



# Request for Proposals (RfP) Hydrological engineer International Consultant Albania

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

**Issue Date: 1 November 2021**

**Closing Date and Time: 22 November 2021, 23:59 CET**

**IUCN Contact :**

Mihaela Dragan Lebovics  
Nature-based Solutions Project Officer  
IUCN Regional Office for Eastern Europe and Central Asia  
Tel: +381 11 2272 411  
Fax: +381 11 2272 531  
[mihaela.draganlebovics@iucn.org](mailto:mihaela.draganlebovics@iucn.org)

## **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 Hydrological Engineer International Consultant Albania. 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>	1 November 2021
<b>RfP Closing Date and Time</b>	22 November 2021, 23:59 CET
<b>Estimated Contract Award Date</b>	10 December 2021

#### **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, 15 November 2021.

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 22 November 2021 by email to: [milica.radanovic@iucn.org](mailto:milica.radanovic@iucn.org). The subject heading of the email shall be [RfP – Hydrological Engineer International Consultant, Albania - [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 deploying 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 societies 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. Enhance knowledge and awareness of nature-based disaster risk reduction solutions among decision makers, natural resource managers and local communities with a specific focus on gender;
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.

Albania is a country situated in Southeastern Europe, in the western part of the Balkan Peninsula. It is classified as a country with high disaster risk, ranking 40 out of 170 countries (World Risk Report, 2016). Meteorological events such as rain, storms and heat waves are the most common natural hazards in Albania (34% of the total), followed by forest fires (24%), floods and flash floods (22%) and landslides (15%). The most recent climate change scenario for Albania predicts a rise in mean temperature and a change in precipitation patterns (Ministry of Environment of Albania, 2016). As a consequence, Albania will face the effects of climate change with seasonal increasing temperatures and decreasing precipitation, which is predicted to lead to more frequent floods. It is also anticipated that rising temperatures will increase the number of hailstorm days in summer, as well as the frequency and intensity of hot days and heat waves, ultimately leading to higher risk of forest fires.

In addition to climate change trends, disaster events are also aggravated by anthropogenic factors, such as continued pollution, inappropriate waste management and sewage treatment and poorly managed urbanisation. Indeed, population growth and human development in Albania has led to changes in land use, mainly for urban and infrastructure development as well as for agricultural purposes (Ministry of Environment of Albania, 2016). Climate change, natural hazards and human development threaten the country's rich natural resources, on which a large part of the economy relies. On the other hand, Albania has a wide range of ecosystems including coastal ecosystems, estuaries and lagoons, lakes and wetlands, grasslands, middle-low altitude coppice forests, high altitude forests, alpine vegetation and glacial areas. This variety of ecosystems allows the country to host a high diversity of habitats and species. Hence, the country has a great potential for implementing NbS, based on its rich natural resources (forests and rivers in particular), and linking to its well-developed Protected Areas (PAs) network. In Albania, a total of 12 sites were considered for a pilot project. A comparative analysis was conducted by the Urban Research Institute (URI) based upon ten distinctive criteria, such as sustainability and adaptive management, area prone to flooding, advancement of municipality in Disaster Risk Reduction (DRR) and Climate Change Adaptation (CCA) and willingness of local communities to participate in such a project. Each site was weighed against the different criteria and ranked; in the next phase, four different sites were proposed to the relevant national authorities in Albania, involved in the ADAPT project: the Water Resources Management Agency and the Ministry of Tourism and Environment. After further analysis done by the relevant authorities, Elbasan was chosen as the most suitable pilot site location by the Water Resources Management Agency.

The justification for this choice was that the municipality of Elbasan has been particularly vulnerable to climate induced risks in recent years. A particular issue already highlighted by the Municipality of Elbasan, is the

increased risk of floods due to persistent air, water and soil pollution, degraded forests and erosion which may lead to landslides as well as outdated sewage systems. The pilot project will be implemented in close cooperation with local authorities and interest groups, including women and youth representatives. Vulnerabilities and exposure as the two components of risk will be mapped to identify suitable interventions.

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. As mentioned above the main institutional partners in Albania are the Ministry of Tourism and Environment and the Water Resources Management Agency. At site level, the Municipality of Elbasan (Mayor and City Council, but also the NGO sector and local communities/beneficiaries) 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

Elbasan is located about 50 kilometres from Tirana, in central Albania and has around 240,000 inhabitants, it is an industrial city with water, soil and air pollution issues due to heavy industries presence (steel, metal and plastic production). The NbS intervention in the municipality of Elbasan will be done along the Shkumbin river with the purpose of mitigating flood effects.

Shkumbini River is located in central Albania and is 181 km long with a catchment surface of 2,445 km<sup>2</sup>. The river takes its sources in the Valamara mountains (2,373 metres) and flows into the Adriatic Sea northwest of Divjakë. Along its course, it receives tributaries of secondary importance like Rapuni, Gostima, and Zaranika.

Chemical analyses taken from the Shkumbin river showed high values for some chemical elements such as iron, nitrites, ammonium, which was probably due to the mining areas upstream and to the metallurgical complex of Elbasan. As a consequence, the biodiversity in the estuary area is reported to have been seriously affected. Since the drastic reduction in activities of the metallurgical industrial complex, no complete analysis report was made available, but it is believed that the quality of the water has improved (Lushaj et al., 2016).

Floods regularly occur along Shkumbini River (UNDP & WMO, 2011). Flooding also occurs in the Divjake–Karavasta National Park from the Shkumbini and Semani rivers. Like Semani, Shkumbini basin is experiencing high levels of land erosion, with measures to prevent erosion missing or being inappropriate (Ministry of Tourism and Environment of Albania, 2016).

As a consequence, Shkumbini River was included in 2016 by the Ministry of Tourism and Environment of Albania as a key area for implementing green measures to “protect and adapt agriculture against sea-level rise” under the Adaptation Plan. The measures include the restoration of agricultural areas and wetlands, and the maintenance and upgrade of flood embankments in North and South of Shkumbini river outlet.

In addition, the Elbasan reforestation project has initiated activities for restoring degraded areas along Shkumbin riverbed, which is a first step for reducing erosion and flood risk in this area.

Lastly, the river is surrounded by three protected areas (Divjake–Karavasta National Park on the coast, and Shebenik-Jabllanice National Park and Kukurman Nature Park inland), which represent a great potential for implementing Nature-based Solutions based on protected areas management.

An [Ecological Restoration](#) approach will be applied that aims to regain ecological integrity and enhance human well-being in degraded landscapes through a variety of place-based interventions. These interventions are diverse and could take different forms, below we have provided a few examples of potential interventions in Shkumbini River area (the list is non-exhaustive):

- Restoration of wetlands for flood prevention and water treatment;
- Ecological restoration of degraded lands and riverbanks to prevent erosion and soil loss;
- A combination of green and grey infrastructure to reduce erosion and prevent floods and landslides;
- Restoration of agricultural areas, and development of agroforestry systems;
- Improved management of Shebenik-Jabllanice National Park and Kukurman Nature Park for flood prevention and disaster risk reduction;

This consultancy will coordinate a series of NbS baseline assessments in Albania to restore and sustainably manage degraded lands by **identifying areas that are suitable for restoration** (prioritise areas particularly for mitigating floods and landslides, for erosion control) **and recommend interventions** that are tailored to the needs of local communities, businesses, and land management actors. A key element of this consultancy, besides providing technical advice on hydrology matters, will be **effective interdisciplinary coordination**, working with experts supporting the GIS, socio-economic and, biodiversity and/or urban planning, gender analyses, and field data collection and analysis as inputs in the process. Necessary skill set and experience for this are a prerequisite for the hydrological engineer that will be the lead consultant (team leader role).

The consultant will work closely with IUCN's project management team, the IUCN Global Water Programme, technical personnel from the Municipality of Elbasan, URI, local consultants and/or experts and will be responsible for the following tasks:

1. **Inception Workshop** and inception report

- With support from the PMT coordinate and facilitate the organisation of an inception workshop and the delivery of an inception report. The workshop's purpose is to gather all relevant stakeholders for the NbS baseline assessments, notably but not limited to the other multidisciplinary experts that will input into the assessments, national authorities, expert organisations, the Municipality of Elbasan, CSOs, women-led groups and private actors. During the workshop, each party will present their scope of work and availability of data, on-going projects and activities that are of interest for the successful completion of the NbS baseline assessments. Each of the consultants will submit ahead of the workshop a draft work plan with defined timelines for identified actions and will take full note of how their work will interact and feed into the final report.

2. **Preparatory Analysis** (desktop analysis)

- Organise consultation meetings with local stakeholders on the NbS baseline assessments, to assess the local challenges and priorities (creating theory of change); data needs and communicate road map for final NbS baseline report and validation of its outputs.
- Compile baseline information resulted from analysis conducted by field experts and complement with additional research pertaining to the Municipality of Elbasan to prepare (a) Stakeholder Analysis including a gender analysis; (b) Scoping Study (e.g. local challenges, most vulnerable sites, risk of floods due to degraded forests and erosion, which may also lead to landslides, local priorities, key policies, existing programmes and planning for climate change adaptation and disaster risk reduction etc.) (c) Preliminary list of Nature-based Solutions, with a strong emphasis on the water management sector suitable to the local context.

3. **Data Collection and Analysis**

- Work with the GIS consultant to collect the hydrological, biophysical, socio-economic and gender data needed for GIS Spatial analysis. Compile inputs from gender-socio-economic and biodiversity and/or urban planning experts who will provide additional data and analysis for integration:
- Facilitate coordination and consultation process with GIS consultant and local stakeholders to validate (a) Ecological Restoration Objectives, Opportunities and Priority Maps for flood/landslide mitigation and enhancing local resilience and (b) associated data tables and narratives;
- Compile the information from biodiversity and ecological restoration expert (specialised in urban and peri-urban restoration) to produce final list of NbS interventions in the water sector taking into consideration the ADAPT project objectives and local socio-economic, climate vulnerability and biodiversity needs.

4. **Integration of gender analysis, socio-economic and policy analyses**

- Compile the analysis provided by the socio-economic expert with a strong focus on gender and field experts with regards to the socio-economic analysis, gender analysis, and policy analysis. Additional desk-based research will be undertaken to complement and develop final NbS baseline report at the Municipality level with the chapters on (a) Socio-Economic Analysis; (b) Gender and Inclusive Governance Analysis - assessment of the current decision-making and institutional power of women and vulnerable groups, their representation in governance at different administrative levels, and the institutional and capacity gaps that could be addressed as well as the potential entry points and activities for a "gender responsive" approach to implementation; (C) Climate Change Policy Analysis of national and sub-national policies and the extent to which key success factors and enabling conditions including capacity and resources for implementation of pilot project are in place to facilitate restoration at scale.

5. **Development of NbS baseline assessments final report and recommendations**
  - Combine all outputs and analysis as per tasks 1-4 above to build a NbS baseline assessments final report for the Municipality of Elbasan with key recommendations emerging for the design of the pilot project.
  - Early Draft/considerations for the future Monitoring and Evaluation Framework building on **NbS baseline assessments** outputs.
  - Provide necessary input to validation workshop and collect inputs from the stakeholders. The following deliverables will be presented at the validation workshop (a) power point presentations of key results of **NbS baseline assessments** (as per tasks 1-4); (b) a draft Municipality **NbS baseline assessments** report with recommendations for the pilot project design and (c) the early draft of the Monitoring and Evaluation Framework for the pilot.
  
6. **Pilot project design**
  - Based on the feedback and inputs received at the Validation workshop, the following final deliverables will be submitted: Finalized Municipality of Elbasan **NbS baseline assessments final report** and a set of recommendations for the pilot project design and potential pathways for local and external financiers.

Please note the inception and validation workshops will be organised with full support from the ADAPT PMT. This implies the PMT team will be involved in providing all logistical support for the workshop organisation, as well as workshop follow-up (minutes).

### Expected deliverables and tentative timeframe

	Task	Deliverable	Tentative timeline
1	Delivery of an inception report and coordination and facilitation of inception workshop	<ul style="list-style-type: none"> <li>- Delivery of inception report, containing methodology used to achieve the assignment goals, and detailed work plan with timeline and identified actions,</li> <li>- Coordinate and facilitate inception workshop</li> </ul>	<p>22 December 2021</p> <p>30 January 2022</p>
2	Preparatory Analysis at the Municipality level	Compile baseline information based on: <ul style="list-style-type: none"> <li>- Initial Consultation Meeting/Report</li> <li>- Stakeholder analysis</li> <li>- Scoping study for pilot project</li> <li>- Preliminary list of NbS interventions (ecological restoration measures)</li> </ul>	15 January 2022
3	Data Collection and Analysis	<ul style="list-style-type: none"> <li>- Coordinate consultations with GIS consultant on the development of NbS Interventions/Ecological Restoration Opportunities and Priority Maps, data tables and narratives</li> <li>- Coordinate consultations with biodiversity and/or ecological restoration experts in order to establish the data needs for the state of biodiversity report and options for net improvements report.</li> <li>- Refined list of NbS interventions (ecological restoration measures)</li> </ul>	15 February 2022
4	Integration of gender analysis, socio-economic and policy analyses	Consolidate the analysis on <ul style="list-style-type: none"> <li>- Socio-Economic Analysis;</li> <li>- Gender and Inclusive Governance Analysis;</li> <li>- Climate Change Policy Analysis.</li> </ul>	15 March 2022
5	NbS baseline assessments - consolidated draft report	<ul style="list-style-type: none"> <li>- Consolidated draft of the NbS baseline assessments <b>report</b> with recommendations</li> <li>- Inputs for the Monitoring and Evaluation Framework</li> </ul>	15 April 2022

		- Facilitate validation workshop (Power point presentations)	
6	Pilot project design	- Final NbS baseline assessments report in the Municipality of Elbasan - Finalised recommendations for the pilot project design, including potential pathways for local and external financiers, as well as potential constraints.	15 May 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 hydrological engineer consultant and the ADAPT project management team.

### Resources

Read more about the guidelines and tools used during application of ecological restoration principles and approaches:

1. [Conservation tools | IUCN](#)
2. [Ecological restoration for protected areas: principles, guidelines and best practices | IUCN](#)
3. [Restoration Opportunities Assessment Methodology \(ROAM\) | IUCN](#)
4. Gender-responsive restoration guidelines - <https://portals.iucn.org/library/node/46693>
5. Biodiversity guidelines for forest landscape restoration opportunities assessments - <https://portals.iucn.org/library/node/47713>
6. The Restoration Diagnostic - [https://www.wri.org/sites/default/files/WRI\\_Restoration\\_Diagnostic\\_0.pdf](https://www.wri.org/sites/default/files/WRI_Restoration_Diagnostic_0.pdf)
7. Restoration Opportunities Optimization Tool (ROOT). <https://naturalcapitalproject.stanford.edu/software/root>

### Duration of the assignment

The duration of this assignment will last over the period from the signing of the contract to **30 July 2022**.

### Meetings and travel

The consultant will participate in a number of physical meetings and consultations for validating **NbS baseline assessments final** outputs. This will require travel that will be subject to IUCN's travel policy and potential COVID-19 travel restrictions in place at the time of planned travel.

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. Travel to the pilot site and to key project meetings and consultations in the region will be required as necessary. Where possible in-person meetings will be prioritised, but if these are not possible due to COVID-19 travel restrictions and measures, then virtual meetings and validations will take place.

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

### Responsibilities and communication

The consultant is mandated by IUCN for all the tasks and deliverables mentioned in above sections. All deliverables need to be submitted to IUCN ECARO in English by the given deadline.

### Pricing information

The maximum available budget for this consultancy is estimated at **EUR 22,500**, excluding assignment-related travel costs. All costs i.e. accommodation, transport and subsistence costs will be reimbursed based on real costs incurred.

**Experience and qualifications**

The consultancy is open to individuals with the following expertise:

- Demonstrated expertise



### 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 85%, Financial Weighting Factor 15%, 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 civil engineering, hydrology and/or hydrological engineering, natural resource management, climate change adaptation and/or disaster risk reduction.	40
2. Quality of the project methodology and work plan.	30
3. Qualifications of the expert related to local understanding, practical solution orientated experience and understanding of relevant legal context and governance arrangements in Albania.	15
4. Price score.	15
<b>Total Score</b>	<b>100</b>

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

$$PS = 15 \times LP/PP$$

Where:

PS is the Price Score of the offer under evaluation;

15- 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 hydrological engineering, nature-based solutions applied to the water management sector and/or disaster risk reduction, riverbanks and wetland restoration, ecological/ecosystem restoration.
- 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 Albania. 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] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[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](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