2020
Draft of socio-economic analysis on key stakeholders, and evaluation of ecosystem services	30 June 2020
Draft analysis and mapping of land use and threats	30 June 2020
Activity 2. Lake Ohrid Management Plan	
Draft METT (or UNESCO WH Enhancing Our Heritage (EoH) toolkit) analysis inventorying existing management plans and their level of implementation	30 June 2020
Activity 3. Shar Mountains Management Plan	
Draft methodology for developing management plan	30 June 2020

DELIVERABLES – PHASE II

Subject to signature of Phase II donor contract.

Deliverable	Deadline
Activity 1. Lake Ohrid Valorisation Study	
Final desk-based assessment and inventory of habitats, species, and ecological functions of Lake Ohrid	31 August 2020
Final socio-economic analysis on the key stakeholders, and evaluation of ecosystem services	31 August 2020
Final analysis and mapping of land use and threats	31 August 2020
Proposal for re-delineation and re-designation of the protected area, incl. zonation	30 September 2020
Proposal for sustainable management of the area	30 September 2020
Final valorisation study	31 October 2020

Deliverable	Deadline
Activity 2. Lake Ohrid Management Plan	
Final METT (or UNESCO WH Enhancing Our Heritage (EoH) toolkit) analysis inventorying existing management plans and their level of implementation	31 August 2020
Consultation workshop on METT/EoH results, management plan methodology and (with only key stakeholders) draft valorisation study	30 September 2020
Long- and short-term objectives for the PA	31 October 2020
Suggested management structure of the protected area	30 November 2020
Draft management programs with subprograms	30 November 2020
Consultation workshop on draft management plan	30 November 2020
Draft annual programs and financing plan	31 December 2020
Consultation workshop on final draft management plan	31 December 2020
Finalised draft management plan	31 December 2020
Activity 3. Shar Mountains Management Plan	
Final methodology for developing management plan	31 July 2020
Consultation workshop on management plan development road map	31 August 2020
Long- and short-term objectives for the PA	31 October 2020
Draft management programs with subprograms	30 November 2020
Consultation workshop on draft management plan	30 November 2020
Draft annual programs and financing plan	30 November 2020
Finalised draft management plan	31 December 2020

ATTRIBUTES

- At least 10 years' relevant professional experience, including on protected areas management
- Familiarity with World Heritage sites and their management requirements
- Familiarity with transboundary protected area management approaches
- Proven experience in coordination and management of international projects; ability to coordinate multi-disciplinary teams, including experts/consultants and representatives of governments, civil society and private sector

- Excellent organisational and networking skills, team-oriented attitude and ability to work independently
- Fluency in written and spoken English
- Master's degree (or higher) in a subject related to the environment
- Work experience in North Macedonia is an asset
- Knowledge of Macedonian is an asset

DURATION OF THE ASSIGNMENT

The present assignment will begin on the date the consultancy contract is signed and continue until 30 June 2020. The consultancy contract will not be signed until the Phase I contract between IUCN ECARO and UNEP has been signed.

Continuation of the consultancy beyond Phase I is subject to signature of the Phase II donor contract, in which case Phase II will run from 1 July to 31 December 2020. If agreement is reached with the donor, the consultancy may be extended beyond this date.

Consultancy services provided by the Key expert will cover a total of **140 days**, to be distributed between Phase I and Phase II and, if agreed with the donor, any potential extension period beyond Phase II.

LANGUAGE

English will be the working language during the meetings with stakeholder and the project will be responsible for organising simultaneous translation whenever necessary. All materials shall be produced in English.

PART 3 – THE EVALUATION MODEL

The evaluation of proposals will consider the technical competence and experience of the proposers relevant to the required services, compliance with the terms of reference, price and ability to provide the services within the required timelines.

The technical and pricing information will be scored separately, and respectively contribute **80%** (technical) and **20%** (pricing) of the total score.

Scores for technical information will be broken down as follows:	Weighting	Assessed based on
Adequacy of the proposed approach, methodology and work plan	60%	Proposal
Relevance of prior experience and attributes to the requirement	30%	Professional background
Familiarity with the regional context	6%	
Experience working with UNEP, GEF or another related donor	4%	

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

4.1. Declaration

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

4.2. Technical information

Proposers should provide the following information:

- **Proposal**, comprising:
 - Project methodology, describing how the proposer intends to deliver the deliverables, with justifications. Should include key considerations and how they will be addressed;
 - Work plan detailing the timings of activities
- **Professional background** of proposer
 - highlighting relevance to the required services, and addressing the attributes listed in the terms of reference
 - List of relevant projects completed within the last 5 years

4.3. Pricing information

Prices include all costs

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

Please include a breakdown of the pricing information submitted.

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

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

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for Protected areas management consultancy services, North Macedonia, covering Phase II of the project. Phase I will be covered by a separate contract. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

The following contract will be used if the successful candidate contracts with IUCN as a self-employed individual. If the successful candidate contracts with IUCN as or through a company, a different contract will be used.

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Serbia through its Regional Office for Eastern Europe and Central Asia, with its offices at Dr Ivana Ribara 91, 11073 Belgrade, Serbia (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;

Whereas IUCN has received a donation from UNEP (hereafter the “Donor”) to deliver outputs under Components 1 (Increase of protected areas network) and 2 (Increased effectiveness of Biodiversity Management) of the Project Achieving Biodiversity Conservation through Creation and Effective Management of Protected Areas and Mainstreaming Biodiversity into Land Use Planning (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 enhancing the management of Lake Ohrid and the Shar Mountains, North Macedonia, by producing a valorisation study for the former site and draft management plans for both sites.

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 coordinate the technical team in collating information and drafting outputs, and lead consultations, resulting in the valorisation study and draft management plans. Tasks will be performed, and deliverables delivered, no later than the agreed deadlines as set out in the terms of reference attached as Annex I (the "Services"). These deadlines may be extended, if agreement to this effect is reached between IUCN and the Donor.

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

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

2. TERM

This Agreement comes into effect upon its signature by both Parties (the "Effective Date"), is dependent upon signature of the Phase II Donor contract and will expire on 31 December 2020 (the "Expiration Date").

The Expiration Date may be extended if agreement to this effect is reached between IUCN and the Donor.

3. INDEPENDENT STATUS

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

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

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

4. OBLIGATIONS

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

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

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

5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

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

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement, and in relation to activities under project Phases I and II, shall not exceed USD 485 (four hundred and eighty five United States Dollars). All travel has to be approved by the Contact before any reservation is made.

6.2 The IUCN Travel Policy (June 2015) shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by

the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8. CONFIDENTIALITY

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

8.2 The Consultant shall:

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

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

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12 COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Details
Robin Johnson Conservation Programme Project Officer IUCN Regional Office for Eastern Europe and Central Asia Dr Ivana Ribara 91, 11073 Belgrade, Serbia robin.johnson@iucn.org	[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]

12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13 FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

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

14 TERMINATION

14.1 Termination for cause

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation

facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations. This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

It is specifically understood that an event beyond the reasonable control of a party related to the coronavirus (COVID-19) situation shall amount to force majeure.

14.4 Effects of Termination

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

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

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

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

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

15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

16 GENERAL PROVISIONS

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

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

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

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

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

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

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement in the

English language in two (2) originals.

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

[full name of OTHER PARTY]

Date: _____

Date: _____

**Boris Erg
IUCN ECARO Director**

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

ANNEXES

The complete Terms of Reference, as give above in **Part 2 – The Requirement**, will be included here as an annex to the final contract.

PART 6 – DEFINITIONS

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

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