IUCN Global Communications Unit

Issue Date: 27 November 2019

Closing Date and Time: 12 January 2020 17:00 CET

IUCN Contact:
Mark Gnadt
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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

Created in 1948, IUCN is now the world’s largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,400 Member organisations and some 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

www.iucn.org    https://twitter.com/IUCN/

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the provision of daily and summary reporting services for the upcoming IUCN World Conservation Congress 2020 to be held 11-19 June 2020. The detailed description of the Requirement can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

<table>
<thead>
<tr>
<th>RfP Issue Date</th>
<th>27 November 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RfP Closing Date and Time</td>
<td>12 January 2020 17:00 CET</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>20 January 2020</td>
</tr>
</tbody>
</table>
1.4. Conditions

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

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

1.5. Queries and questions during the RfP period

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

Proposers may submit their queries no later than 10 December 2019 17:00 CET.

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

1.6. Amendments to RfP documents

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

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than 17:00 CET on 12 January 2020 by email to: mark.gnadt@iucn.org. The subject heading of the email shall be [RfP – Congress onsite reporting - [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 10:00 CET on 13 January 2020, 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 and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

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

1.9. Withdrawals and Changes to the Proposal

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

1.10. Validity of Proposals

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

1.11. Evaluation of Proposals

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.
PART 2 – THE REQUIREMENT

IUCN is the world's largest and most diverse environmental network with over 1,400 government, non-government and indigenous peoples' organisation Members, more 15,000 volunteer experts, and hundreds of partners in the public and private sectors. It provides public, private and non-governmental organisations with the knowledge and tools that enable nature conservation and human progress to take place together.

Every four years, the IUCN convenes the World Conservation Congress, which brings governments, civil society, scientists, CEOs, local communities, educators, faith-based organizations and others together to share views, debate and act on the most pressing and often controversial global conservation issues.

The Congress will play a critical role in defining nature’s role in achieving the Sustainable Development Goals and the Paris climate agreement. It comes just months before the fifteenth UN Convention on Biological Diversity Conference of the Parties (CBD CoP 15) in October and will be the last major opportunity for non-government stakeholders to work with governments to shape the conversation going into that event.

IUCN wishes to award a consultancy contract to independent reporting service to provide daily coverage of the Congress, produce written online reports on the main thematic areas and outcomes relevant to broader global objectives such as the SDGs, CBD CoP 15, and implementing the Paris Climate Agreement. The consultant should complement the written reports with videos and photos from the event and have a platform to distribute the reports to target audiences relevant to IUCN’s objectives.

The Contractor will be required to work according to the detailed Terms of Reference contained in the following sections.

BACKGROUND

The Congress will run from 11-19 June 2020 in Marseille, France. The first half of the Congress includes both the Forum and Exhibition. These segments are open platforms to showcase the latest in conservation through a variety of different types of sessions which cover a broad spectrum of scientific, political and social aspects of conservation issues. Forum events are open to registered Congress participants, and Exhibition events are open to the public during some parts of the day.

The Forum and Exhibition inform the Members’ Assembly, where IUCN’s more than 1,400 government and civil society Member organizations spend the final four days of Congress debating and deciding a course of action for conservation issues of global and regional significance. These debates are held in plenary.

The World Conservation Congress will be a gender-responsive event aiming for equitable participation of women and men and providing a safe and respectful environment free from harassment.

In 2020, IUCN and the Government of France will also host a series of summits in parallel to the Congress, including President Macron’s 4th One Planet Summit along with a Youth Summit, a CEO Summit, and potentially an Indigenous Peoples Summit and a Mayors Summit.

The 2020 IUCN Congress comes in a pivotal year, with biodiversity and nature increasingly at the forefront of public discourse, the Paris Agreement entering into force and the UN Convention on Biological Diversity (CBD) Conference of Parties in China (CBD COP15) set to redefine global biodiversity targets. It also marks the beginning of the final decade for humanity to reach the Sustainable Development Goals and to take the necessary actions to avoid the worst of climate change. The Congress takes place four months before the CBD meeting and is the only major international event on these topics with outcomes decided by governments and civil society together. Because of this, President Macron, the French government and IUCN see the IUCN Congress as a decisive step in setting the direction humanity takes in addressing these global challenges.
SCOPE OF WORK

The onsite reporting contractor will report on events and announcements made at the Congress in the Forum, Exhibition and Members’ Assembly portions of the event. The contractor will provide daily reporting and a summary of the events and outcomes at the end of the Congress. The daily and post-Congress summary reports should be made available in digital form, hosted by the contractor, with an option for users to print a cleanly-formatted version from the website.

The draft Congress programme and agenda will be available on the IUCN Congress website 13 December 2019. Preliminary schedule of Forum events, excluding IUCN and other pavilions or side events and the preliminary agenda for the Members’ Assembly are on the Congress website. IUCN will provide Exhibition and Summit event schedules as they become available.

IUCN will provide daily lists of specific priority sessions to cover, and the Contractor may choose to cover additional sessions beyond those identified by IUCN. While these lists, the overall programme and timing of sessions may change, for the purposes of submitting a proposal for this RfP, the Proposer can assume:

- A Forum Opening will occur on the morning of 12 June
- Seven thematic plenaries will occur in parallel on both 12 and 15 June
- On each day of the Forum, up to 14 thematic sessions will occur in parallel between 10:30 and 18:00
- Four high-level dialogues, one each day during the Forum, and two ‘A conversation with’ sessions featuring VIPs
- In addition to the larger sessions mentioned above, on each day of the Forum there will also be between five and fifteen parallel campus sessions in the morning and in the afternoon, 10 speaker pitches happening in parallel at various times along with numerous other sessions in the Exhibition

Because of the vast scope of the Congress, the onsite reporting contractor will not report on every session within the event. It will instead report on sessions and announcements related to the eight Congress themes as well as issues or discussions directly relevant to negotiations at CBD COP15 in China, known in the international conservation policy arena as the Post-2020 Agenda. The onsite reporting contractor will be required to cover these eight specific issues during both the Forum and Members’ Assembly portions of the Congress and during the associated summits.

Specific areas of focus may change between now and the Congress. IUCN will provide contractor advance notice of any changes that occur after the signing of the onsite reporting contract.

During the Members’ Assembly, the onsite reporting contractor will cover the debates and motions related to the eight issues and also additional motions as directed by IUCN in advance, although there may be new motions introduced at the Congress that will need to be covered. The contractor will report on major announcements made at the Members’ Assembly as well as on the highlights of the debates on the assigned motions and on the decisions taken by the IUCN Membership. Unlike the Forum where many events happen simultaneously, the Members’ Assembly debates and actions happen one at a time in a large plenary. The Youth Summit will happen in parallel to the Members’ Assembly, and there may be a small number of Exhibition events also happening in parallel.

The contractor will not be required to report on excursions or events held outside the Congress venue or after the closing of the Members’ Assembly with the exception of planned announcements that IUCN will notify the contractor of in advance.
SPECIFIC TASKS

The contractor will be required to conduct the following specific tasks:

- Be well-versed in advance of the Congress in the issues to be covered listed in the Scope of Work section of this RfP;
- Attend daily assignment meetings during the Congress with the IUCN communications team to verify and update the list of events to be covered that day;
- Attend sessions and events required to provide quality reporting on the 8 topics and other assignments with written, video and photographic content;
- Distribute daily and post-Congress summary reports to an established audience relevant to IUCN but beyond IUCN’s established reach, including through social media, email and other electronic means;
- Conduct follow up interviews with key experts, speakers or others to ensure accurate and robust coverage of each topic;
- Work with IUCN to develop strategies for covering the most relevant events and announcements related to each issue.
- Provide advice to IUCN on how to best reach its targeted audiences with this information.

EXPECTED DELIVERABLES

The contractor will be required to deliver the following results and products in close coordination with the Congress communications, Forum and Members’ Assembly teams:

- Daily wrap up reports in all three official IUCN languages (English, French and Spanish), including photographs, on each issue to be covered, posted online and made available for print, email and social media distribution at the end of each day of the Congress;
- Summary reports on each issue to be covered written in English, including photographs, posted online and made available for print, email and social media distribution within five days of the end of the Congress;
- Distribution of daily and summary reports to audiences relevant to IUCN via email, social media and other channels;
- Host daily and post-Congress summary reports online in both html and PDF formats on a web portal of the contractor that links to the Congress website;
- Final summary report drawing from and synthesizing reports on all eight issues, decisions taken and major announcements from the Congress to be provided in a well-designed and easy to read PDF document, provided within 2 weeks of the end of Congress;
- Translations of all reports into French and Spanish within five days of the end of Congress, translations are to be done by qualified professional translator terms and proof-reading for accuracy of terms must be assured.

PREFERRED COMPETENCIES

In addition to the above requirements, IUCN prefers candidates which are:

- Able to cover the eight topics with adequate but not excessive numbers of on-site reporting staff;
Supply of onsite reporting, IUCN World Conservation Congress 2020

- Credible sources of reporting for IUCN’s internal and “nexternal” audiences, including demonstrated prior knowledge of the issues to be covered;
- Able to host the daily and post-Congress summary reports online;
- Able to distribute the daily and post-Congress summary reports to an established audience relevant to IUCN but beyond IUCN’s established reach, including through social media, email and other electronic means;
- Able to drive web traffic to the reports; and
- Able to capture photographs, audio and video to augment daily and post-Congress summary reports.

DURATION OF THE ASSIGNMENT

The duration of the reporting assignment is estimated at 9 reporting days, over the period from 11 – 19 June 2020. The assignment also includes up to 2 working days for meetings with the Congress Communications Team and other stakeholders to discuss background on the topics to be covered and to discuss specific editorial assignments and to complete the deliverables.

TRAVEL TO AND FROM MARSEILLE

All related travel, lodging and subsistence costs to, from and during the stay in Marseille will be covered by the project as described in section 4.2 of this document.

LANGUAGE

All materials shall be produced in English, and the contractor will be responsible for translating them into French and Spanish ensuring high-quality translations by certified translators as well as proof-reading of all translated texts. English will be the working language during the consultation meetings.

ADDITIONAL SERVICES

Additional, related services offered by the contractor that would enhance the overall presentation and distribution of the reporting will be considered at IUCN’s discretion upon receipt of Proposals.

LOGO PLACEMENT

The contractor will display the following logos on the web space created to house the reports from the IUCN Congress: IUCN logo, Congress logo, Host Country logo.

PART 3 – THE EVALUATION MODEL

The evaluation of proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in the table below:

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Maximum points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of the reporting service in reporting on international sustainable development and conservation issues</td>
<td>30</td>
</tr>
<tr>
<td>2. Quality of digital reports and communications tools, including examples of past work</td>
<td>25</td>
</tr>
<tr>
<td>3. Quality and reach of online distribution of reporting products</td>
<td>20</td>
</tr>
<tr>
<td>4. Price Score</td>
<td>25</td>
</tr>
<tr>
<td>Total Score</td>
<td>100</td>
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</tbody>
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A Price Score (PS) is assigned to all Proposals applying the following formula: PS = 25 x LP/PP

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Where:

- PS is the Price Score of the offer under evaluation;
- 25 is the maximum score in points obtainable in the Price evaluation;
- LP is the lowest price amongst those Proposals that pass the technical threshold (see below);
- PP is the price of the Proposal under evaluation.

Proposals must earn at least 50 out of a possible 75 points on the first three (non-price) criteria to be considered for the contract. The contract will be awarded to the Proposal with the highest total score, subject to the Proposal Conditions in Part 1 above, a successful reference check and the following caveat:

**IMPORTANT**: In the event that the Proposal achieving the highest Total Score is deemed not affordable, IUCN reserves the right to engage in direct negotiation with the 3 (three) highest-scoring Proposers to identify whether any – and, if so, which – aspects of the Requirement may be excluded in order to reduce the total price to an affordable level. In this case, the terms and criteria of the final selection will be communicated to the three highest-scoring Proposers prior to opening the negotiations.

**PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS**

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

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

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

4.1. Declaration

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

4.2. Technical information/Service Proposal

Proposers are required to submit the following details in their technical proposal:

i. Website of the Proposer;

ii. General approach to reporting on international sustainable development or conservation events, including relevant examples of past experience, an assessment of anticipated challenges and potential solutions, and an outline of the team the contractor will send to the event including the number of people, total anticipated number of work days, hotel nights and rest days in Marseille. Please note that the Members’ Assembly (16-19 June) portion of the Congress should require fewer reporters since only the youth summit is in parallel;

iii. Relevant examples demonstrating the capacity of the Proposer to produce quality digital reports and communications tools that are comparable to what it would provide for the IUCN Congress. Please note any differences between the examples and what the Proposer would provide for IUCN;

iv. One relevant example or description demonstrating the online distribution capacity of the Proposer and a description of the type of distribution IUCN can expect for the reporting from the IUCN Congress event;

v. Confirmation that the Proposer will comply with all requirements listed in Part 5 of this RfP
vi. References – contact details of 3 referees familiar with the Proposer’s experience relevant to reporting on international sustainable development or conservation events;

vii. Additional Services – Details of additional, related services that the Proposer considers would enhance the overall presentation and distribution of the reporting.

Please note that these will not form part of the evaluation of Proposals and will only be used in the final contract negotiations with the selected Proposer.

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, including all travel expenses to, from and during the time in Marseille required to execute the obligations of this RfP. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract. IUCN will help to secure discounted group rates for accommodation in a 3-star hotel in reasonable proximity to the event venue based on the number of room-nights corresponding to your Proposal.

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in Swiss Francs.

Rates and Prices

The Proposer should make note of any differentiation in costs for different categories of staff it will bring to perform the requirements of this RfP.

Additional Scope – Proposer should include:

- Daily costs for adding additional staff including all travel-related costs, insurances, benefits and compensation;
- Cost for extending service of an onsite team member for an additional day (including accommodation and per diem); and
- Cost for expanding coverage of the Summits to include full coverage of each Summit (final report for each one-day Summit and daily reports plus final report for the 3-day Youth Summit);
PART 5 – LEGAL AND OTHER REQUIREMENTS AND DOCUMENTS TO PROVIDE LINKED TO THE PERFORMANCE OF THIS CONTRACT IF SELECTED

If selected to provide the services in this RfP, as part of the Contract in addition to the services and requirements described above, the Contractor will have to abide by the following obligations.

5.1 French labour and related legislation

The Contractor must:

- Comply with all obligations of the French labour law and social security law for its own personnel working in France and handle all paper work with the French authorities with regards to prevention of illicit/undeclared work, handling of work permits for foreign employees, managing social security contributions, documentation and compensation of overtime, etc. as outlined in section
- Comply with the health and safety legislation
- Ensure that any subcontractors comply with all obligations of the French labour law and social security law for their own personnel working in France outlined in section 2.5;
- Ensure that any subcontractors comply with the health and safety legislation.

5.2 Security

The Contractor must comply with the requested provisions relating to site security including any specific requirements that may be set by IUCN or the host Country with regards to organisation, operating methods, materials, equipment, implementations and installations. It must also ensure that its employees, deliverers, subcontractors and suppliers comply with them.

Each Contractor will need to register all its staff, including any substitutes who may be delivering services onsite, as well as the staff of subcontractors and suppliers, in accordance with the procedures to be transmitted by the Host Country via IUCN in order to carry out security screenings as requested by the Prefecture de Marseille. The Contractor must obtain the necessary accreditations to work onsite. The contractor may not claim any compensation for the time and resources spent in complying with this procedure including but not limited to potential replacements of staff refused by the Prefecture.

The Contractor will take into account the following security measures in its planning:

- the control procedures in order to access the Venue;
- the procedures for the individual accreditation of the staff mentioned above and the identification (such as a badge or windscreens sticker) of any vehicles they may use.
- Vehicles will be accessed through entry points identified by the competent authorities. These will be the mandatory crossing points for all vehicles for access. Each Contractor will have to take into account in their interventions the time required for vehicle and personnel checks at the entrances. No claim can be made for time spent performing these checks.

5.3 Insurance

The Contractor declares that he has taken out insurance covering personal injury and its staff, as well as any person who would act on its behalf, could cause during the performance of the services. At any time during the execution of the market, he must be able to produce this certificate.

5.4 Required documents

In line with the relevant articles of the French labour law and the French law on social security the Contractor will provide the following documentation if selected and upon signing the contract. Please note that these
documents are without prejudice to those the Contractor must permanently hold as an employer under the labour law.

For Contractors established in France:

a) Document relating to prevention of illicit/undeclared work
   - Certificate issued by French URSSAF;
   - K-bis (certificate of corporate registration) for professions requiring such registration;
   - An identification card proving registration with the trade registry;
   - An official document (offer, brochure, letter) showing the corporate registration number, name and address of the Contractor.

b) Document regarding employment of foreign employees
   - A list of all the employees for whom a work permit is required;
   - The list must specify for each employee: the date of hiring, the nationality, and the number and type of work permit.

For Contractors established outside France:

a) Document relating to prevention of illicit/undeclared work
   - A1 forms of each employee for Contractors based in EU/EEA/CH;
   - SE Form or certificate issued by French URSSAF for Contractors established outside EU/EEA/CH;
   - Certificate of registration (corporate register) in the country of establishment;
   - As the case may be, documentation detailing its French VAT number. Otherwise, a document issue by the Tax administration of its country and mentioning its name and address.

b) Regarding secondment of employees:
   - Copy of declaration of secondment;
   - Copy of the appointment letter of a representative in France.
   - Furthermore, if the Contractor uses one or more subcontractors (or a temporary work agency established outside France), the Contractor shall provide IUCN with a copy of each secondment declaration filed by its subcontractors, before the beginning of the performance of the services by the subcontractor.

c) Regarding employment of foreign employees
   - A list of all the employees for whom a work permit is required
   - The list must specify for each employee: the date of hiring, the nationality, and the number and type of work permit.

PART 6 – PROPOSED CONTRACT

Annex 1 below is the proposed Contract for Congress onsite reporting. 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.
**PART 7 – DEFINITIONS**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Contract</td>
<td>Means any contract or other legal commitment that results from this Request for Proposals.</td>
</tr>
<tr>
<td>Contractor</td>
<td>Means the entity that forms a Contract with IUCN for provision of the Requirement.</td>
</tr>
<tr>
<td>Instructions</td>
<td>Means the instructions and conditions set out in Part 1 of this Request for Proposals.</td>
</tr>
<tr>
<td>IUCN</td>
<td>Means IUCN, International Union for Conservation of Nature and Natural Resources.</td>
</tr>
<tr>
<td>IUCN Contact</td>
<td>Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.</td>
</tr>
<tr>
<td>Proposal</td>
<td>Means a written offer submitted in response to this Request for Proposals.</td>
</tr>
<tr>
<td>Proposer</td>
<td>Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.</td>
</tr>
<tr>
<td>RfP</td>
<td>Request for Proposals</td>
</tr>
</tbody>
</table>
CONSULTANCY AGREEMENT
(the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “IUCN”),

and

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

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

PREAMBLE

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

Whereas IUCN wishes to obtain advisory and consulting services from the Contractor for proving onsite reporting services for the IUCN World Conservation Congress 2020 in Marseille, France 11-19 June 2020 (hereafter Congress) and the Contractor agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

Whereas the Contractor has represented to IUCN that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Contractor will provide written and photographic reporting of the Congress, publish this reporting online and distribute this reporting to relevant target audiences. The Contractor 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 The Contractor will assign [name of the person(s) and title(s)] (the “Key Personnel”) to the performance of the Services on behalf of Contractor. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

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

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

2. TERM

This Agreement comes into effect on [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on 30 June 2020 (the “Expiration Date”).

3. INDEPENDENT STATUS

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

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

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

3.4 The Contractor 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 Contractor by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

1.1 The Contractor shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

1.2 The Contractor 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 or accident or a case of Force Majeure as described under clause 14.3 preventing the Key Personnel from performing the Services, the Contractor shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Contractor 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 20% of the Remuneration upon confirmed reporting plan and final list of Contractor personnel and travel dates; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 50% of the Remuneration upon satisfactory and timely completion and IUCN 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 IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.3 IUCN shall make payments to the Contractor’s bank account (to be opened in the name of the Contractor in the place where Contractor 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 IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved by the IUCN Contact Person 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. CONTRACTOR’S WARRANTIES AND UNDERTAKINGS

7.1 The Contractor 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 Contractor to be in breach of any obligation towards a third party.

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

7.3 The Contractor 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 Contractor 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 Contractor's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Contractor shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Contractor 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 Contractor 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 Contractor agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of IUCN, the Contractor 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 Contractor 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 Contractor shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services and Contractor 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 Contractor in the course of providing the Services will belong to IUCN and the Contractor 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 Contractor 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.

11. LIABILITY

The Contractor agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Contractor's actions or omissions in rendering the Services or the breach of any of the Contractor'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:

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Contractor Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
</tr>
<tr>
<td>[title]</td>
<td>[title]</td>
</tr>
<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[address]</td>
</tr>
<tr>
<td>[address]</td>
<td>[phone]</td>
</tr>
<tr>
<td>[phone]</td>
<td>[email]</td>
</tr>
</tbody>
</table>

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, ETHICS AND PERSONAL DATA PROTECTION

13.1 The Contractor shall comply with the principles and expected standards of conduct of IUCN’s Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/sites/dev/files/import/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Contractor confirms it has reviewed and accepted.

13.2 The Contractor shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at https://www.iucn.org/sites/dev/files/import/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Contractor confirms it has reviewed and accepted.

13.3 The Contractor will comply with the Anti-harassment Policy for IUCN events and follow the respective reporting procedure outlined in Annex 1 of that policy as well as with the Congress sustainability policy which will be developed by IUCN and shared with Contractor prior to the Congress.

13.4 Personal Data Protection

13.4.1 IUCN may in the course of performance of the Agreement provide the Contractor with Personal Data or the Contractor may receive such Personal Data directly. Personal Data, is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. Any processing of Personal Data will be done in accordance with the terms of this Agreement and the applicable law.

13.4.2 The Contractor will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). The Contractor will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Agreement.

13.4.3 The Contractor shall ensure that persons authorized to process the personal data have committed themselves to confidentiality.

13.4.4 The Contractor will ensure to obtain relevant authorisations from each individual when collecting Personal Data and inform the individual if and how such data might be used and / or transferred to third parties including but not limited to transfer of data to the registration company contracted by the Host Country.

13.4.5 The Contractor shall not engage another processor without the written authorization of IUCN. IUCN may object to Contractor’s use of a new Sub-Processor by notifying Contractor promptly in writing within thirty (30) business days after receipt of Contractor’s notice. If IUCN does not object to the Sub-processor within thirty (30) days of receiving the information, IUCN shall be deemed to have accepted the Sub-processor. Where the
Contractor engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement shall be imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the applicable law. Where that other processor fails to fulfil its data protection obligations, the Contractor shall remain fully liable to IUCN for the performance of that other processor’s obligations.

13.4.6 Where IUCN Personal Data is transferred and the Contractor is located in 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 Contractor will either:

a) enter into any standard data protection clauses adopted or approved by the European Commission in line with Regulation (EU) 2016/679; OR

b) confirm that it has fully implemented binding corporate rules which provide adequate safeguards as required by Regulation (EU) 2016/679, or has any other similar program or certification that is recognised as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

13.4.7 The Contractor will promptly, and in any case within seventy-two (72) hours inform IUCN through the online form here: (https://portals.iucn.org/dataprotection/requestform) if it determines and discloses to a competent public authority and/or affected data subjects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of IUCN Personal Data has occurred.

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 Contractor:

a) has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

b) defaults in carrying out any of its obligations under this Agreement;

c) 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”);

d) enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or

e) 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.

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

14.2 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.
14.3 Effects of Termination

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

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

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

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

14.3.4 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 Switzerland, 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 Lausanne, Switzerland.

16. GENERAL PROVISIONS

16.1 This Agreement is the complete understanding between IUCN and the Contractor 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 Contractor’s field of specialization.

16.4 This Agreement is personal to IUCN and the Contractor, 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

[full name of OTHER PARTY]
ANNEXES

Annex 1: IUCN Request for Proposal
Annex 2: Contractor Proposal in response to RFP