



Request for Proposals (RfP) for consultancy services

ASSOCIATION FOR ECOLOGY AND TOURISM ECOTOURISM-2016, OHRID Project
*Preserving Belchishta Wetland, North Macedonia, through Engagement with Municipality and
Local Stakeholders: **Belchista Wetland Valorisation Study***

Issue Date: 11 October 2021

Closing Date and Time: 18 October 2021 at 23:59 CET

Ref. number: VS-01-10/21

ECOTOURISM-2016

Contact :

Goce Kolevski

Project manager

ekoturizamoh@gmail.com

PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About the Association for ecology and tourism Ecotourism-2016, Ohrid, North Macedonia

The Association for ecology and tourism ECOTOURISM-2016, Ohrid is a team of smart, creative, and passionate activists. Our work covers a wide range of topics, as we are active on local and national levels. We promote the protection of nature and the environment, by educating the public and governments on issues regarding the decision-making processes with the aim of improving the quality of life in the wider region of Ohrid Lake watershed. Our work also involves preparation of environmental impact assessments and intensive cooperation with scientific institutions across the country.

www.ekoturizam.org

ekoturizamoh@gmail.com

1.2. Summary of the Requirement

Ecotourism-2016 invites you to submit a Proposal for Valorisation Study consultancy services, North Macedonia. 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	11 October 2021
RfP Closing Date and Time	18 October 2021
Estimated Contract Award Date	21 October 2021

1.4. Conditions

ECOTOURISM 2016 is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. ECOTOURISM 2016 is under no obligation to accept the lowest priced Proposal or any Proposal. ECOTOURISM 2016 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 ECOTOURISM 2016 Contact. No other ECOTOURISM 2016 personnel are to be contacted in relation to this RfP. Proposers may submit their queries no later than 18th October 2021 at 23:59 CET.

As far as possible, ECOTOURISM 2016 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

ECOTOURISM 2016 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 ECOTOURISM 2016 no later than 23:59 CET on 18th October 2021 by email to: ekoturizamoh@gmail.com. The subject heading of the email shall be *[RfP – Belchishta Wetand Valorization study consultancy services, North Macedonia - [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 ECOTOURISM 2016 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 ECOTOURISM 2016 for any delays in transmission of the Proposal from Proposer to ECOTOURISM 2016.

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 ECOTOURISM 2016 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 60 calendar days from the RfP closing date.

1.11. Evaluation of Proposals

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

PART 2 – THE REQUIREMENT

Terms of Reference

Belchishta Wetland Valorization Study consultancy services

Preserving Belchishta Wetland, North Macedonia, through Engagement with Municipality and Local Stakeholders

BACKGROUND

North Macedonia displays a wealth of biodiversity and accompanying ecosystem services due to its diverse climatic, topographic and geologic characteristic. It is part of the wider Mediterranean Region, which was identified as the third most important biodiversity hotspot in the world. However, pressure on biodiversity is ever-increasing as the country stands at the crossroads between more intensive economic development (exploitation of natural resources, enlargement of land area under agricultural, uncontrolled urbanization, etc.) and growing demands for improved management of key biodiversity areas.

Ecotourism 2016 implementing the project “*Preserving Belchishta Wetland, North Macedonia, through Engagement with Municipality and Local Stakeholders*”, funded by the Critical Ecosystem Partnership Fund (CEPF), aims to conserve biodiversity through the expansion of the national protected areas system - designation of Belchishta Wetland as a new Protected Area and enabling capacity conditions for effective management and mainstreaming of biodiversity into production landscape.

According to the Law on Nature Protection, a **valorisation study** on the natural values needs to be conducted and a management plan produced. Ecotourism 2016 will make Valorisation study for Belchishta Wetland, draft management plan as well as Conservation action plans and Guidelines for monitoring for 5 up to 10 priority species/habitats, listed in the Global ECOTOURISM 2016 Red List of Threatened Species, outlining the measures for conservation, restoration and sustainable use of natural resources in the areas. Official preparation and adoption of the management plan lies outside the scope of this project.

The entire timeframe for the Valorisation study is from October to the end of January 2022, however the period will be split into two phases:

- **Phase I** (October – December 2021) will produce inputs contributing to the Belchishta Wetland Valorisation study, Conservation action plans and Guidelines for monitoring for 5 up to 10 priority species/habitats

- **Phase II** (January 2022) will finalize the study and contribute the remaining, inputs resulting in a draft valorisation study, plans and guidelines which will be subject to consultation with key

stakeholders. All documents will be finalised, taking into account input from their respective consultations.

SCOPE OF WORK

Valorisation study

The purpose of this study is to present in a consolidated manner all relevant information for proclamation of Belchishta Wetland as a protected area, in accordance with Article 92 of the Law on Nature Protection, pertaining to the Rulebook on the content of the valorisation or revalorization of protected areas ("Official Gazette" no. 26/12). This study will present detailed analyses of all relevant environmental and territorial information pertaining to the wetland area. These may also include results at the level of individuals, companies and the Municipality of Debrca.

Conservation action plans (CAP) and Guidelines for monitoring for 5 up to 10 priority species/habitats, listed in the Global IUCN Red List of Threatened Species

Conservation action plans and Guidelines for monitoring should assess the conservation status of 5 up to 10 species and their habitats, and outlines conservation priorities. The exact number of the species will be agreed upon the Consultant and Ecotourism 2016.

The CAPs should describe and evaluate the ecological status and the legislation status of the species throughout its geographical range. They will focus on the possibilities for ensuring the quantity and quality of suitable habitats and the reduction of direct negative influence caused by people (hunting, agricultural activity, collecting etc.).

TEAM

A **project coordination team** will exercise overall management of the project. The project coordination team will include representatives of Ecotourism 2016, as well as a **key protected areas management expert** (the role covered by the present ToR).

The technical team will comprise the key expert, as well as providers of the following expertise:

- environmental aspects
- socio-economic aspects
- GIS
- on-site project coordination assistance

SPECIFIC TASKS

The following relate to Phases I and II of the engagement:

Overarching:

The key expert will:

- Assist in the selection of the other members of the technical team
- Assist in identifying information needs
- Coordinate the technical team in collating information and drafting the outputs,
- Lead discussions and consultations throughout the engagement

Valorisation study

- With the technical team, and in consultation with the coordination team, decide the delineation of the study area for the valorisation study.
- Guide the compilation of the valorisation study, following the structure outlined in the relevant legal documents, and comprising:
 - Desk-based assessment and inventory of habitats, species, and ecological functions of Belchishta Wetland (emphasising those species and habitats of national and EU importance), with an analysis and plan for additional field data gathering. Limited fieldwork may be undertaken to fill knowledge gaps, where necessary
- Socio-economic analysis and data collection on the key stakeholders, and evaluation of ecosystem services they rely on
- Analysis and mapping of land use and ownership, taking into account available spatial planning documents
- Analysis of threats to the natural values of the Belchishta Wetland
- Proposal for delineation and designation of the protected area based on the identified natural values
- Proposal for zonation, including suggestions for allowed activities in each zone
- Suggested governance structure of the protected area, taking into account existing governance structures, watershed-level, and at the level of transboundary agreements
- Evaluation of financial sustainability of the protected area and
- Recommendations for minimum requirements for human and other resources for effective protection and management of protected area
- Edit the final document for publication
- Facilitate at least one public consultation

DELIVERABLES

Deliverable	Deadline
Final desk-based assessment and inventory of habitats, species, and ecological functions of Belchishta Wetland	15 November 2021
Final socio-economic analysis on the key stakeholders, and evaluation of ecosystem services	10 December 2021
Final analysis and mapping of land use and threats	15 December 2021
Final Conservation action plans and Guidelines for monitoring for 5 up to 10 priority species/habitats	20 December 2021
Proposal for delineation and designation of the protected area, including zonation	25 December 2021
Proposal for sustainable management of the area	31 December 2021
Final valorisation study	31 January 2022

ATTRIBUTES

- At least 10 years' relevant professional experience, including on protected areas management
- Proven experience in coordination and management of conservation projects; ability to coordinate multi-disciplinary teams, including experts/consultants and representatives of governments, civil society and private sector
- Excellent organisational and networking skills, team-oriented attitude and ability to work independently
- Fluency in written and spoken English
- Master's degree (or higher) in a subject related to the environment

DURATION OF THE ASSIGNMENT

The present assignment will begin on the date the consultancy contract is signed and continue until 31 January 2022.

Consultancy services provided by the Key expert will cover a total of **90 days**, to be distributed between Phase I and Phase II.

LANGUAGE

Macedonian and will be the working language during the meetings with stakeholders and the project will be responsible for organising simultaneous translation whenever necessary. All materials shall be produced in Macedonian and English.

PART 3 – THE EVALUATION MODEL

The evaluation of proposals will consider the technical competence and experience of the proposers relevant to the required services, compliance with the terms of reference, price and ability to provide the services within the required timelines.

The technical and pricing information will be scored separately, and respectively contribute **80%** (technical) and **20%** (pricing) of the total score.

Scores for technical information will be broken down as follows:	Weighting	Assessed based on
Adequacy of the proposed approach, methodology and work plan	60 %	Proposal
Relevance of prior experience and attributes to the requirement	40 %	Professional background

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 ECOTOURISM 2016. 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** (*ANNEX 1*) and include this in your proposal.

4.2. Technical information

Proposers should provide the following information:

- **Proposal**, comprising:

- Methodology, describing how the proposer intends to deliver the deliverables, with justifications. Should include key considerations and how they will be addressed;
- Work plan detailing the timings of activities

- **Professional background** of proposer

- highlighting relevance to the required services, and addressing the attributes listed in the terms of reference
- List of relevant projects completed within the last 5 years

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.

Please include a breakdown of the pricing information submitted.

Applicable Goods and Services Taxes

Proposal rates and prices shall not be exclusive of Value Added Tax.

Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in USD.

ANNEX 1

PROPOSER'S DECLARATION

To be completed and signed by the Proposer

Contract for the provision of for the preparation and development of relevant documents for the project *Preserving Belchishta Wetland, North Macedonia, through Engagement with Municipality and Local Stakeholders*

1. PROPOSER INFORMATION

Name/registered name (for company):	
Registered number (for company):	
Year of registration:	
Country of registration:	
Address / registered address:	
Telephone:	
E-mail:	
Web-site:	

2. CONTACT POINT

Name	
Position	
Telephone Number:	
Email Address:	
Address:	
Telephone:	
E-mail:	
Web-site:	

3. STATEMENT

I, the undersigned, being the authorised signatory of the above Proposer, hereby declare that we have examined and accept without reserve or restriction the entire contents of the Request for Proposals (RfP) for the services referred to above. I further declare that we:

- agree to abide by the highest ethical standards and, in particular, declare that we do not have any potential conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- will inform ECOTOURISM 2016, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- will inform ECOTOURISM 2016 immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract;

- have not granted and will not grant, and have not sought and will not seek, any advantage, financial or in kind, to or from any party whatsoever, either directly or indirectly, as an incentive or reward relating to award of the contract; and

- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts with ECOTOURISM 2016. We offer to provide the services requested in the RfP on the basis of the following documents, which are submitted in a sealed envelope/as password-protected electronic documents (delete as appropriate):

- Proposer's Declaration (this document)
- Service Proposal
- Financial Proposal

This Proposal is subject to acceptance within the validity period stipulated in the RfP.

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for *Belchishta Wetand Valorization study consultancy services, North Macedonia*. The following contract will be used if the successful candidate contracts with ECOTOURISM 2016 as a self-employed individual. If the successful candidate contracts with ECOTOURISM 2016 as or through a company, a different contract will be used.

CONSULTANCY AGREEMENT (the “**Agreement**”)

Association for ecology and tourism Ecotourism-2016, Ohrid, a nonprofit organization established under the laws of North Macedonia with its office located at “Karposh Vojvoda” str 52-1/3, 6000 Ohrid, North Macedonia operating in North Macedonia (hereafter “**ECOTOURISM 2016**”).

and

[**name of other party**], domiciled at [address], [country] (hereafter “**Consultant**”)

ECOTOURISM 2016 and the Consultant shall be referred to herein individually as a “Party” and together as the “Parties”.

the Parties agree as follows:

1. SERVICES

1.1 The Consultant will coordinate the technical team in collating information and drafting outputs, and lead consultations, resulting in the valorisation study and Conservation action plans and Guidelines for monitoring. Tasks will be performed, and deliverables delivered, no later than the agreed deadlines as set out in the terms of reference attached as Annex I (the “Services”). These deadlines may be extended, if agreement to this effect is reached between Ecotourism 2016 and the Donor.

1.2 ECOTOURISM 2016 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 ECOTOURISM 2016. 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 31 January 2022 (the “Expiration Date”).

The Expiration Date may be extended if agreement to this effect is reached between Ecotourism 2016 and the Donor.

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 ECOTOURISM 2016 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 ECOTOURISM 2016.

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 ECOTOURISM 2016.

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 ECOTOURISM 2016 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 ECOTOURISM 2016.

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 ECOTOURISM 2016 in writing of such impediment.

5. REMUNERATION

5.1 As full remuneration for the services performed under the terms of this Agreement, ECOTOURISM 2016 shall pay the

Consultant a fixed and firm lump sum of **[currency/amount in numbers (amount spelled out in letters)]** ("the Remuneration") based on [number of days] days of work at a daily rate of [daily rate] as follows:

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

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon delivery and ECOTOURISM 2016 written acceptance of [please indicate what task(s)/deliverable(s) will trigger payment]; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and ECOTOURISM 2016 written acceptance of all Services as specified in Annex I.

5.2 If the tasks defined in the Agreement are not fulfilled to the satisfaction of ECOTOURISM 2016 within the requested time limit, ECOTOURISM 2016 reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.3 ECOTOURISM 2016 shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

5.4 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to ECOTOURISM 2016 within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement, and in relation to activities under engagement, shall be paid by Consultant.

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant undertakes to ECOTOURISM 2016 that he/she will duly pay the tax and national insurance contributions which are due from him/her in North Macedonia or elsewhere in relation to the payments to be made to him/her by ECOTOURISM 2016 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. ECOTOURISM 2016 may require the Consultant to provide to a certificate of insurance evidencing such coverage.

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

8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of ECOTOURISM 2016 or any other non-public information relating to the business, financial, technical or other affairs of ECOTOURISM 2016 except as required by ECOTOURISM 2016 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 ECOTOURISM 2016, 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 ECOTOURISM 2016.

8.2 The Consultant shall:

8.2.1 not disclose to third parties without express prior written consent of ECOTOURISM 2016 the results of work performed as part of the provision of the Services;

8.2.2 disclose know-how and other confidential information of ECOTOURISM 2016 which is provided by ECOTOURISM 2016 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 ECOTOURISM 2016 in writing if he/she becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of ECOTOURISM 2016, 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 ECOTOURISM 2016. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to ECOTOURISM 2016 all such tangible items which are in his/her possession or under his/her control and relate to ECOTOURISM 2016, 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 Macedonian 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 ECOTOURISM 2016 and the Consultant hereby agrees to assign to ECOTOURISM 2016 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 ECOTOURISM 2016 shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

11. LIABILITY

The Consultant agrees to indemnify and hold ECOTOURISM 2016 harmless from any and all losses and damages that ECOTOURISM 2016 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:

Ecotourism 2016 Contact Person	Consultant Contact Details
Goce Kolevski Project manager Association for ecology and tourism Ecotourism-2016, Ohrid "Karposh Vojvoda" str. 52-1/30 6000 Ohrid, North Macedonia ekoturizamoh@gmail.com	[name] [title] [position] [address] [phone] [email]

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

13 FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of the Ecotourism 2016's Code of Conduct and Professional Ethics, set in Annex 1 of this RfP, 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 Ecotourism 2016's Anti-fraud Policy, set in Annex 1 of this RfP, which by signing this Agreement, the Consultant confirms he/she has reviewed and accepted.

14 TERMINATION

14.1 Termination for cause

14.1.1 ECOTOURISM 2016 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 ECOTOURISM 2016;
- 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 Annex 1 (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 ECOTOURISM 2016 for all expenditures incurred in the performance of this Agreement.

14.2 Termination for lack of Donor funds

ECOTOURISM 2016 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 ECOTOURISM 2016 and the Donor is terminated and/or the Remuneration funds become unavailable to ECOTOURISM 2016.

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.

It is specifically understood that an event beyond the reasonable control of a party related to the coronavirus (COVID-19) situation shall amount to force majeure.

14.4 Effects of Termination

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at ECOTOURISM 2016'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 ECOTOURISM 2016 any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to ECOTOURISM 2016,

14.4.3 reimburse ECOTOURISM 2016 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 North Macedonia, 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 Basic Court of Ohrid, North Macedonia.

16 GENERAL PROVISIONS

16.1 This Agreement is the complete understanding between ECOTOURISM 2016 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. ECOTOURISM 2016 is free to consult other experts in the Consultant's field of specialization.

16.4 This Agreement is personal to ECOTOURISM 2016 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.

**Association for ecology and tourism
Ecotourism-2016, Ohrid**

[full name of OTHER PARTY]

Date: _____

Date: _____

**Goce Kolevski
Project manager**

**[Name of representative]
[Position of representative]**

ANNEXES

The complete Terms of Reference, as give above in **Part 2 – The Requirement**, will be included here as an annex to the final contract.