



Request for Proposals (RfP)

Consultancy Services for Implementation of Scaling Up Mountain Ecosystem based Adaptation: Building evidence, replication success, and informing Policy project field Activities at Panchase Area of Kaski District

IUCN Nepal Country Office, Programme Unit/ Mountain EBA Project

Issue Date: 12th January, 2022

Closing Date and Time: 26th January, 2022

IUCN Contact :

Name : Ms. Anu Adhikari
Title : Senior Programme Officer
IUCN Nepal Country Office
Tel: +977 01 5428781
Fax: +977 1 5436786
anu.adhikari@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 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 *“Implementation of Scaling Up Mountain Ecosystem based Adaptation: Building evidence, replication success, and informing Policy project field Activities at Panchase Area*

of Kaski District". The detailed Terms of Reference / description of the Requirement 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	12th January, 2022
RfP Closing Date and Time	26th January, 2022 by 5:30pm NST
Estimated Contract Award Date	2nd February, 2022

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.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "Proposer's Declaration" and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

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 **18th January, 2022**

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of you 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 5:30 pm NST on 26th January, 2022 by **email to: info-np@iucn.org**. The subject heading of the email shall be **[RfP – [Consultancy Upscaling EbA] - [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.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and no later than [9:00 am] on [27th January, 2022], please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please **DO NOT** email the password before the deadline for Proposal submission.

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 (ToR)

BACKGROUND/CONTEXT OF ASSIGNMENT

International Union for Conservation of Nature (IUCN) has been implementing the projects on Ecosystem based Adaptation (EbA) around the world. As the first flagship project in Nepal, IUCN implemented Ecosystem based Adaptation for mountain ecosystems in the Panchase Mountain Ecological region from 2011 to 2016. The aim of this global project was to strengthen the capacities of three countries (Nepal, Peru and Uganda), which are particularly vulnerable to climate change impacts in ecosystem-based adaptation approaches. The project was targeted to strengthen ecosystem resilience of these countries and reduce vulnerability of local communities with particular emphasis on mountain ecosystems.

The pilot site for Mt. EbA project was Panchase area belonging to Kaski, Parbat and Syangja districts. The area is vulnerable from climate change, with negative impacts on forests, water resources, agriculture and biodiversity. The project was designed on the premise that the social/human adaptation is best achieved by ensuring the continued provision of ecosystem services and enhancing human capacities to address on current challenges and future uncertainties, especially in context such as the mountains of Nepal where communities are still significantly dependent on ecosystem services for their primary livelihood. The project had four major components (i) the development of methodologies and tools for mountain ecosystems; (ii) the application of the above tools and methodologies at the national level; (iii) the implementation of EbA pilots at the ecosystem level; and (iv) the formulation of national policies and building an economic case for EbA at the national level. IUCN was responsible for execution of component three of this project.

After the successful completion of the Mountain EbA project, IUCN designed the second phase project, in partnership with The Mountain Institute (TMI), to continue to build on the efforts as well as to scale up the best results of the first phase. The project entitled “Scaling Up Mountain Ecosystem-Based Adaptation: Building evidence, replicating success, and informing policy” received support from the Federal Ministry for the Environment, Nature Conservation, Building and Nuclear Safety (BMUB) of Germany. This is a global project and was implemented in Nepal, Peru, Uganda, Kenya, Bhutan, and Columbia from June 2017 to December 2019 in partnership with TMI. Now the project will be implemented in leadership of IUCN and will lead project activities in Nepal and Uganda, as well as expansion activities in Colombia, Kenya and Bhutan and support and coordinate with the Institute de Montana on project implementation in Peru from October 2020 to November 2022.

The overall project outcome is “Effective and sustainable EbA measures for mountains are applied and up-scaled and planned for application in other mountainous regions in South America, East Africa, and South Asia and shared globally by key actor”. Achieving this outcome will directly and indirectly contribute to ecosystem resilience, sustained ecosystem services, reduced disaster risks, and diversified and sustainable livelihoods-all underpinning climate change adaptation. This project will consolidate and replicate effective and sustainable EbA measures in Mountain Flagship sites and countries and enable their expansion to other mountain regions in East Africa, South Asia, South America, and globally.

In Nepal the project will be implemented in two areas. In Panchase area of western Nepal, the project is continuing its activities to build on Ecosystem-based Adaptation efforts and in Chilime sub-watershed area of Rasuwa district of Central Nepal, the project is scaling up and replicating the best results of Mountain EbA project.

Since one of the selected sites for project is Panchase, which is a protected forest and has been a focus of national, regional and local development strategies and plans considering its high natural resource significance as well as its potential for eco-tourism. The Panchase region comprises the headwaters of three river systems, namely the Harpan Khola, Andhi Khola and Rati/Jare Khola with watershed areas of 135 km², 59 km² and 88 km² respectively, and which feed into the Seti, Modi and Kali Gandaki rivers, respectively. The entire

Harpan/Firke Khola watershed lies within the Panchase region the main stem of the watershed has a slope of 1.14 percent up to its confluence with Phewa Lake. The Panchase region has 13 sub watersheds.

To implement the project activities, Harpan Khola Sub Watershed in Panchase Area and Chilime sub-watershed (Particularly Gatlang, Tatopani and Gongang) in Rasuwa was selected to conduct its activities in partnership with local government and non-government institutions. Therefore, before continuing the project activities, IUCN Nepal intends to select potential local organizations for implementing project activities at field level.

OBJECTIVES/SPECIFIC TASKS

The main objective of this assignment is to implement filed activities at Harpan Khola Sub Watershed of Panchase, Kaski district, as well as to conduct a few consultations at the district and community levels.

The major tasks and responsibilities of Local organization from Kaski district will be as follows:

- a. Lead field-level activities implementation in Panchase area of Nepal
 - i. Monitor and adapt Mountain EbA measures at local levels with communities, government and other stakeholders
 - Continue implementation of selected, at least six, EbA measures focusing on ecosystem restoration, conservation farming and livestock management under the principle of Adaptive management
 - Identify at least one New effective and sustainable EbA measure and test at field level
 - Share the benefits, applicability, lessons learned, knowledge and policy implications of Mountain EbA measures with key stakeholders
 - Provide support directly from the project to at least 300 people (60% female) to adapt to CC or to conserve ecosystem and monitor the filed level activities
 - Supervise, monitor and evaluate the project activities at field level and evaluate number of EbA measures for possible continuation
 - Conduct meeting with stakeholders as per necessity
- b. Support in coordinating with the local stakeholders, support in organisation of workshops and policy dialogues at province and local levels, communicate with political partners, and deliver products such as case studies, success stories etc.
- c. Submit, in a timely manner both technical and financial reports to IUCN Nepal as per agreement
- d. Submit, in a timely manner, quarterly work plans and deliverables to IUCN Nepal
- e. Participate in local level workshops and meetings and share the project activities and learnings.

PROJECT AREA

The proposed assignment will be carried out in Harpan Khola Sub Watershed area of Panchase, Kaski district.

DURATION OF ASSIGNMENT

The duration of the assignment is Seven months, beginning from February 2022 to August 2022.

DELIVERABLES AND DELIVERY TIME TABLE

The timetable for the delivery of outputs is as follows:

SN	Description	Deadline
1.	Inception Report	15 February 2022
2.	First Technical and Financial Reports along with workplan	15 April 2022
3.	Second Technical and Financial Reports along with workplan	15 July 2022
4.	Third and Final Technical and Financial Reports along with original materials related to project	30 August 2022

REQUIRED ROLES AND RESPONSIBILITIES

- Conduct meetings and consultations, discussions with respective group of stakeholders and also conduct KII, wherever necessary, to implement the project activities and collect the required information.
- Collect project related data and information and analyse it and submit to IUCN Nepal.
- Submit all the project activity related photos and images to IUCN Nepal
- Submit all the reports in both hard and soft copies to IUCN Nepal

BUDGET

Maximum Budget for the Assignment/Consultancy Services is: NPR 10,00,000/-

SUBMISSION OF PROPOSAL

As mentioned in the Article No 1.7.

PART 3 – THE EVALUATION MODEL

Proposal Evaluation Method: Quality and Cost Based Selection (QCBS)

1. Technical Proposal Evaluation (80): at least 60 to qualify

Particulars	Full Marks
1. Relevant Experiences of the Organization	20
2. Financial Standing of the Organization	5
3. Description of Approach, Methodology, Work Plan and Staffing	30
4. Work Schedule	5
5. Team Composition	5
6. CVs of Team members	15
Total Full Marks	80

2. Financial Proposal Evaluation (20)- The lowest evaluated Financial Proposal is given the maximum 20.

Formulae: $20 \times (\text{Lowest Amount} / \text{Bidders Amount})$

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 for company/organisation or self-employed individual as applicable and include this in your proposal.

4.2. Technical information/Service Proposal

Required Documents

1. Letter of Authorization / Power of Attorney to Sign the Proposal
2. Certificates of Legal Status and Eligibility (Registration, VAT registration, Tax Clearances, Last Three Years Audit Reports, Name list and Contacts of Board of Directors)
3. Joint Venture Agreement, if any
4. Bidders/Proposer's Declaration (template attached)

Technical Proposal (1 to 7)

1. Technical Proposal Submission Letter

- **Bidder's Organization Profile** (brief organization profile including thematic focus, human resources, technical competence)

2. Financial Standings of the Organization (at least three years)

Description (in NPR)	FY 2020/21	FY 2019/20	FY 2018/19
Turn Over/Sales/Income			
Net Assets (Fixed Assets + Current Assets) – (Current Liabilities + Long Term Liabilities)			
Capital & Reserves			
Net Current Assets (Current Assets- Current Liabilities)			

3. Bidder's Experiences (List only previous similar assignments successfully completed in the last 5 Years)

Period	Assignment Name and Brief Description of main deliverables and output	Name of Donor/Client	Approximate Contract Value (in NPR)	Role on the Assignment
e.g. 01 Jan 2018 to 31 Dec 2018	Improvement Quality of Drinking Water	The World Bank	NPR 1,015,200.00	Consultancy
.....
<i>Add rows if required</i>				

4. Description of Approach, Methodology, Work Plan and Staffing for performing the Assignment

(Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.
Do not repeat the TOR here)

5. Work Schedule & Planning for Deliverables (example as below)

SN	Activities	Months						Total
		1	2	3	4	5	n	
A-1	Deliverables 1							
	Sub Activities 1.1							
	Sub Activities 1.2							
	Sub Activities 1.3							
	Sub Activities 1.4							
 etc..							
A-2	Deliverables 2							
...								
....								
A-4	Reporting							
	Inception Report							
	Progress Report							
	Final Report							
							
	<i>Please add rows and columns if needed</i>							

6. Team Composition (Key Experts)

SN	Full Name of Expert	Designation	Input (person-month)						Responsibilities
			A-1	A-2	A-3	A-4	A-....	Total	
1	Ms. XYZ	Team Leader	1.0	0.5	0.25	0.5	2.25	
.....								
	<i>Please add rows and columns if required</i>								

7. Signed Curriculum Vitae of Team Members (Key Experts only)

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 inclusive of Value Added Tax.

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in Nepalese Currency (NPR).

Rates and Prices (in format as below)

1. Financial Proposal Submission Letter
2. Financial Proposal (Example as below)

(in Organization's Letterhead)

Financial Proposal

SN	Description of the Costs	Unit	Quantity	Rate
F-1	Key Activities cost			
F-1.1.				
F-1.2				
F-1				
F-2	Key Experts Fee			
F-2.1	Expert 1	man-month/man days		
F-2.2	Expert 2	man-month/man days		
F2.....			
F-3	Support Staff Fee			
F-3.1	Support Staff 1	man-month/man days		
F-3.2	Support Staff 2	man-month/man days		
F-3.....			
F-4	Out of Pocket Expenses			
F-4.1	DSA/Accommodation	Day		
F-4.2	Travel	LS		
F-3.3	Consumables (Stationery, Communications, etc..)	LS		
F-3.4	Reproduction of Reports (Printing, Photocopy, etc..)	LS		
F-5..... add rows if required			
	Sub Total			
	13% VAT			

	Grand Total			
--	--------------------	--	--	--

(In Words.....)

Submitted By

Signature:

Name and Designation:

Organization Name

Organization Seal:

Date:

4.4. Non-price commercial information

Not Applicable

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for [name of project/requirement]. 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.

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

CONSULTANCY AGREEMENT (the "Agreement")

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "**IUCN**"),

and

[full legal name of other party], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter "**Consultant**")

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

PREAMBLE

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

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

[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], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the "Services").

1.2 The Consultant will assign [name of the person(s) and title(s)] (the "Key Personnel"), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

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

performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

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

3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

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

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

4.1. The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

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

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

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

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

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

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN's written acceptance of all Services or after the Agreement end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

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

6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

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

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

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

8. CONFIDENTIALITY

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

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

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

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

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for

the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

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

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

11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

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

12. COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [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. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

14.1 IUCN recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. PROCESSING OF PERSONAL DATA

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

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

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such

signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]

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