



Request for Proposals (RfP)

Fostering Water and Environmental Security in the Ma and Neun/Ca Transboundary River Basins and Related Coastal Areas

Viet Nam Country Office, Project, Consultant(s) to collect and process data for preparation of a Transboundary Diagnostic Analysis and associated studies in the Ma and Neun/Ca River Basins.

RfP Reference: IUCN-26-3- RQ000586-01

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

- 1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your Proposal.

IUCN Contact: Dr. Nguyen Duc Tuan, Chief Technical Advisor, *Fostering Water and Environmental Security in the Ma and Neun/Ca Transboundary River Basins and Related Coastal Areas*, tuan.nguyenduc@iucn.org

3. PROCUREMENT TIMETABLE

- 3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
10 March 2026	Publication of the Request for Proposals
15 March 2026	Deadline for expressions of interest
16 March 2026	Deadline for submission of questions
18 March 2026	Planned publication of responses to questions
20 March 2026	Deadline for submission of Proposals to IUCN (" Submission Deadline ")

DATE	ACTIVITY
21 March 2026	Clarification of Proposals
24 March 2026	Interviews / site visits / presentations
27 March 2026	Planned date for contract award
30 March 2026	Expected contract start date

3.2. Please email the IUCN contact to express your interest in submitting a Proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement.

4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder's name is the name of the company/organisation on whose behalf you are submitting the Proposal, or your own surname if you are bidding as a self-employed consultant. Your Proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

Pre-Qualification Criteria	
1	3 relevant references of clients like IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years

4.4. *Technical Proposal*

The Technical Proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).

Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN's discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN's approval.

IUCN will evaluate Technical Proposals with regards to each of the following criteria and their relative importance:

	Description	Information to provide	Relative weight
1	Technical Approach and Methodology	Interested suppliers are requested to submit: <ul style="list-style-type: none"> – Understanding of ToR and data collection scope – Proposed methodology for data collection, verification, and quality control across all technical domains (hydrology, water quality, socio-economic, governance) – Data management and standardization approach – Stakeholder engagement and coordination strategy – Quality assurance and metadata documentation plan 	30%
2	Activity Work Plan	Detailed work plan including: <ul style="list-style-type: none"> – Timeline showing activities by week/month for data collection across all 75+ data requirements – Phasing of data collection by domain and province – Key milestones and deliverable schedule – Resource allocation and team deployment plan – Risk management and contingency measures 	20%
3	Multi-Disciplinary Team Qualifications	Demonstrate technical expertise through: <ul style="list-style-type: none"> – CVs of key team members (Team Leader, Experts) – Relevant academic qualifications and professional certifications – Experience in water resources, environmental, and socio-economic data collection 	30%
4	Past Performance and Institutional Access	Provide evidence of: <ul style="list-style-type: none"> – Previous contracts in multi-provincial data collection for river basin or transboundary assessments – Successful engagement with Vietnamese government agencies (DWRM, VNMHA, VEA, NAWAPI, DONREs, DARDs) – References from previous clients (government agencies or international organizations) – Company profile showing institutional relationships and provincial networks 	20%
TOTAL			100%

4.5. *Financial Proposal*

4.5.1. The Financial Proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your organisation and to include them in your Financial Proposal.

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in [VND].

4.5.5. *Breakdown of rates and prices*

For information only, the price needs to be broken down as follows:

	Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				
5				
6				
	Sub-total before VAT			
	VAT (if any)			
	Gross amount			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered in the evaluation.

4.7. Your Proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. *Withdrawals and Changes*

You may freely withdraw or change your Proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. **EVALUATION OF PROPOSALS**

5.1. *Completeness*

IUCN will firstly check your Proposal for completeness. Incomplete Proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only Proposals that meet all the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your Proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your Proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your Financial Proposal will receive a score calculated by dividing the lowest Financial Proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your Financial Proposal.

Thus, for example, if your Financial Proposal is for a total of CHF 100 and the lowest Financial Proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.5. *Total Score*

Your Proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical: 70%
Financial: 30%

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

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose Proposal achieves the highest total score.

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All Proposals must be received by the submission deadline in Section 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate Proposals. The contract will be awarded to the bidder whose Proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring Proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of Proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
- 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
- 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
- 7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. To participate in this procurement, you must meet the following conditions:
- Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
 - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
 - Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your Proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect requirements from the donor funding this procurement.

11. ABOUT IUCN

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

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

www.iucn.org

<https://twitter.com/IUCN/>

12. ATTACHMENTS

Request for Quotation / Consultancy Application
Data Collection Consultancy — Ca Ma TDA Project

Project code:	Strengthening Water Security and Environmental Sustainability in the Transboundary Ma and Non/Ca River Basins and Associated Coastal Areas — P03794
File code:	RQ000586
Issuing organisation:	IUCN Vietnam
Duration:	30 calendar days from the date of contract signing
Application deadline:	20 March 2026
Submission email:	tuan.Nguyenduc@iucn.org ; thinh.tranduc@iucn.org ;

1. Title:

Consultant(s) to collect and process data for preparation of a Transboundary Diagnostic Analysis and associated studies in the Ma and Neun/Ca River Basins.

2. Objective of the Consultancy

This consultancy aims to systematically collect, process, clean, and consolidate all datasets required from Vietnam for the Transboundary Diagnostic Analysis (TDA) of the Ma and Non/Ca river basins, transforming raw data into standardised, quality-assured, and policy-compliant information to directly support the development of evidence-based thematic analyses.

3. Background

Project Reference: Fostering Water and Environmental Security in the Ma and Neun/Ca Transboundary River Basins and Related Coastal Areas - P03794
RfP Reference: RQ000586

4. About IUCN

The International Union for Conservation of Nature (IUCN) is a global membership organisation comprising governmental and civil society organisations. It provides knowledge and tools to governments, the private sector, and non-governmental organisations to enable environmentally sustainable development and the conservation of biodiversity. More information: www.iucn.org

5. About the Project

The Ma and Neun/Ca catchments support a wide variety of biodiverse landscapes and numerous ecologically significant sites. This extensive network supplies all the ecosystem

services needed by over 8.5 million people (2018). However, the system faces threats from human activities and climate change. Without urgent action, the balance between the catchments' renewable resources and human pressures will continue to be compromised deteriorate.

The "Preparation of a Transboundary Diagnostic Analysis (TDA) and associated studies in Lao PDR and Viet Nam", under the project "*Fostering Water and Environmental Security in the Ma and Neun/Ca Transboundary River Basins and Related Coastal Areas*", is implemented by SNV in collaboration with the Environment & Ecology Institute (EEI). It focuses on enhancing transboundary cooperation, establishing river basin management frameworks, strengthening water and environmental security and promoting gender equality.

This is the first bilateral GEF project between the two countries, addressing shared challenges such as hydropower impacts on river flows and sediment loads, deforestation and land-use changes affecting hydrology and ecosystems, agricultural expansion and increasing water withdrawals impacting environmental flows, pollution from point and non-point sources degrading water quality, socio-economic vulnerabilities including poverty and gender inequalities in water management, and climate change exacerbating floods, droughts, forest fires, seawater intrusion, and habitat loss in coastal zones (e.g., mangroves, wetlands, fisheries).

The project's overall objective is to enable Viet Nam and Lao PDR to address freshwater resource management and ecosystem health through transboundary cooperation, joint fact-finding, information exchange, and sustainable practices. A key component is the development of a Transboundary Diagnostic Analysis (TDA) for each basin, which is a science-based, participatory process to identify transboundary issues, their root causes, and priorities for action.

The assignment focuses on data collection in the Viet Nam provinces, namely: Ma and Ca river basin, including Dien Bien, Son La, Nghe An, Thanh Hoa, Ha Tinh to support the TDA under Outcome 1: Consensus on key transboundary concerns, including climate change, reached through joint fact-finding to strengthen cooperation and enable remedial actions.

6. Scope of Work

To successfully deliver the project tasks, an individual or organisational consultant will be engaged to carry out the following:

- Inception and Work Planning: Review and confirm the full data inventory to be collected (66 items organised into 7 thematic groups in Annex A); prepare an Inception Report and Work Plan defining data collection and processing procedures, metadata standards, folder structure, and an implementation schedule by group.
- Preliminary assessment of data availability and collection feasibility for the Ma and Ca river basins; identify primary sources and anticipated gap risks for each thematic group.
- Review, assess, and classify collected data; evaluate reliability and compile a catalogue of documents and datasets by group.

– Data Cleaning and Standardisation: standardise variables, units, projections, and coding schemes; identify, document, and resolve data gaps and inconsistencies. Where data cannot be obtained from primary sources, the consultant must actively seek alternative/substitute sources and prepare a Data Gap Report with explanation.

– Prepare a data processing synthesis report for each thematic group and a final overall synthesis report covering the entire assignment.

7. Deliverables and Implementation Schedule

All deliverables must be prepared in Vietnamese (primary) and English, submitted digitally (via secure cloud link or encrypted USB) and in printed form as specified per group. Each dataset and report must include metadata, data sources, and processing notes to ensure traceability and reproducibility.

The data inventory is organised into 7 thematic groups (G1–G6b); each group has its own deliverables and completion schedule. Detailed data item lists per group are provided in Annex A. The consultant is required to prepare a Data Gap Report for any data item that cannot be collected from primary sources, stating the reason, steps taken, and alternative options if available.

Deliverable	Content	Deadline
D0 Inception Report	<p>Inception Report and Work Plan (3–10 pages), comprising:</p> <ul style="list-style-type: none"> Proposed data processing inventory (Excel): all 66 data items by group, with feasibility assessment for each item Data collection and processing framework by group: file naming conventions, metadata standards, folder structure Work plan by group, responsibility assignment, coordination mechanism with IUCN, EEI, SNV Risk register: anticipated data gaps and contingency measures by group <p><i>Soft copy: DOCX + PDF; Hard copy: 1 printed set</i></p>	<i>Within 1 week of contract signing</i>
G1: Hydrometeorological Data & Water Quality	<p>Deliverables:</p> <ul style="list-style-type: none"> Processed data files (CSV/XLSX), QC-checked, with metadata sheet per dataset Station location map (PDF or GIS shapefile) Summary table of parameters by station and time period (Excel) Group 1 synthesis report (VI/EN) <p><i>Soft copy: CSV/XLSX + DOCX/PDF; Hard copy: 1 printed report</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p>	<i>Week 2 (Day 14)</i>
G2: Maps & Spatial Data (GIS)	<p>Deliverables:</p> <ul style="list-style-type: none"> All GIS layers standardised to WGS84 or VN-2000, with .prj file, openable in QGIS/ArcGIS 	<i>Week 2 (Day 14)</i>

Deliverable	Content	Deadline
	<ul style="list-style-type: none"> • GIS inventory (Excel): layer name, source, year, resolution, coordinate system, file path • Notes on LULC time-series coverage obtained vs. requirements • Group 2 synthesis report (VI/EN) <p><i>Soft copy: SHP/TIF/GPKG + XLSX + DOCX/PDF; Hard copy: 1 printed report</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p>	
G3: Statistical Yearbooks & Sector Reports	<p>Deliverables:</p> <ul style="list-style-type: none"> • Original publications scanned or in digital format (PDF), by province and national level • Standardised summary table (Excel): key indicators for 5 provinces in comparable format • Source register: publication title, publisher, year, ISBN/URL • Group 3 synthesis report (VI/EN) <p><i>Soft copy: PDF + XLSX + DOCX/PDF; Hard copy: 1 printed report and data table</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p>	<i>Week 3 (Day 18)</i>
G4: Governance, Permits & Compliance	<p>Deliverables:</p> <ul style="list-style-type: none"> • Official documents scanned, with signed confirmation letter from issuing authority • Water abstraction permit inventory (Excel): entity, location, type, issue date, flow/capacity • Pollution source inventory (Excel): type, location (GPS if available), permit status • Dam/reservoir operation summary table • Group 4 synthesis report (VI/EN) <p><i>Soft copy: PDF scans + XLSX + DOCX/PDF; Hard copy: 1 printed report</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p>	<i>Week 3 (Day 21)</i>
G5: Field Surveys & Interviews (5 provinces)	<p>Deliverables:</p> <p>Per province:</p> <ul style="list-style-type: none"> • Geotagged field photos (minimum 10 photos per province, GPS coordinates in EXIF or separate log) • Provincial Field Survey Report and adding data table <p>Overall synthesis:</p> <ul style="list-style-type: none"> • Group 5 synthesis report (VI/EN) <p><i>Soft copy: XLSX + DOCX/PDF + JPG; Hard copy: original signed records per province</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p> <p><i>Provinces: Dien Bien, Hoa Binh / Phu Tho, Thanh Hoa, Nghe An, Ha Tinh</i></p>	<i>Week 4 (Day 28)</i>

Deliverable	Content	Deadline
G6a: Existing Research & Technical Reports	<p>Deliverables:</p> <ul style="list-style-type: none"> • Document inventory (Excel): title, author, year, organisation, related DR code(s), file path • 1-page summary per document: objectives, key findings, relevance to TDA • Coverage matrix (Excel): rows = DR codes, columns = documents, marked when relevant • Group 6a synthesis report (VI/EN) <p><i>Soft copy: PDF + XLSX + DOCX/PDF; Hard copy: 1 printed report</i></p> <p>Data items in this group: <i>see Annex A for full list</i></p>	<i>Week 4 (Day 28)</i>
G6b: Specialised/other data	<p>Deliverables:</p> <ul style="list-style-type: none"> • Data / documents obtained (in available format) with metadata notes • Data Collection Report: per item — steps taken, contacts approached, outcomes • Alternative data table: for items not obtained, proposed substitute sources or estimation methods <p><i>Note: Payment for this group is prorated by the number of items actually obtained.</i></p> <p><i>Soft copy: available format + DOCX report; Hard copy: not required</i></p> <p>Data items in this group: <i>see Annex A for full list</i> <i>Sources: international databases (NASA, USGS, IGRAC, IUCN), bilateral arrangements</i></p>	<i>Week 4 (Day 28)</i>
D7 Final Data Package & Handover Presentation	<p>Final consolidated package integrating all groups G1–G6b:</p> <ul style="list-style-type: none"> • Complete file repository organised by folder structure /G1 to /G6b, each with README.txt • Master Data Register (Excel, 66 DR codes): status per item [Obtained / Partial / Substitute / Not obtained], file path, format, source, date received, • Final Data Processing Report (10–15 pages, bilingual VI/EN): methodology, key issues, overall gap analysis and recommendations • Handover presentation (PowerPoint, 15–20 slides): summary of what was obtained, what remains outstanding, and proposed next steps for the TDA team • USB drive containing all deliverables from D0 to G6b in final clean versions <p><i>Soft copy: all files + DOCX + PDF Hard copy: 1 bound set + USB</i></p>	<i>Day 30 (from contract signing)</i>

8. Required Qualifications and Experience

Both individual consultants and consultancy organisations are eligible to apply.

8.1. For Individual Consultants / Teams:

- University degree or higher in water resources, environmental science, hydrology, GIS, or a related field;
- 5–7 years of experience in data collection for water/environment projects, with demonstrated access to relevant data-holding agencies;
- Expertise in stakeholder engagement;
- Ability to work with government agencies;
- Proficiency in Vietnamese and English.

8.2. For Consultancy Organisations:

- Legally registered entity
- Team with 5–7 years of experience in relevant fields
- Demonstrated track record in data collection assignments
- Multidisciplinary capacity (e.g. 5–6 team members)
- Ability to liaise with relevant agencies
- Good English language proficiency

9. Travel Requirements

Field travel to project sites within Vietnam may be required. All related travel costs will be reimbursed in accordance with IUCN's travel policy. Travel insurance will be arranged and covered by IUCN.

10. Eligibility Conditions

Applicants must:

- Have no conflicts of interest
- Be Vietnamese citizens
- Be fully compliant with all applicable tax obligations
- Not have been convicted of environmental, financial, or ethical misconduct

11. Required Documents

Applicants must submit the following documents in PDF format:

1. Technical proposal (maximum 5 pages):
 - Demonstrate understanding of the assignment objectives and scope, including the 7-group structure;
 - Outline the proposed approach for identifying, accessing, and collecting data from relevant agencies by group;
 - Describe the quality assurance approach, data validation, and handling of data gaps (including alternative source searches and Data Gap Reports);
 - Provide a proposed 30-day work plan with a clear schedule by thematic group.
2. CVs of all team members
3. References: At least two references from similar assignments
4. Financial proposal — the following information is mandatory:

- Submit total contract value (lump sum, in VND): a single all-inclusive figure covering professional fees, all applicable taxes, and all costs necessary to complete the assignment. No additional costs will be accepted after contract signing unless agreed in writing by IUCN;
- Fee breakdown by deliverable group: disaggregate the total professional fee across deliverables D0, G1–G6b, and D7. For each group, state the number of working days estimated and the daily rate applied;
- Reimbursable costs (if any): itemise any anticipated out-of-pocket costs (e.g. field travel, printing) separately from professional fees. All reimbursables must be justified and will be subject to IUCN approval.

12. Submission Details

Application deadline:	20 March 2026
Email address:	tuan.Nguyenduc@iucn.org ; thinh.tranduc@iucn.org
Email subject:	[RfP code: RQ000586 – Applicant name]
Format:	All documents in PDF format. Do not send file-sharing links. If file size is large, split into multiple emails (e.g. Email 1/2, Email 2/2).

IUCN reserves the right to accept or reject any or all applications without providing reasons. Only shortlisted applicants will be contacted for further steps.

Annex A — Data Inventory

The table below lists all 66 data requirements organised by the 7 thematic collection groups.

Group	DR Code	Data Requirement (national level and provincial level — Dien Bien, Hoa Binh / Phu Tho, Thanh Hoa, Nghe An, Ha Tinh)	Source
G1	Group 1 — Hydrometeorological Data & Water Quality (10 items)		
<i>G1</i>	DR-058	Climate data: reference Evapotranspiration (ETo)	<i>Multiple source</i>
<i>G1</i>	DR-059	Climate data: Rainfall (daily or monthly, >20 yrs preferred, stations or gridded)	<i>Multiple source</i>
<i>G1</i>	DR-060	Climate data: Temperature (daily or monthly, >20 yrs preferred, same area as rainfall)	<i>Multiple source</i>
<i>G1</i>	DR-065	River flow data (daily or monthly) including station locations	<i>VNMHA</i>
<i>G1</i>	DR-084	Groundwater monitoring data — GW levels	<i>Multiple source</i>
<i>G1</i>	DR-090	Groundwater monitoring data — GW quality (raw monitoring data or unpublished reports for Son La and relevant parts of Dien Bien, Hoa Binh / Phu Tho)	<i>Multiple source</i>
<i>G1</i>	DR-094	Surface water quality monitoring stations — locations, network descriptions	<i>VEA (MAE)</i>
<i>G1</i>	DR-095	WQ monitoring stations — sampling frequency and period of record	<i>VEA (MAE)</i>
<i>G1</i>	DR-096	WQ monitoring data: turbidity/TSS, BOD/COD, nutrients (N, P), EC/salinity, pH, DO — basic parameters	<i>VEA (MAE)</i>
<i>G1</i>	DR-099	River cross-sections or bathymetric survey data	<i>VEA (MAE)</i>
G2	Group 2 — Maps & Spatial Data / GIS (10 items)		
<i>G2</i>	DR-026	GIS layers: settlements and villages	<i>Multiple source</i>
<i>G2</i>	DR-038	Land-use / land-cover (LULC) maps (existing EO products acceptable, 10–30 m historical maps preferred) — over time to show change: forest cover	<i>DAEs or MAEs</i>
<i>G2</i>	DR-042	Irrigated land maps (GIS)	<i>DAEs or MAEs</i>
<i>G2</i>	DR-043	Urbanisation maps (GIS)	<i>DAEs or MAEs</i>
<i>G2</i>	DR-044	General vegetation maps (GIS)	<i>DAEs or MAEs</i>
<i>G2</i>	DR-046	GIS of sub-catchments, basins, and rivers (accurate — not just Hydrosheds scale; include river topology, connectivity, and flow directions)	<i>Multiple source</i>
<i>G2</i>	DR-052	Maps (GIS): soil types (erodability)	<i>FAO</i>
<i>G2</i>	DR-054	Infrastructure maps (roads, canals, drains)	<i>Provincial agencies</i>
<i>G2</i>	DR-064	Basin and sub-basin hydrological descriptions (and water infrastructure inventory: locations and basic operational characteristics of dams, reservoirs, major abstractions/intakes, confluences, flow regulation structures: weirs, diversions, flood control structures), quantitative or qualitative	<i>Multiple source</i>
<i>G2</i>	DR-078	Hydrogeological maps	<i>NAWAPI</i>
G3	Group 3 — Statistical Yearbooks & Sector Reports (7 items)		

Group	DR Code	Data Requirement (national level and provincial level — Dien Bien, Hoa Binh / Phu Tho, Thanh Hoa, Nghe An, Ha Tinh)	Source
G3	DR-025	Population data (including seasonal variations — migration, tourism etc.), at province level (or higher resolution)	Provincial statistical yearbook
G3	DR-030	Age and gender disaggregation	Provincial statistical yearbook
G3	DR-032	Poverty and hardship indicators (proxies: poverty rates, remoteness)	Provincial statistical yearbook
G3	DR-034	Livelihood and employment statistics by sector and location, gender-disaggregated (agricultural and irrigation data; aquaculture and fisheries; hydropower and industrial activity including mining; tourism or ecosystem-based activities)	Provincial statistical yearbook
G3	DR-051	National forest statistics (annual or periodic)	Provincial agencies
G3	DR-067	National hydrology summaries or yearbooks	Multiple source
G3	DR-068	Any existing cross-border or other project hydrological datasets	Multiple source
G4	Group 4 — Governance, Permits & Compliance (3 items)		
G4	DR-009	Permitting procedures and guidelines (water abstraction/diversion, water infrastructure construction, wastewater discharge, mining)	DWRM/Provincial?
G4	DR-011	Water abstraction licence conditions and locations (major users — major irrigation schemes, hydropower, industry)	DWRM/Provincial?
G4	DR-073	Information on how water infrastructure (especially hydropower dams) is operated (rules or informal decisions), reservoir storage/release information; operation of significant weirs, diversions, or flood control structures	Multiple source
G5	Group 5 — Field Surveys & Interviews (10 items)		
G5	DR-003	Relevant report of downstream impact (pollution, low flows, sediments)	Provincial agencies
G5	DR-006	Transboundary agreements / MoUs at national and provincial level of Vietnam and Lao PDR	Provincial agencies
G5	DR-008	Forestry and land allocation policy documents (National)	Provincial agencies
G5	DR-012	Monitoring and enforcement reports (evidence of existence or lack of water abstraction, wastewater discharge, land use compliance), evidence of historical changes in monitoring effort	Provincial agencies
G5	DR-016	Government or NGO reports documenting pollution incidents	Provincial agencies
G5	DR-033	Water-related health and safety information (public health data linked to water-borne disease exposure)	Provincial agencies
G5	DR-055	GIS layers of hazards, exposure, and vulnerability	Provincial agencies
G5	DR-071	Water sources supplying each irrigation scheme (surface water, groundwater, mixed)	Provincial agencies
G5	DR-072	Irrigators' water pumping capacity per area (access to energy as a proxy)	Provincial agencies
G5	DR-074	Actual expansion of water infrastructure (investment, types of development, locations, size, construction and commissioning dates) — through conversations and reports	Multiple source

Group	DR Code	Data Requirement (national level and provincial level — Dien Bien, Hoa Binh / Phu Tho, Thanh Hoa, Nghe An, Ha Tinh)	Source
G5	DR-101	Published Lists / available information on known pollution sources (urban wastewater discharge locations)	<i>Provincial agencies</i>
G5	DR-102	Published Lists / available information on known pollution sources (industrial facilities, licensed and unlicensed locations)	<i>Provincial agencies</i>
G5	DR-103	Published Lists /available information on known pollution sources (mining locations — regulated)	<i>Provincial agencies</i>
G6a	Group 6a — Existing Research & Technical Reports (8 items)		
G6a	DR-021	Previous evaluations of hazard response mechanisms	<i>Multiple source</i>
G6a	DR-022	Existing assessments of governance capacity (including information on whether budgets and capacity for water level monitoring, water quality monitoring, ecosystem controls, and early warning systems are adequate for the need)	<i>Multiple source</i>
G6a	DR-027	Population served by water supply systems (urban/rural)	<i>Multiple source</i>
G6a	DR-037	Other administrative or statistical listings of: crop types by district/commune; agricultural and irrigation (including livestock numbers by administrative unit, location and design capacities of irrigation schemes); aquaculture and fisheries; industrial and processing facilities (including location and design capacities); artisanal activity; hydropower facilities (including location and design capacities); tourism or ecosystem-based activities	<i>Multiple source</i>
G6a	DR-079	Well maps	<i>Provincial agencies</i>
G6a	DR-105	Information on species and habitat status and any decline; information on ecological connectivity; ecological site condition classifications	<i>Multiple source</i>
G6a	DR-106	Ecological site maps / locations (basin-wide GIS) — ecosystems and biodiversity	<i>Multiple source</i>
G6a	DR-108	Existing hazard maps or reports (national or regional)	<i>Multiple source</i>
G6b	Group 6b — Specialised / Hard-to-Access Data — Best Efforts (12 items)		
G6b	DR-010	Information on access to land and water rights (qualitative description) — laws vs. reality	<i>Multiple source</i>
G6b	DR-019	Information on presence of early warning systems (flood and drought)	<i>Multiple source</i>
G6b	DR-024	Information on irrigation technologies and conveyance efficiency (national-level data also supported by field observations)	<i>Multiple source</i>
G6b	DR-036	Qualitative descriptions of livelihood types from: project reports; extension services; local interviews	<i>Multiple source</i>
G6b	DR-045	Irrigated area by crop and location (including spatial extent and boundaries of irrigation schemes / command areas)	<i>Multiple source</i>
G6b	DR-070	Basic management and operational characteristics of irrigation schemes (e.g. design vs. actual area irrigated)	<i>Multiple source</i>
G6b	DR-057	Earth Observation (EO) products indicating sediment plumes, channel change, or delta dynamics	<i>Multiple source</i>

Group	DR Code	Data Requirement (national level and provincial level — Dien Bien, Hoa Binh / Phu Tho, Thanh Hoa, Nghe An, Ha Tinh)	Source
<i>G6b</i>	DR-069	Existing literature on land-use impacts on hydrology in the area	<i>Multiple source</i>
<i>G6b</i>	DR-077	Previous studies on informal water use in the area	<i>Multiple source</i>
<i>G6b</i>	DR-083	Global groundwater stress datasets	<i>Multiple source</i>
<i>G6b</i>	DR-097	WQ monitoring data: metals and other contaminants — Hg (mercury), As (arsenic), Pb (lead), Cd (cadmium), Cr (chromium), Cu (copper), Zn (zinc), Ni (nickel)	<i>VEA (MAE)</i>
<i>G6b</i>	DR-098	Information on whether sediments are tested for heavy metals	<i>VEA (MAE)</i>
<i>G6b</i>	DR-100	Sediment load estimates (major deposition zones)	<i>VEA (MAE)</i>
<i>G6b</i>	DR-107	Species or habitat water requirements; habitat sensitivity to changes in flow, sediment, salinity	<i>Multiple source</i>
<i>G6b</i>	DR-109	Published climate-hazard attribution studies (regional)	<i>Multiple source</i>

Total: 66 DR items | G1: 10 | G2: 10 | G3: 7 | G4: 3 | G5: 13 | G6a: 8 | G6b: 15

Attachment 2 *Declaration of Undertaking* (select [2a for companies](#) or [2b for self-employed](#) as applicable to you)

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

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): _____

Registered Address (incl. country): _____

Year of Registration: _____

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International

Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

DECLARATION in relation to RfP <insert RfP reference>

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable, including Personal Data as defined by the European Union's General Data Protection Regulation (GDPR). I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature>



Attachment 3 Contract Template

TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

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

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

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

Table with 2 columns and 3 rows: 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:

5.1.1A 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;

5.1.2A 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

5.1.3A 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.

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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,

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

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

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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.

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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]



TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

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

WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:

- 6. READ ALL PROVISIONS;**
- 7. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;**
- 8. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);**
- 9. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;**
- 10. SHARE WITH OLA and FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)**

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

[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:

16. SERVICES

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

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

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

17. TERM

- a. 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”).

18. INDEPENDENT STATUS

3.5 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.

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

3.7 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.

19. OBLIGATIONS

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

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

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

20. REMUNERATION

5.7 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:

5.7.1A 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;

5.7.2A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon delivery and IUCN written acceptance of [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and

5.7.3A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. *The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the contract end date whichever is later.*

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

5.9 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 recupere any funds already paid for unfulfilled Services.

5.10 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]

5.11 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.

5.12 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.

21. 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 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.

22. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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

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

23. CONFIDENTIALITY

8.5 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.

8.6 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.

8.7 The Consultant shall:

8.7.1 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;

8.7.2 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.

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

24. 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.

25. INTELLECTUAL PROPERTY

10.5 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.

10.6 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.

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

10.8 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.

26. LIABILITY AND INDEMNITY

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

27. COMMUNICATION AND NOTICES

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]

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

28. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at

https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

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

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

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vii. defaults in carrying out any of its obligations under this Agreement;

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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]