



Request for Proposals (RfP) MEET Network Association Feasibility Study and Business Plan



Project co-financed by the European
Regional Development Fund

**IUCN Centre for Mediterranean Cooperation, Ecosystems Programme, under the
framework of Interreg Med Programme DestiMED Project**

Issue Date: 21 May, 2018

Closing Date and Time: 11 June, 2018, 00:00 CET

IUCN Contact :

Jeremy Sampson
Ecosystems Programme Communications Officer
IUCN Centre For Mediterranean Cooperation
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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

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

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

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

www.iucn.org

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the MEET Network Association Feasibility Study and Business Plan. The detailed Terms of Reference can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	21 May, 2018
RfP Closing Date and Time	11 June, 2018, 00:00 CET
Estimated Contract Award Date	25 June, 2018

1.4. Conditions

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

Proposers must sign the “Proposer’s Declaration” and include it in their Proposal.

1.5. Queries and questions during the RfP period

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

Proposers may submit their queries no later than 1 June, 2018

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 00:00 on 11 June, 2018 by email to: jeremy.sampson@iucn.org The subject heading of the email shall be [RfP – [MEET Network Association Feasibility Study and Business Plan] - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

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

1.8. Late and Incomplete Proposals

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

1.9. Withdrawals and Changes to the Proposal

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

1.10. Validity of Proposals

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

1.11. *Evaluation of Proposals*

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

PART 2 – THE REQUIREMENT

Introduction

Under the framework of DestiMED project, IUCN Med is requesting proposals from consultants for the development of a feasibility study and business plan for the MEET Network Association.

MEET Association is a network of Mediterranean Protected Areas, working together to conserve the region's natural and cultural mosaic while promoting a new model of ecotourism to the market, through the development of high quality ecotourism products and innovative tools to manage their impacts. The long-term vision of MEET is to establish a well-supported governance system and promotion platform for ecotourism in Mediterranean protected areas. The tools tested and refined through MEET will provide the region with a recognized and trusted ecotourism brand that encourages collaborative marketing strategies, while allowing stakeholders to share knowledge and advocate for common needs and resources across the region and beyond.

MEET was borne from two different EU-funded transnational cooperation projects, MEET (funded by the ENPI CBC MED programme from 2014-2016) and DestiMED, funded by the Interreg Med Programme which is currently ongoing. During these projects, several tools were and continue to be tested, and refined to support protected areas in developing, managing, monitoring, and promoting high quality sustainable ecotourism packages in their territories. Stakeholders in these projects requested that the partners establish a regional governance mechanism and network association through which they could advance their own efforts, exchange with other parks and regional stakeholders, and market themselves under a common brand to the international market.

As a result, one of DestiMED project's goals is to plan effectively towards the realization of a financially sound network association that will serve as a regional governance, networking, and promotional platform for Mediterranean protected areas.

Several actions have already taken place towards this goal:

1. MEET Network Association was established and operationalized in early 2018. The association is a network of parks and conservation institutions of the Mediterranean, whose goals are to:
 - Develop, manage, and promote an ecotourism model which can be used as a leading example of protected area tourism in the Mediterranean
 - Support MEET members in building, transferring and exchanging knowledge, expertise, and lessons learned through the development of methodologies and tools that reinforce capacity and cooperation within Mediterranean territories and beyond
 - Act as a sales and marketing platform for ecotourism products, primarily by promoting the MEET brand internationally, growing a portfolio of high-quality ecotourism packages, and assuring its commercialization through smart market-driven strategies
2. MEET Network strategy and membership and services model have been identified: MEET Association will focus on capacity building, networking, advocacy, and awareness-building activities, among others.
3. The association foresees four revenue streams, namely commissions from package sales, project funding, provision of services, and membership fees.
4. A partnership with a commercial entity who will be responsible for marketing and selling MEET ecotourism packages under a common brand to the international market is under establishment.

Overall Goal of Service

In the framework of DestiMED project, a consultant is needed to implement a feasibility study for this regional initiative. In practical terms, the final deliverable will be a business plan which allows for the MEET Network association to:

- Scale up its impact on behalf of protected areas and conservation partners
- Thrive financially in response to its vision and goals
- Best structure and leverage its relationship with members and partners, including the aforementioned commercial entity

Statement of Work

The business plan for MEET should include the following components, at minimum:

- I. Organizational Model
 - a. Executive summary
 - b. Organizational Description
 - i. Organization history and mission, vision, values
 - ii. Current business model: leadership, structure, members, partners, revenue sources, summary of services
 - iii. SWOT analysis
- II. Member Profile:
 - a. Description of member typologies, including Mediterranean protected areas and other member/partner types as defined by MEET Secretariat
 - b. Analysis of the potential market for membership and services
- III. MEET Programs and Services
 - a. Description of operations for each of four revenue streams:
 - i. Membership, including tiers, dues (where applicable) and description of benefits
 - ii. Services, including description of suite of standardized offerings and delivery model
 - iii. Commissions on Sales of Packages (*output of commercialization strategy below*) and registration and licensing of MEET brand
 - iv. Projects and other fundraising
- IV. Competitive Analysis
 - a. Identify and analyze landscape of competitive organizations and their services
- V. Marketing Overview
 - a. High-level marketing recommendations across MEET Programs and Services based on business model and total cost of acquisition/ROI on marketing efforts
- VI. Management and Organization
 - a. Diagram roles and responsibilities for the various programs and services and discuss capacity/plan for organization growth
- VII. Financial Model
 - a. Funding/investment opportunity analysis and discussion
 - b. Pricing strategy for each revenue stream (except commercial partnership, detailed in next section) and recommendations for how to best support wide range of stakeholders
 - c. MEET 5-Year Budget
 - d. 5-Year Pro forma financial statements, including projected income statement, cash flow statement, and balance sheet
 - e. Discussion of financial risk and considerations

And the feasibility model for Commercialization of MEET Packages should include:

- I. Commercial Partnership Overview and Structure
 - a. Short and long-term goals of partnership
 - b. Structure of relationship with MEET Network Association
- II. Guidance on the business structure and location for commercial entity
 - a. Discussion of potential social impact models such as B Corp
 - b. High-Level Market and Competitive Analysis Summary
 - c. Commercial Partner Services
 - i. Marketing: Role in developing and promoting the MEET Catalog
 - ii. Sales: Role in establishing relationships with inbound tour operators, including guidance on benefits and net pricing
- III. Financial Model
 - a. Pricing strategy considering wide range of stakeholders, including the following considerations:
 - i. Potential ROI for commercial partners

- ii. Percentages set aside for association revenue and for local conservation action through a fund mechanism
- iii. Percentage needed for B2B distribution networks
- b. 5-Year projected budget reflecting marketing and sales services with discussion around funding and investment opportunities
- c. 5-Year projected income statement reflecting expected commission revenues to MEET Network Association
- d. Analysis and discussion of feasibility of financial model

Expected Methodology

Phase I: Stakeholder Engagement and Desktop Research (Deadline: July 31, 2018)

Objective: Prepare to develop the business plan by understanding the significant groundwork that has been laid over the last several years to reach this point in MEET's development.

Expected Activities:

- Hold an inception meeting with the project team
- Complete a technical review of source materials provided by the project team
- Hold in-depth meetings with core stakeholders and additional interviews as needed
- Complete high-level review of similar business models
- Develop and refine detailed outline and structure for the business plan content to be reviewed and approved with the project team

Deliverable:

- *Final detailed outline and structure for the business plan*

Phase II: Draft and Refinement of Business Plan (Deadline: September 30, 2018)

Objective: Work closely with the project team to draft, review, and refine the business plan

Expected Activities:

- Create an agile review process which allows the core project team to input and review and comment on drafted sections of the plan as they are developed
- Draft and finalize the business plan sections according to feedback and inputs provided by the project team
- Hold team meetings (as many as needed) in order to discuss issues related to the business team
- Based on the final draft, prepare a presentation on key findings of the business plan that can be shared with broader stakeholder group for discussion and feedback

Deliverable:

- *Final draft of business plan*
- *Presentation summarizing key finding of business plan to be shared with broader stakeholder group*

Phase III: Presentation and Final Plan (Deadline: October 15, 2018)

Objective: Synthesize feedback from broader stakeholder group in order to finalize the business plan while building buy-in and enthusiasm for implementing the plan going forward.

- Share presentation of the business plan findings during a remote meeting with broader stakeholder group
- Synthesize feedback collected, then refine business plan as needed and finalize business plan
- Collaborate with the core project team to define a short and medium-term action plan for implementation of the business plan

Deliverables:

- *Presentation of findings during remote meeting*

- *Final business plan*
- *Short and medium-term action plan for implementation*

Changes to this Terms of Reference can be foreseen as needed and agreed by both parties before and during the contractual period.

PART 3 – THE EVALUATION MODEL

Profile and Experience

Successful candidates will be able to demonstrate specific experience and expertise in all topics targeted by the Terms of Reference.

Documents to be Presented

- Methodological proposal on the basis of the ToRs including calendar of actions;
- CV of the candidate/es
- Relevant experience summarizing specific expertise and results achieved in:
 - Business planning and organizational strategic development;
 - Tourism business and sustainable tourism/ecotourism in particular
 - Experience with non-profit or association development
- CV of the candidate/es;
- Work Sample (e.g. business plan, organizational strategy, etc.)
- Financial proposal

Evaluation of the Offer

The technical evaluation will be based on:

- the expertise of the candidate/es in relation with the goals of the Terms of Reference (70%)
- methodological proposal (10%)
- financial proposal (20%)

The budget for this consultancy should be around 15.000 euros (VAT included); proposals with amounts larger than this should be clearly justified. After a technical evaluation of the proposal is completed, the financial evaluation will be conducted in order to determine which proposal will be awarded the bid.

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

4.1. Declaration

Please read and sign the Declaration in **Annex 1** and include this in your proposal.

4.2. Technical information/Service Proposal

Please provide separately a technical proposal, including the above mention required documents, and a fully justified financial proposal as outlined in Section 4.3

4.3. Pricing information

Prices include all costs

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

Applicable Goods and Services Taxes

Proposal rates and prices shall include Value Added Tax (VAT) and any other taxes that may apply.

Currency of proposed rates and prices

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

Rates and Prices

Financial proposal should include a dedicated costing per each phase of work in the Terms of Reference.

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for MEET Network Association Feasibility Study and Business Plan. Proposers acknowledge that this is a standard IUCN contract template and amendments to it will only be accepted in exceptional circumstances, at IUCN's discretion.

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Spain through its IUCN Centre for Mediterranean Cooperation with its offices at C/ Marie Curie 22, Edif. Habitec, Parque Tecnológico de Andalucía 29590 Campanillas, Málaga, Spain (hereafter “**IUCN**”).

and

Name, an individual located at **Location**. (hereafter “**Consultant**”)

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

PREAMBLE

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

Whereas IUCN has received a donation from the European Union Interreg Med Programme (hereafter the “Donor”) to implement the Project DestiMED (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 developing a feasibility study and business plan for MEET Network Association.

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. The Consultant will design and deliver the expected training no later than the agreed deadline(s) of 30 September 2018
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.
3. 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 11 June 2018 and will expire on 15 October 2018 (the “Expiration Date”).

3. INDEPENDENT STATUS

1. The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.
2. The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.
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.
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

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.
2. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
3. In the case of illness or accident or a case of Force Majeure as described under clause 14.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

1. As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a total sum of XXX. 20% of the total amount, representing XXX, shall be paid upon completion of the final business plan outline and the final 80%, representing XXX, shall be paid upon satisfactory and timely completion and IUCN written acceptance of all services.
2. If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid.
3. IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name:

Account type and currency:

Bank name:

Bank address:

Account No.:

SWIFT Code or other bank routing code:

IBAN No:

4. Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.
5. **VAT and other taxes are included in the above mentioned amount. IUCN is not acting as a business or professional nature entity for VAT purposes and therefore the consultant should charge in its invoices the VAT or analogous tax accordingly. In case that the consultant is exempt of VAT or equivalent tax in its jurisdiction, it should include a note in the invoice document informing of this issue and mentioning the law that applies.**

6. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

7. CONFIDENTIALITY

1. The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.
2. The Consultant shall:
 - 2.1. not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;
 - 2.2. disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.
3. 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. At the request of IUCN, the Consultant will take all steps necessary to prevent further disclosure.

8. 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 and Consultant may not make or retain copies.

9. INTELLECTUAL PROPERTY

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

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

10. LIABILITY

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

11. COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant Contact Person
Jeremy Sampson Ecosystems Programme Communications Officer IUCN Centre for Mediterranean Cooperation C/ Marie Curie 22, Edif. Habitec, Parque Tecnológico de Andalucía 29590 Campanillas, Málaga, Spain	XXX

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

12. FRAUD, CORRUPTION AND ETHICS

1. The Consultant shall comply with the terms of IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.
2. The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13. TERMINATION

1. Termination for cause

13.1.1 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
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.

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.

3. Termination for force majeure

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

4. Effects of Termination

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

- 4.2. to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
- 4.3. refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
- 4.4. reimburse IUCN for any expenditures made in breach of the terms of this Agreement and
- 4.5. submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 1. The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
- 2. Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

15. GENERAL PROVISIONS

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

2. Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
3. This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.
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.
5. Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.
6. All provisions that logically ought to survive termination of this Agreement shall survive.

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

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

XXXX

Date: _____

Date: _____

Antonio Troya

XXXX

Director

PART 6 – DEFINITIONS

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

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	Means IUCN, International Union for Conservation of Nature and Natural Resources.

IUCN Contact	Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.
Proposal	Means a written offer submitted in response to this Request for Proposals.
Proposer	Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.
Requirement	Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.
RfP	Request for Proposals