



Attachment 1: Specification of Requirements / Terms of Reference



Ramsar Sites Information Service, Convention on Wetlands

April 2023

Secretariat of the Convention on Wetlands
Rue Mauverney 28, Gland, CH 1196
www.ramsar.org

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About the RSIS

The “Ramsar Sites Information Service” at rsis.ramsar.org is the official database of Wetlands of International Importance (also known as ‘Ramsar Sites’). It acts as public portal to explore the sites as well as the tool for Contracting Parties to designate and update the sites.

Tasks

The Client wishes to enter into a contractual agreement with a vendor. There are four tasks for which the client wishes to receive a proposal. The client wants one single partner for all tasks and the continued support, only bidders covering all tasks will be considered. For more details about the individual tasks see below.

- **Task 1:** Taking over the system for the current vendor
- **Task 2:** Manage the hosting and ensure support as of January 2024
- **Task 3:** Conduct the work to replace the currently used Drupal 7 with another CMS / framework, preferably a new version of Drupal.
- **Task 4:** Carry out small fixes and enhancements to the system

Contracts

The initial contract is expected to start on 1 January 2024 with a duration of 1 year. This initial contract is followed by optional renewals up to a maximum of 10 years. The bidder is expected to perform Task 1 to 4 until the end of 2025.

History of current system

The current system was developed between 2013 and 2016, Drupal 7 was chosen as the CMS for the platform which is still in use. User management and other functionalities like views, exports and other make use of Drupal core functionalities. However, the password protected “Online form” and some other admin functions have been developed as a separate application.

Tasks description

Task 1 – Taking over the system from current vendor

The system is currently hosted by the current vendor and the hosting solution corresponds to the client's needs. The bidder will take over the system and transfer it to their hosting environment, liaising with the current vendor to ensure a smooth transfer. At <https://www.rsis.ramsar.org> and further below in this attachment it can be seen what is implemented today.

To include in proposal

Technical proposal

The approach and steps of the transfer

Financial proposal

All costs linked to the transfer

Task 2 – Manage the hosting and support

Once the control is with the new vendor, the client expects a proactive management of the hosting and system.

Production and staging instance

Two instances of all components of the system are required, one for staging and one for production environment.

Services include

- Web server management
 - Proactive management of the OS
 - Proactive management of all services for smooth operation
 - Installation of critical updates
- Web server monitoring and alerting
 - Management, maintenance and updating of monitoring solutions
 - Real-time monitoring of alerts
- Security and firewall maintenance
- Daily full backup

To include in proposal

Technical proposal

Detailed description of the services, including incident management, response times etc.

Financial proposal

The bidder will give an estimate of how much the service level agreement including the points above would cost. The costs should be split into

- initial setup
- monthly recurring costs of hosting
- monthly recurring costs of services

Task 3 - Redevelopment to replace Drupal 7

Once task 1 is complete and the task 2 is well established the client wishes to replace the system's underlying CMS Drupal 7. At the convention we have several systems running on Drupal and it was adopted as the tool to

use. We therefore welcome the approach of an upgrade to the latest Drupal version, but if another CMS or framework is better suited for particular reasons we will consider the proposal.

The system as is serves the Contracting Parties' and Secretariat's needs, there is at this time no requirement to re-do the visual design nor the structure of the website. The main focus is to migrate all existing functionality to the new CSM or framework for security reasons and to be future proof.

The vendor will be responsible for the following tasks:

- Perform a thorough analysis of the current system to identify custom modules, themes, and configurations that need to be updated or replaced
- Develop a migration plan that outlines the steps required to upgrade the system from Drupal 7, including any necessary changes to data models or site structure
- Migrate the website, ensuring that all existing content and functionality is preserved

For a more detailed description of all parts of the system please see chapter [Components and functionalities](#) below.

To include in proposal

Based on the information provided in this RfP, the bidder will include:

Technical proposal

The approach for the re-development, including:

- Methodology and experience
- Technology chosen
- A rough timeline and availability ensuring the security of the site is not compromised due to end of support for Drupal 7.

Financial proposal

- Daily / hourly rates of staff involved
- An estimate of costs for the migration of the components and functionalities described below
- An estimate of how much the re-build would cost overall, including management costs and any other related costs

Task 4 - Small fixes and enhancements to the system

The implementation of changes and custom developments are on a request base. Whenever a new feature or any other development is needed the client will send a request to the Bidder. This section applies to the current Drupal 7 system as well as to the new system once task 3 is complete.

Workflow

As an example, the workflow could look as follows:

1. The client creates a task in a ticketing system.
2. The development team estimates the time needed to implement the task in hours.
3. The client decides whether the task should be implemented or not.
4. If the estimate is accepted the development team starts implementation and keeps track of the hours spent. Should the hours spent surpass the estimate the development team asks the client again for approval before proceeding.
5. The feature is deployed on the staging instance.
6. The client tests the feature and gives feedback.
7. The feature is pushed to production.

Accountability

The system chosen for this task should allow the client to be able to see the spent hours on a task, and to create reports of hours spent over a period of time.

To include in proposal*Technical proposal*

The bidder will include detailed information on the methodology used

Financial proposal

Hourly / daily rates for all involved staff.

Components and functionalities

OS and docker

Currently the main server's OS is Ubuntu 20.04.4 LTS. All services of the RSIS are dockerized as a stack using docker compose.

The stack services are as follows:

- App: provides the requirements for drupal and the online form (php, libraries, etc.)
- db_drupal: postgres
- db_risapp: postgis
- Geoserver: geospatial service
- http: nginx
- http_cache: varnish
- http_cache_log: varnish log which outputs https access
- Memcached: database cache
- Ofelia: trigger various cron tasks
- Solr_risapp: search engine
- Url2pdf: converter service

General structure

Databases

The application uses two distinct databases, the standard Drupal 7 database and a proprietary RSIS database which holds the information for the sites and the online form. Both are in a PostGres / PostGis Database.

Functionality and Modules

Core Drupal functions and some contributed modules are in use, but a big part is implemented in two different ways: "Drupal 7 customization through modules" and "RSIS PHP application".

Drupal 7 customization through custom modules

- Access Control (ACL) rules
- Permission mechanism which is used to implement the access control (ACL) for the online form across the publication workflow
- Manage my site pages uses customized views extensively to fetch data from the RSIS database using the ACL to control the output
- Exportation which combines the result of search engine with a queue processing and a notification system
- The public facing part makes use of "Apache Solr search" and "FacetAPI" modules but the search index structure and process is greatly customized since the data doesn't come from the Drupal database but from the RSIS database

RSIS PHP application

The most complex part which is the online form is an almost stand-alone PHP application which uses some Drupal features such as user authentication, permissions, custom modules etc. The online Form main control flow doesn't use Drupal or any other framework; it is built using "direct PHP pages". See below for more details.

Explore sites (Public part)

At <https://rsis.ramsar.org/> the public can explore information about the sites.

Search for a Ramsar Site

Filters and search

The section to the left is to filter and search for sites. It is a faceted search based on Solr using Drupal's "Apache Solr search" and "FacetAPI" modules.

Map

The map contains different base layers as well as the centroids and where available the polygons of the sites. Technology used is:

- Openlayers 2 for the visualization
- Geoserver for the geo features (centroids, polygons)
- Either openstreetmaps, mapbox or Bing for base layers

Export of centroids and polygons

Under the map centroids and polygons can be exported in shape file format.

List

The list section contains the result in a list form using Solr results and is output with Drupal 7 renderable arrays and templates.

Stats

The stats section displays the results as graphs using the Solr results, transformed within Drupal and then output through the Highcharts library for visualization.

Exports

The exports section provides a way to export the result in PDF or Excel format using the Solr results which is then transformed and queued within Drupal.

RSS 2.0

Exposes key data for all sites in xml format. This is read by the Ramsar main website and potentially other services. It uses the Solr results which is transformed to output a proper RSS feed.

Manage my sites (Password protected)

This password protected area is reserved for the Secretariat and the Contracting Parties. It is used to manage new site designations and site updates, as well as management of site threats, exports and other administrative functions.

You can find a comprehensive summary of available help resources for that part of the system on our website. Consult the written tutorial and the different videos to get a better insight.

Link to resources: <https://www.ramsar.org/resources/training-webinar-for-national-focal-points-and-ris-compilers>

Dashboard

On the dashboard the logged in user can see a list of Ramsar sites of their country. Depending on the level of access the user can create, view, edit, launch updates, manage compilers and manage the list of threats. The lists are based on Drupal views.

Pending Ramsar Sites

Filter(s)

Apply any filter to reduce the number of rows of the Ramsar Sites list below.

Ramsar ID	Official name	Status	Country
<input type="text"/>	<input type="text"/>	Select some options	Select some options

Apply Reset

Id	ID Ramsar	Official name	Type	Status	Last modifica	Country	Compiler	Actions
3650129		Ongeluksnek Nature Reserve	New site	Opened	13-04-2023	South...	Dean.p...	edit
65	476	Lake Nakuru	Update	Submitted to Ad...	13-04-2023	Kenya		Edit
567	1049	Lake Gore	Update	Opened	13-04-2023	Australi...		View
1475	1491	Manawatū River mouth and estuary	Update	Submitted to Do...	12-04-2023	New ...		Delete
183	40	Anzali Wetland	Update	Submitted to Do...	12-04-2023	Iran (I...		Archive
657	813	Refugio de Vida Silvestre Bocas del Polochic	Update	Back to Adminis...	12-04-2023	Guatem...		Manage compilers
2086	2082	Tana River Delta Ramsar Site	Update	Opened	12-04-2023	Kenya	Lmuita...	edit
3229152		Lac Karihani	New site	Back to RIS Compil	12-04-2023	France	Ggayet...	edit
585	556	Parque Nacional Laguna Blanca	Update	Back to RIS Compil	11-04-2023	Argentir	Ajdnich...	edit
1626	1626	Parque Provincial El Tromen	Update	Back to RIS Compil	11-04-2023	Argentir	Ajdnich...	edit

1 2 3 4 5 6 7 8 9 ... next > last >

Working with a Ramsar site Information Sheet (RIS)

The RIS online form is an almost stand-alone module coded in PHP, it uses Drupal functions to determine the role of a user and the corresponding permissions to access functionalities and sections of the form.

Workflow

A RIS goes through a workflow, see page 2 in this [Tutorial](#). Depending on the status of the site, the Contracting Party and the Secretariat can edit a site and perform other actions.

Form editor

The form for the RIS is based on [Resolution XI.8](#) and has been adapted to be used online.

The screenshot shows a web interface for managing Ramsar sites. At the top, there is a navigation menu with tabs: Home, Summary, Data & location (selected), Why is the Site important?, What is the Site like?, How is the Site managed?, Additional material, Submit, and Export. Below the menu, the breadcrumb trail reads 'Data & location > Site location'. The main title is 'Ongeluksnek Nature Reserve - South Africa' with a status 'opened'. A progress indicator shows '8 % completed'. The section '2.2 Site location' is expanded to show '2.2.1 Defining the Site boundaries'. A note states: 'The site boundaries must be clearly delineated on **both**: a) a GIS shapefile and b) a digital map/image:'. Task 'a1) Upload a GIS shapefile of the site boundaries, or' has a 'Browse' button. Task 'a2) draw the site boundaries:' has a 'start editing site' link and a map area showing 'Site total area: 0 ha'.

This form is the most complex part of the system. There is a big number of fields (see resolution) and workflow specific behaviour. To guide and help the user when filling in the data a validation logic has been implemented.

Comments

Once an RIS has been submitted to the Secretariat, the comment function is enabled. This enables the Secretariat to record hints and questions for individual fields before sending the form back to the compiler. This functionality has a logic to determine who can add and resolve comments at what stage of the workflow.

Export

The online form can be exported to two different formats, PDF and MS-Word. In both cases all the fields, including current content and comments are exported. The intend of these exports is to send it to a compiler offline to seek input. Find here a Word export of an empty site: <https://www.ramsar.org/document/blank-offline-ris-word-form-for-new-designations>. The PDF export looks like the published PDFs of an RIS, e.g. https://rsis.ramsar.org/RISapp/files/RISrep/ZA2501RIS_2303_en.pdf.

The technology used for the generation of the Word file is PHPOffice / PHPWord library, and to generate the PDF <https://html2pdfrocket.com/> service is used.

Permission matrix

To handle permission for access and actions for Ramsar sites in their different stage a permission matrix was implemented in a custom module. It allows an admin to set access to different actions on a site based on the role of the user and the status of the site, considering the country / region that user has access to.

RISV STATUS	ANONYMOUS USER	AUTHENTICATED USER	ADMINISTRATOR	USERS ADMINISTRATOR	SC / RIS SUPER ADMINISTRATOR
any! (override any permission with a specific status)	view - None - v	view - None - v	view All v	view - None - v	view All v
	edit - None - v	edit - None - v	edit All v	edit - None - v	edit - None - v
	update - None - v	update - None - v	update All v	update - None - v	update - None - v
	delete - None - v	delete - None - v	delete All v	delete - None - v	delete All v
	archive - None - v	archive - None - v	archive All v	archive - None - v	archive All v
	manage comments - None - v	manage comments - None - v	manage comments All v	manage comments - None - v	manage comments - None - v
	publication - None - v	publication - None - v	publication All v	publication - None - v	publication All v
	manage post publication - None - v	manage post publication - None - v	manage post publication All v	manage post publication - None - v	manage post publication All v
	manage compilers - None - v	manage compilers - None - v	manage compilers All v	manage compilers - None - v	manage compilers All v
	create article 3.2 - None - v	create article 3.2 - None - v	create article 3.2 All v	create article 3.2 - None - v	create article 3.2 All v
	notify - None - v	notify - None - v	notify - None - v	notify - None - v	notify - None - v
	Launch data completion - None - v	Launch data completion - None - v	Launch data completion - None - v	Launch data completion - None - v	Launch data completion - None - v
	Submit data completion - None - v	Submit data completion - None - v	Submit data completion - None - v	Submit data completion - None - v	Submit data completion - None - v
	Overwrite published RIS - None - v	Overwrite published RIS - None - v	Overwrite published RIS - None - v	Overwrite published RIS - None - v	Overwrite published RIS - None - v
opened (opened)	view - None - v	view - None - v	view - None - v	view - None - v	view - None - v
	edit - None - v	edit - None - v	edit - None - v	edit - None - v	edit - None - v
	update - None - v	update - None - v	update - None - v	update - None - v	update - None - v
	delete - None - v	delete - None - v	delete - None - v	delete - None - v	delete - None - v
	archive - None - v	archive - None - v	archive - None - v	archive - None - v	archive - None - v
	manage comments - None - v	manage comments - None - v	manage comments - None - v	manage comments - None - v	manage comments - None - v
	manage compilers - None - v	manage compilers - None - v	manage compilers - None - v	manage compilers - None - v	manage compilers - None - v
submitted to Administrative Authority (submitted to AA)	view - None - v	view - None - v	view - None - v	view - None - v	view - None - v
	edit - None - v	edit - None - v	edit All v	edit - None - v	edit All v
	update - None - v	update - None - v	update - None - v	update - None - v	update - None - v
	delete - None - v	delete - None - v	delete - None - v	delete - None - v	delete - None - v
	archive - None - v	archive - None - v	archive - None - v	archive - None - v	archive - None - v
	manage comments - None - v	manage comments - None - v	manage comments - None - v	manage comments - None - v	manage comments - None - v
manage compilers - None - v	manage compilers - None - v	manage compilers - None - v	manage compilers - None - v	manage compilers - None - v	

Sites under thread (secretariat only)

This section is to manage article 3.2, which are threats to designated sites. It allows to record statuses and add comments and documents to track the thread. It consists of a Drupal view to list the threats and 2 standalone PHP forms to edit the threats and record the actions.

Admin section (reserved to Secretariat)

Over the years administrative features and tools have been implemented to help the secretariat support CPs in filling in the form and to keep the system healthy. Furthermore, it allows to manipulate fields in the database that are not directly accessible in the form. It also offers an extended export functionality enabling the export for almost all fields from the database.

As this is reserved to admin users the interface is kept simple and functional, there is no need for a sophisticated interface in this section.

Admin pages

Contains 4 pages to manipulate data that is not accessible through the online form. They are simple HTML / Javascript pages with a basic interface.

RIS List

On this page an admin can filter all sites using a Drupal view, and then choose what fields should be exported. This functionality is more complex than the other pages, not only for the fact that the user can choose from all fields, but also the generation of the export fetching the data from the different tables. This page uses Drupal's views module together with a cusopm module specifically created to get information out of the RSIS database.

Actions tracking

The RSIS records actions around the editing of an RIS, for example who saved a section, who submitted a site to the secretariat etc. This interface allows the secretariat to view and export the action log. It is based on Drupal views and filters.

People

The standard Drupal user management, to add, edit and remove Drupal users.

Official site list

The Secretariat maintains an official list of sites here <https://www.ramsar.org/document/the-list-of-wetlands-of-international-importance-the-ramsar-list>. The RSIS automatically generates a Word document that can then be edited if necessary and saved as a PDF before it is uploaded to the Convention's website.

Annotated report by country

For each country the RSIS automatically generates a PDF that is accessible through the Website, for example here: https://rsis.ramsar.org/sites/default/files/rsiswp_search/exports/Ramsar-Sites-annotated-summary-Switzerland.pdf?1681474217. This PDF is updated regularly and automatically to reflect changes to the sites. The pdf is built from a standard html page which is then turned into pdf using the stack Url2pdf service.

Attachment 3 – Template consultancy agreement



TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

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

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

- 1. READ ALL PROVISIONS;**
- 2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;**
- 3. SHARE WITH SECRETARIAT FINANCE MANAGER FOR REVIEW AND APPROVAL**
- 4. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;**
- 5. SHARE WITH THE NECESSARY STAFF WHO NEEDS TO SIGN-OFF ON THIS AND FINANCE FOR REVIEW AND THE SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE)**

CONSULTANCY AGREEMENT Nr. _____ (the “Agreement”)

between

The Secretariat of the Convention on Wetlands hosted by IUCN, International Union for Conservation of Nature and Natural Resources (“IUCN”), Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter referred to as “Secretariat”)

and

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

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

PREAMBLE

Whereas the mission of the Convention on Wetlands is “the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world”;

[OPTION 1] **Whereas** Secretariat has received a donation from **[name of the Donor]** (hereafter the “Donor”) to implement the Project **[insert the name]** (the “Project”) and wishes to benefit from certain

skills and abilities of the Consultant with the aim of providing Secretariat with assistance and support in [describe the activities for which support is expected from Consultant].

[OPTION 2] **Whereas** Secretariat wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist Secretariat with such services under the terms and the conditions set forth in this Agreement.

Whereas the Consultant has assured the Secretariat that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

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

1.2 The Consultant will assign [name of the person(s) and title(s)] (the "Key Personnel") to the performance of the Services on behalf of Consultant. The replacement of any Key Personnel must be approved in advance by Secretariat in writing.

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

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

5.1 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 Secretariat Contact Person.

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

5.3 In the case of illness or accident or a case of Force Majeure as described under clause 15.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify Secretariat in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, Secretariat 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 submission of ... [please indicate what task(s)/deliverable(s) will trigger payment] and the second invoice; and

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

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

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

5.4 Secretariat 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]
IBAN No: [xxx]
SWIFT Code*: [xxx]
**or other bank routing code*

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

5.6 All invoices in connection with this Agreement shall be directed to:

IUCN
Convention on Wetlands
Rue Mauverney, 28
1196 Gland
Switzerland

6. TRAVEL EXPENSES

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

6.2 The IUCN Travel Policy (April 2019) 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 Secretariat Contact Person in order for reimbursement to be made.

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. Secretariat 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 Secretariat or any other non-public information relating to the business, financial, technical or other affairs of Secretariat except as required by Secretariat 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 Secretariat, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to Secretariat.

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

8.3 The Consultant shall:

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

8.3.2 disclose know-how and other confidential information of Secretariat which is provided by Secretariat 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.

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in Secretariat and the Consultant hereby agrees to assign to Secretariat, 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, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item of part thereof wherever in the world enforceable.

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

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

11. LIABILITY AND INDEMNITY

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

11.2 The Consultant agrees to indemnify and hold Secretariat harmless from any and all losses and damages that Secretariat 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:

Secretariat Contact Person	Consultant Contact Person
[name] [title] [address] [phone] [email]	[name] [title] [address] [phone] [email]

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

13. ETHICS, FRAUD AND CORRUPTION

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

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

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

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

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

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

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

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

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

15. TERMINATION

15.1 Termination for cause

15.1.1 Secretariat 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 Secretariat;
- 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

15.1.2 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 Secretariat for all expenditures incurred in the performance of this Agreement.

15.2 Termination for lack of Donor funds

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

15.3 Termination for force majeure

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

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

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

15.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 15.3.

15.4 Effects of Termination

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

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

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

15.4.3 reimburse Secretariat for any expenditures made in breach of the terms of this Agreement and

15.4.4 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.

16. PROCESSING OF PERSONAL DATA

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

16.2 Secretariat may in the course of performance of this Agreement provide the Consultant with Personal Data. Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law.

16.3 Any processing of Personal Data shall be done in accordance with the terms of the Agreement and the applicable law. In particular, it shall be processed in a manner that ensures the security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

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

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

16.6 The Consultant shall promptly, and in any case within forty-eight (48) hours inform Secretariat through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

Secretariat of the Convention on Wetlands **[full name of OTHER PARTY]**

Date: _____

Date: _____

Martha Rojas Urrego

[Name of representative]

Secretary General

[Position of representative]

ANNEXES

[please list all annexes named in the agreement]