



# Request for Proposals (RfP) Communication and Visibility consultancy in West, Central, Eastern and Southern Africa

**Eastern and Southern Africa Regional Office /  
West and Central Africa Regional Office  
BIOPAMA Programme**

**Issue Date: June 3, 2021**

**Closing Date and Time: June 20<sup>th</sup>, 2021 at 11:59 PM GMT**

**IUCN Contact (please address both contacts):**

<b>Eastern and Southern Africa Regional Office</b>	<b>West and Central Africa Regional Office</b>
Christine MENTZEL BIOPAMA Regional Coordinator for Eastern and Southern Africa IUCN South Africa Office Tel: +27 12 342 8304-6 <a href="mailto:christine.mentzel@iucn.org">christine.mentzel@iucn.org</a>	Tanya MERCERON BIOPAMA Regional Coordinator for West and Central Africa IUCN West and Central Africa Regional Office Tel: +221 77 562 27 99 <a href="mailto:tanya.merceron@iucn.org">tanya.merceron@iucn.org</a>

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

## 1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the communication and visibility consultancy for the BIOPAMA programme in West, Central, Eastern and Southern Africa. The detailed Terms of Reference can be found in Part 2 of this RfP.

## 1.3. The procurement process

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	June 3 <sup>rd</sup> , 2021
<b>RfP Closing Date and Time</b>	June 20 <sup>th</sup> , 2021 at 11:59 PM GMT
<b>Estimated Contract Award Date</b>	July 15 <sup>th</sup> , 2021

## 1.4. Conditions

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

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

## 1.5. Nationality Rule

Contractors established in non-EU OECD Member States, such as Australia, Canada, Chile, Israel, Japan, Korea, Mexico, New Zealand, Switzerland, United States of America, are not eligible to be awarded contracts for the programme funded by the 11-th EDF.

## 1.6. 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 the 14<sup>th</sup> of June 2021 at 3:00 PM GMT

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.

## 1.7. 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.

## 1.8. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 11:59 PM GMT on June 20<sup>th</sup> 2021 by email to: [christine.mentzel@iucn.org](mailto:christine.mentzel@iucn.org) and [tanya.merceron@iucn.org](mailto:tanya.merceron@iucn.org). The subject heading of the email shall be [RfP – BIOPAMA Communication and visibility consultancy - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

**IMPORTANT:** Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and **no later than 11:59 PM GMT on June 21<sup>st</sup>, 2021**, please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please **DO NOT** email the password before the deadline for Proposal submission.

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

### ***1.9. 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.

### ***1.10. 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.

### ***1.11. Validity of Proposals***

Proposals submitted in response to this RfP are to remain valid for a period of 30 calendar days from the RfP closing date.

### ***1.12. 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**

### ***2.1. Context***

The Biodiversity and Protected Areas Management (BIOPAMA) programme aims to contribute to improving the long-term conservation and sustainable use of natural resources in African, Caribbean and Pacific (ACP) countries, in protected areas and surrounding communities. It is an initiative of the ACP Group of States financed by the European Union's 11th European Development Fund (EDF), jointly implemented by the International Union for Conservation of Nature (IUCN) and the Joint Research Centre of the European Commission (JRC). Building on the first five years of activities financed by the 10th EDF, BIOPAMA's second phase provides tools for data and information management, services for improving the knowledge and capacity for protected area planning and decision making, and funding opportunities for specific site-based actions. [www.biopama.org](http://www.biopama.org)

BIOPAMA has developed a global communication plan to integrate internal communication in the large ACP, multi-actors team and external communication with BIOPAMA partners and to promote knowledge and learning from the programme's outputs. IUCN in West and Central Africa (WCA) and Eastern and Southern Africa (ESA) is looking for a consultant to adapt the global communication plan to the region's specificities, develop and establish a regional communication plan and a mechanism to promote knowledge management and dissemination of messages and results.

### ***2.2. Consultation's objectives***

- **General Objective**

The consultant will:

- ✓ Sustain and update a coordinated framework to capitalize and promote the knowledge, results and experiences generated by the implementation of the Action Component and the implementation of the BIOPAMA programme in WCA and ESA;
  - ✓ Update and support implementation of a visibility and communication plan for WCA and ESA for the coming IUCN World Conservation Congress (IUCN Congress) in Marseille, September 2021;
  - ✓ Support the implementation of the visibility and communication plan of WCA and ESA in coordination with the BIOPAMA Regional Coordinators and the Global Communication Manager;
  - ✓ Design and graphic facilitation of capacity building activities, products and events (number to be determined)
- **Expected deliverables**
  - ✓ Develop and support implementation of regional annual visibility and communication work plans for ESA and WCA (examples of tasks included in Annex 1 below);
  - ✓ Media products (number to be determined based on the annual work plans) such as: updates on the website, brochures, flyers, posters, articles, interviews with resource people, success stories, visual graphics, banners, newsletter.
  - ✓ Document and share best practices for learning and capitalising on the results from the programme's experience, including the action component, and share these with BIOPAMA Coordinators and Communications Manager;
  - ✓ Successful visibility and communication action during the IUCN Congress: this includes a visibility plan before the event and a report on the implemented activities;
  - ✓ Access (for IUCN) to all templates/editable versions used for communication materials noted above

## 2.3. Requirements

- **Required Qualifications**
  - ✓ University degree from a recognised institution in sustainable development or natural resource management with experience in social communication or a similar field, OR Relevant qualification from a recognised institution in communication or a similar field with experience in sustainable development or natural resource management;
  - ✓ **Fluency in both French and English.** Other languages used in West or Central Africa or Eastern and Southern Africa a plus;
  - ✓ Excellent experience in communications planning and implementation using a variety of tools and formats
  - ✓ Strong knowledge in graphic facilitation
  - ✓ Demonstrated experience in knowledge management and learning;
  - ✓ Excellent written and oral communication skills (in both French and English), conveying messages to different audiences using diverse media;
  - ✓ Experience addressing a wide range of partners and stakeholders
  - ✓ Good knowledge and experience in the use of effective communication tools related to environmental and development issues. Experience in climate change, biodiversity and protected areas is an advantage;
  - ✓ Ability to work under pressure and to deal tactfully with sensitive political issues;
- **Desired Qualifications**
  - ✓ At least 5 years of experience in the design and implementation of communication in West and Central Africa and Eastern/Southern Africa desirable;
  - ✓ Experience in engaging multiple stakeholders and driving to alignment and action;
  - ✓ Capacity to work with a mix of government agencies, civil society organizations and field officers;
  - ✓ Experience in project and programme communication and learning implementation or management;
  - ✓ Ability to work in a diverse, multi-disciplinary environment and harness diversity to leverage quality and benefits;
  - ✓ Skills in writing, problem solving, creativity, collaboration and willingness to innovate;

- ✓ Literacy in Graphic design and geographical information systems a plus;
- ✓ Knowledge of BIOPAMA an asset;
- ✓ Willingness to travel frequently;

## **2.4. Duration and Location**

The consultancy will be carried out over a period of twenty two (22) months and will comprise a maximum of 300 person days within this period. The consultant will be home based with possible travel in the field. There is a possibility of a no cost extension of the donor contract with IUCN for the period of twenty four (24) months. In case this no cost extension is approved, the duration of the consultancy contract may be extended accordingly using the same ratio of person days to months.

## **2.5. Institutional arrangements**

The consultancy is technically and administratively managed by IUCN's regional office in West and Central Africa (WCA) and in Eastern and Southern Africa (ESA) with the coordination support of BIOPAMA's global communication manager.

## **PART 3 – SUBMISSION REQUIREMENTS AND EVALUATION MODEL**

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, and how this information will be used to select the best Proposal. 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.**

### **3.1. Declaration**

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

### **3.2. Technical Proposal**

The technical proposal should include:

- ✓ Understanding of the Mission
- ✓ Tools and methodology that will be used for implementation
- ✓ Expected time allocation for key activities listed in Annex 1
- ✓ CV of the team leader and team members
- ✓ Example of past work

### **3.3. Pricing information**

The financial proposal should include:

- ✓ An estimate of number of days required for each expected deliverable outlined above
- ✓ Daily rate for the proposed deliverables (average rate for all activities proposed)
- ✓ Daily rate for per diem

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

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

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

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

## Currency of proposed rates and prices

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

### 3.4. Criteria for the evaluation of proposals

The following aspects will be taken in consideration for the evaluation of proposals.

- i. Understanding of the mission (10%)
- ii. Qualification and technical experience of the team leader and of the team members (20%)
- iii. Regional experience (10%)
- iv. Technical quality of the offer (30%)
- v. Total amount of financial offer (30%)

Proposals must receive at least 70% of the maximum total technical score (criteria i-iv above) to be considered further. Proposals that do not meet this technical minimum will not be included in the financial evaluation (criterion v).

## PART 4 – PROPOSED CONTRACT

Below is the proposed Contract for [BIOPAMA Communication and visibility consultancy]. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

### CONSULTANCY AGREEMENT (the “Agreement”)

between

**IUCN, International Union for Conservation of Nature and Natural Resources**, an association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland, represented by M. xxx, Regional Director, Central and West Africa Regional Office, 01 BP 1618 Ouagadougou 01, Burkina Faso (hereafter “**IUCN**”),

and

xxx, domiciled at xxx (hereafter “**Consultant**”)

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

1.1.1

#### 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 grant from EU-ACP (hereafter the “Donor”) to implement the BIOPAMA program (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 establishing and implementing the regional communication and learning plan.

**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 design and support the design and implementation of communication and visibility activities for the BIOPAMA programme in West, Central, Eastern and Southern Africa. The consultant will perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

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

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

## **2. TERM**

This Agreement comes into effect upon its signature by both Parties (the “Effective Date”) and will expire on 18 months after signature (the “Expiration Date”).

## **3. INDEPENDENT STATUS**

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

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

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

## **4. OBLIGATIONS**

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

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

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

## **5. REMUNERATION**

1.4 As full remuneration for the services performed under the terms of this Agreement, IUCN shall pay the Consultant a maximum sum of **xxx (xxx)** based on 200 days of work at a daily rate of **xxx** EURO (**xxx**) as follows:

5.1.1 A first instalment of **xxx** EURO (**xxx** euros) corresponding to the first **xxx** days (30%) of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of **xxx** EURO (**xxx** euros) corresponding to the second **xxx** days (30%) of the Remuneration upon submission by the consultant and validation by IUCN of the Deliverable **xxx**, accompanied by a presentation to IUCN of a second invoice together with the corresponding signed timesheets.

5.1.3 A third and last instalment of a maximum of **xxx** EURO (**xxx** euros) corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I together with the corresponding signed timesheets of the last **xxx** days and approved **corresponding** Deliverable.

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

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

Complete Account name: **xxx**  
Account type and currency: [Current / **xxx**]  
Bank name: [**xxx**]  
Bank address: [**xxx**]  
Account No.: [**xxx**]  
SWIFT Code or other bank routing code: [**xxx**]  
IBAN No: [**xxx**]

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

## 6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement will be covered by IUCN. All travel has to be approved by the Contact before any reservation is made.

6.2 The IUCN Travel Policy (June 2015) shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

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

## 7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

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



## 8. CONFIDENTIALITY

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

8.2 The Consultant shall:

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

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

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

## 9. PROPERTY OF RESULTS

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

## 10. INTELLECTUAL PROPERTY

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

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

10.3 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services. IUCN shall not unreasonably refuse to consent to exploitations of works or inventions proposed by the Consultant for the advancement of his/her professional or scientific career

## 11. LIABILITY

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



**12 COMMUNICATION AND NOTICES**

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

IUCN Contact Person	Consultant Contact Details

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

**13 FRAUD, CORRUPTION AND ETHICS**

13.1 The Consultant shall comply with the terms of the IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at [http://cmsdata.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

13.2 The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at [http://cmsdata.iucn.org/downloads/anti\\_fraud\\_policy.pdf](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

**14 TERMINATION**

14.1 Termination for cause

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

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

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

#### 14.4 Effects of Termination

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

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

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

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

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

### 15 APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

### 16 GENERAL PROVISIONS

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

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

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

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

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

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

**In witness whereof**, the undersigned, being duly authorized to do so, have executed this Agreement



in the English language in two (2) originals.

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

**The Consultant**

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

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

## PART 5 – 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

**Annex 1:**

**Examples of BIOPAMA communications activities in both regions (ESA and WCA)**

Activity
1) Support monthly stakeholder updates (collating and drafting content, layout and sending out via Mailchimp)
2) Develop overall impact stories for grants (success stories)
3) Comms on ongoing activities (new partnerships, trainings, BIOPAMA activities)
4) Comms strategy for RRH (in collaboration with RCMRD team) and support implementation (including outreach strategy on SOPACAs, incl WCC, APAC, CBD)
5) Support the development of communication around the PAME and PAGE tools
6) Tech and content (design) support for events (Training, Roundtables) as needed (incl editing videos and ppts, ensuring correct branding, planning of comms with participants ahead of the event, etc)
7) Support planning and branding of dedicated knowledge products for comms (generated through main BIOPAMA activities) – eg. Communicating about technical parts of the RRIS and RRH, etc
8) Review of publications to ensure that the iconography follows BIOPAMA's logic