



# Request for Proposals (RfP) Nature-based solutions field expert in Serbia

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

**Issue Date: 4 March 2020**

**Closing Date and Time: 5 April 2020, 23:59 CET**

**IUCN Contact :**

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## **PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS**

### **1.1. About IUCN**

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

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

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

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

[www.iucn.org](http://www.iucn.org)  
<https://twitter.com/IUCN/>

### **1.2. Summary of the Requirement**

IUCN invites you to submit a Proposal for the individual consultancy of Nature-based solutions (NbS) field expert in Serbia. 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:

<b>RfP Issue Date</b>	4 March 2020
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<b>RfP Closing Date and Time</b>	5 April 2020, 23:59 CET
<b>Estimated Contract Award Date</b>	10 April 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 17:00 CET, 29 March 2020.

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 5 April 2020 by email to: [kristin.meyer@iucn.org](mailto:kristin.meyer@iucn.org). The subject heading of the email shall be [RfP – NbS field expert in Serbia - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

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

#### **1.8. Late and Incomplete Proposals**

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

#### **1.9. Withdrawals and Changes to the Proposal**

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

#### **1.10. Validity of Proposals**

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

#### **1.11. Evaluation of Proposals**

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

## PART 2 – THE REQUIREMENT

### Background information

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

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

The project will be implemented through the following three strategies:

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

In Serbia, all three strategies will find application. The risk of flooding has been identified as an increasing threat in Serbia. It affects approx. 22% of the population in 38 municipalities. The National Disaster Risk Management Programme governs interventions with a focus on a long-term disaster risk management system, including disaster risk reduction. The corresponding Action Plan provides a number of key areas for intervention, including the strengthening and development of institutions, monitoring, structural and non-structural risk reduction, preparedness and early warning systems, risk financing and recovery. At present, Nature-based Solutions are not fully embraced to achieve climate change adaptation and disaster risk reduction. Due to its recent history of floods and other climate-related disasters, as well as progress with disaster risk reduction planning and management at national and local levels, Serbia has been selected as one of the two countries to implement a pilot Nature-based Solutions project.

In 2017, IUCN conducted a first scoping study for Serbia, which identified the main issues, challenges and opportunities in relation to the employment of Nature-based Solutions for disaster risk reduction. An updated scoping study will serve as important background for the design and planning of a pilot project, which will be implemented through ADAPT. The pilot project will be implemented in close cooperation with local authorities and interest groups, including women representatives. Vulnerabilities and risks will be mapped to identify suitable interventions.

In Serbia, preliminary consultations have led to the selection of the Municipality of Kraljevo as a suitable pilot site, as it has been particularly vulnerable to climate induced risks in recent years. A particular issue already highlighted by the Municipality of Kraljevo, is the increased risk of floods due to degraded forests and erosion, which may also lead to landslides. The municipality is under exposure to climate risks and as such was listed in

the Government's Decision Declaring Natural Disaster enacted in June 2018. The Ibar River, which originates in Montenegro and flows through Kraljevo, has been subject to consecutive floods in 2014, 2016, and 2019, creating losses by damaging people's goods and properties.

The project works at multiple levels and involves government agencies, research institutions and civil society, which offers opportunities for knowledge exchange, wider capacity building and institutional strengthening as well as the potential for scaling up. The main institutional partners in Serbia are the Ministry of Environmental Protection and the Public Investment Management Office. At site level, Municipality of Kraljevo – Department for Civil Protection will be involved in the testing of NbS approaches for climate change adaptation and disaster risk reduction in the frame of a pilot project at community level.

## Scope of work

The objective of this assignment is to support ADAPT activities in Serbia, where a Nature-based Solution will be tested. Given the strong focus on the pilot project, the services of a local expert are required. The assignment will be divided into five parts: 1) compilation of information on existing initiatives, projects, activities, organisations and key experts in/or involving Serbia currently applying Nature-based Solutions and preparation of best practice cases, 2) preparation of background information for a national scoping study, 3) preparation of progress reports on pilot project implementation in liaison with local authorities and stakeholders, 4) preparation of a list of national and local communication channels and participation in a one-day consultation workshop on the project communications strategy and 5) organisation of field visits, consultations, events and preparation of meeting reports.

## Specific tasks

The consultant will be responsible for the following tasks:

1. Best practice cases
  - Compile a list of ongoing Nature-based Solutions initiatives from/involving Serbia.
  - Prepare 3-5 best practice cases highlighting key outcomes of the initiative, costs and benefits of employing Nature-based Solutions and lessons learned for inclusion in a compendium of good practices and knowledge platforms (e.g. PANORAMA). The case studies should follow the format and guidance provided by PANORAMA on how to prepare case studies. Additional guidance on this task will be provided by IUCN ECARO.
2. National scoping study
  - Assist in the review and updating of the existing national scoping study for Serbia. The national scoping study will provide an overview of the situation in Serbia, identify priorities and needs for intervention. It serves as background for the planned pilot intervention as well as the identification of key national climate change threats, disaster risks, most vulnerable sites and potential for the application of Nature-based Solutions producing a list of additional pilot sites. The scoping study will also analyse the cost-effectiveness of Nature-based Solutions in comparison to conventional solutions/interventions and consider socio-economic and gender aspects.
  - Organise consultation meetings with stakeholders on the national scoping study and prepare their feedback and inputs for inclusion in the study.
3. Pilot project in Serbia
  - Prepare progress reports on pilot project implementation, including evaluation of the effectiveness and benefits of the Nature-based Solution for the local community.
  - Obtain all necessary permits, prepare tender documents and assist in the purchase of material, goods and services.
  - Prepare a stakeholder analysis in support of the implementation of the pilot project.

- Organise field visits of the project team and external consultants.
  - Organise consultation meetings and facilitate meetings of the project team and external consultants with local authorities and other key stakeholders.
  - Organise one consultation with women-led grassroots initiatives and one training event.
  - Prepare a case study on the pilot project for inclusion in PANORAMA.
4. Communication and dissemination
- Prepare a list of channels for dissemination and communication of project results as well as opportunities for awareness raising at local and national level, with a particular focus on the pilot intervention, in accordance with the project's communications strategy.
  - Participate in a one-day consultation for the development of a communications strategy.
  - Prepare a list of national policies, strategies and programmes and assess opportunities for integration of Nature-based Solutions principles into these policies, including alignment with European Union policies and laws.
5. Logistical support
- Participate in the project launch and closing events and 6 national Nature-based Solutions Coordination Group meetings.
  - Present key results and updates of activities in Serbia at national events.
  - Organise, provide logistical support and prepare meeting reports for meetings, consultations, events, field visits, capacity building events etc. held in Serbia. A detailed schedule of events will be provided by IUCN ECARO together with relevant deadlines included in the updated project work plan.

### Expected deliverables and tentative timeframe

	Task	Deliverable	Tentative timeframe
1	Best practice cases	List of ongoing Nature-based Solution initiatives  Description of 3-5 best practice case studies for inclusion into a compendium and dissemination through online knowledge platforms following the format and guidance provided by PANORAMA.	15 March 2020  5 April 2020
2	National scoping study	Draft national scoping study  One consultation as part of the Nature-based Solutions Coordination Group meeting and meeting minutes  Analysis of stakeholder feedback  Finalised national scoping study	May 2020  May 2020  May 2020  August 2020
3	Pilot project in Serbia	Progress reports as agreed with IUCN ECARO  A stakeholder analysis specific to the pilot site, including a contact list  Necessary permits obtained, tender documents prepared  List of material, goods and services  A list of field visits, including dates, time, team members and results achieved	1 March 2020 – 30 September 2022  31 March 2020  January 2021  January 2021  1 April 2020 – 30 September 2022

		A list of consultation and bilateral meetings with local authorities and key stakeholders	1 March 2020 – 30 September 2022
		One consultation with women-led grassroots initiatives and meeting minutes	September 2020
		Case study on pilot project in Serbia	September 2022
4	Communication and dissemination	List of communication and dissemination channels	April 2020
		Participation in a one-day consultation and inputs into communications strategy and implementation plan	April 2020
		List of national policies, strategies, programmes and assessment of opportunities for integration of Nature-based Solutions principles and alignment with EU acquis	30 April 2021
5	Logistical support	Participation in project launch event	March 2020
		Participation in project closing event	September/October 2022
		6 national Nature-based Solutions Coordination Group meetings organised and meeting reports prepared	March 2020 – September 2022 (meeting reports 1 week after the meeting/event)
		Reports of meetings, consultations, events, filed visits, capacity building events etc.	March 2020 – October 2022

The tasks, deliverables and timelines presented above have been prepared in accordance with the current project work plan and logframe. Tasks, deliverables and timeframes may be adjusted in accordance with adaptive project management and updated yearly work plan and logframe. This will be done in consultation between the local expert and the project team.

### Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to 31 October 2022. The maximum available budget for this consultancy is estimated at EUR 34,000, excluding assignment-related travel costs, accommodation and subsistence costs.

### Meetings and travel

The consultant will participate in a number of physical meetings and consultations, including the project launch and closing events and national Nature-based Solutions Coordination Group (6) meetings. This will require travel in the region, subject to IUCN's travel policy.

The consultant will further attend meetings and carry out field visits with the local authority and stakeholder groups in the pilot site in the frame of pilot project implementation. Frequent travel to the pilot site and to key project meetings and consultations in the region will be required as necessary.

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

## **Experience and qualifications**

The consultancy is open to individuals based in Serbia, with the following expertise:

- Expertise in environmental sciences, environmental management and cross-sectoral engagement.
- Expertise in the employment of Nature-based Solutions highly desirable.
- Demonstrated experience of working in collaboration with government agencies, local authorities as well as non-governmental organisations (NGOs) in Serbia.
- Demonstrated experience and understanding of local legal contexts and governance arrangements.
- More than 5 years of experience in implementing disaster risk reduction interventions.
- Excellent Serbian and English language proficiency.

### PART 3 – THE EVALUATION MODEL

The selection criteria will consist of a technical and financial component. A weighting will be provided to each component as follows: Technical Weighting Factor 80%, Financial Weighting Factor 10%, with the total score a combination of these two percentages.

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

Evaluation criteria	Maximum attainable points
1. Qualifications of the expert in nature-based solutions and/or disaster risk reduction interventions.	40
2. Quality of the project methodology and work plan.	35
3. Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in Serbia.	15
4. Price score.	10
<b>Total Score</b>	100

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

$$PS = 20 \times LP/PP$$

where:

PS is the Price Score of the offer under evaluation;

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

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

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

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



## **PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS**

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

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

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

### ***4.1. Declaration***

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

### ***4.2. Technical information/Service Proposal***

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

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

### ***4.3. Pricing information***

#### **Prices include all costs**

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

#### **Applicable Goods and Services Taxes**

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

#### **Currency of proposed rates and prices**

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

## PART 5 – PROPOSED CONTRACT

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

### CONSULTANCY AGREEMENT (the "Agreement")

between

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

and

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

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

#### PREAMBLE

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

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

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

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

**Now therefore** the Parties agree as follows:

#### 1. SERVICES

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

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

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

## 2. TERM

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

## 3. INDEPENDENT STATUS

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

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

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

## 4. OBLIGATIONS

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

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

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

## 5. REMUNERATION

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

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

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

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

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

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

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

## 6. TRAVEL EXPENSES

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

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

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

## 7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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

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

## 8. CONFIDENTIALITY

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

8.2 The Consultant shall:

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

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

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

## 9. PROPERTY OF RESULTS

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

## 10. INTELLECTUAL PROPERTY

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

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

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

## 11. LIABILITY

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

## 12 COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Details
[name]	[name]
[title]	[title]
[name of IUCN Programme/Office]	[name of IUCN Programme/Office]
[address]	[address]
[phone]	[phone]
[email]	[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](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](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

### **14 TERMINATION**

#### **14.1 Termination for cause**

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

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

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

#### **14.2 Termination for lack of Donor funds**

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

#### **14.3 Termination for force majeure**

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

#### **14.4 Effects of Termination**

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

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

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

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

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

## 15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

## 16 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

**[full name of OTHER PARTY]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[Name of representative]**

**[Name of representative]**

**[Position of representative]**

**[Position of representative]**

## **PART 6 – DEFINITIONS**

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

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