IUCN: Request for Proposals (RfP)

Development of a Geospatial Portal for the Restoration Barometer Project

Washington D.C Office, Forest Conservation Programme

Issue Date: 23 Feb 2021

Closing Date and Time: 19 Mar 2021 (12h00 CET)

IUCN Contact:
Dr  Muneeswaran Mariappan
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Forest Conservation Programme
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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

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

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

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

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

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

IUCN invites you to submit a Proposal for the Development of Geospatial portal for the Restoration Barometer project. The detailed Terms of Reference / can be found in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

<table>
<thead>
<tr>
<th>RfP Issue Date</th>
<th>23 Feb 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>RfP Closing Date and Time</td>
<td>19 Mar 2021 (12h00 CET)</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>01 Apr 2021</td>
</tr>
</tbody>
</table>

1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangements 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.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "Proposer's Declaration" and include it in their proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

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 6 Mar 2021.

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 12h00 CET on 19 Mar 2021 by email to [muneeswaran.mariappan@iucn.org]. The subject heading of the email shall be [RfP – Restoration Barometer Geospatial Portal - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. M.S. 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 [16h00 CET] on [19 Mar 2021], please send the relevant password to the same email address as used for submitting your proposal. This will ensure a secure bid submission and opening process. Please **DO NOT** email the password before the deadline for Proposal submission.

Proposals must be prepared in English 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 60 calendar days from the RfP closing date.

1.11. Evaluation of Proposals

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

2.1. Introduction

The Forest Conservation Programme (FCP) for the International Union for Conservation of Nature (IUCN) is looking for a service provider that can deliver a new, web portal for the Barometer of Restoration Progress, currently viewable (https://infoflr.org/bonn-challenge-barometer).

The Restoration Barometer is IUCN’s flagship protocol for restoration monitoring, offering governments and other users a methodology by which they can track their interventions and estimate the climate, biodiversity and livelihood benefits of restoring degraded ecosystems and assessing the enabling factors that allowed restoration to succeed.

The objective of the Consultancy

IUCN Global Forest Programme is looking for a service provider that can architect, design and deliver a new multi-lingual web-based portal including geospatial and information with different access rights and permissions according to various types of users. The aim is to develop a standalone geospatial portal for restoration pledgers, countries, government officials, managers, NGO’s, donors and potential donors, academia and other relevant targets public for restoration projects commitment, involvement, tracking and monitoring, guidelines and updates from global to region.

The platform will aim to accommodate three distinct functionalities sections and it will include subsections and other related pages.

1. Geospatial portal with capabilities of
   a. Track and summarise the restoration process at the country level
   b. Enhanced spatial analysis for project-level/ administrative unit level restoration data
   c. Integrate the IUCN and third-party knowledge products related to restoration tracking and monitoring (ex. World Database of Key Biodiversity Areas, Red List of Threatened Species, Red List of Ecosystems, Bonn Challenge website, IUCN Contributions Platform)

2. Knowledge platform
   a. Integrate components from infoFLR website and make corresponding
   b. Capacity building materials page (manuals, technical reports, videos, protocols, etc.)
   c. A discussion forum and or other means for users to engage and exchange information

3. Data submission tool
   a. Access to data submission interface for both spatial and non-spatial data
   b. User login for registered users
   c. Data validation module
   d. Admin interface

4. Country Dashboard
   a. Integrate components from infoFLR Barometer page
   b. Customise/ recreate the country dashboards according to the new portal requirements
   c. Improvise the visualisation part of the country-level data

Specifically, the agency will need to:

- Build a geospatial portal with visualisation, analysis, report generation tools (i.e. maps/graphs/tables) and also interoperability abilities
• Build a visually attractive identity for the platform with a graphic designer while collaborating closely with IUCN staff and external advisors the Barometer
• Recommend and implement ways to visualise data in an engaging manner
• Create a multi-lingual backend portal that allows users situated across the globe to submit data as per the Barometer protocol and data collection sheet
• Develop corresponding user interface components with ensuring consistency (template styles, scripts, fonts, formatting, icons, images, layout techniques, etc.)
• Organise storage of structured data with back-up possibilities

Create training manuals and guidelines/help page for portal access (graphical representation if possible) in collaboration with Barometer team members.

• Administrative, technical and quality control for a year and possible options to extend the minimal maintenance (security and update) support for a period of 3 years
• Full source code including all developed libraries shall be handed over to IUCN's Barometer team

The agency will have the following qualifications:
• Demonstrate the ability to create innovative web-portals with visually appealing design
• Strong knowledge of current web development technologies and web programming languages that includes Drupal/WordPress, PHP, MySQL, etc.,
• Prior experience in developing similar GIS applications using ArcGIS online environment (at least 3)
• Have expertise in ESRI suite, mostly ArcGIS online applications & API's (JavaScript/ Python)
• Experience with Spatial Data Infrastructure (SDI) standards
• Strong knowledge of GIS related libraries (JavaScript/ Python) for visualisation & data analysis

The provider will need to also provide an offer on all website hosting and security aspects of the solution proposed, including but not limited to:
• Website hosting technical setup, architecture and proposed technical environment
• Website hosting proposed provider and physical location indications
• Website hosting proposed a security approach, including all tools required to avoid any hacking, defacing, DDoS, etc.
• Website continued maintenance (bug fixing, patching, etc.)
• Security concept regarding the setup of accounts, the administration of these accounts, self password reset, etc. as well the privacy management of account data (need to be fully GDPR compliant where necessary)
PART 3 – THE EVALUATION MODEL

The proposals received will be evaluated in accordance with the criteria and associated relative weights, as indicated in the table below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.1: Technical Proposal</strong></td>
<td></td>
</tr>
<tr>
<td>Demonstrated understanding of the assignment, technical merit, and relevance of proposed approach to the objectives as described in the ToR.</td>
<td>20</td>
</tr>
<tr>
<td>Clear proposed methodology and work plan to develop and deliver all tasks as described in TOR</td>
<td>20</td>
</tr>
<tr>
<td>Demonstrated consultant's experience in carrying out similar assignments (with 5 examples of their work)</td>
<td>10</td>
</tr>
<tr>
<td>Key personnel's relevant expertise and experience able to achieve the objectives laid out the TOR, particularly in geospatial data management and visualisation and</td>
<td>10</td>
</tr>
<tr>
<td><strong>3.2: Financial Proposal</strong></td>
<td></td>
</tr>
<tr>
<td>Price score</td>
<td>40</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

The contract will be awarded to the proposal, which has obtained the highest total weighted score.

Please note that, for reasons of commercial confidentiality, IUCN cannot divulge the current price.
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 is 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:

- Proposed methodology – describe in detail and justify the approach intended to be utilised by the consultant to deliver outputs described in Part 2 (ToR) – the Requirement.
- Up to date C.V.s of all team members (maximum 2 pages per CV)
- An Activity Work plan – using weekly/monthly intervals, propose a plan of activities and tasks that have been identified in the methodology.
- Team Member Work Schedule – identify days/weeks of input of experts in the Project team for the activities in the Activity Work Plan in the weeks/months they are expected to occur.
- Provide details of previous experience of relevant references in the last 5 years for the provision of goods/services similar to those to be provided in relation to the Requirement.
- Provide the website of the proposer, project portfolio and additional services information.

4.3. Pricing information

Prices include all costs

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

Applicable Goods and Services Taxes

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

The currency of proposed rates and prices

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

Rates and Prices
Proposers are required to submit a fixed and firm price for the total of the services leading to the development and go live of the website. Within this total, please also provide subtotals for each subset of deliverables/activities.

Proposers are also required to submit pricing monthly or yearly for all charges linked to the operations of the platform. If a setup fee for web hosting is planned, it should be included in the above-fixed pricing part. Operating costs should also provide subtotals for each subset of the operating components.

Proposers should mention discounts such as:

- any discount that can be applied for a specific volume of work
- any other applicable discounts.
PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for [name of project/requirement]. IUCN reserves the right to amend the proposed Contract prior to the signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN’s discretion.

CONSULTANCY AGREEMENT
(the "Agreement")

between

IUCN, International Union for Conservation of Nature and Natural Resources, an 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], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter “Consultant”)

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

PREAMBLE

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

Whereas IUCN has received a donation from German Federal Ministry for the Environment, Natural Conservation, Building and Nuclear Safety (BMUB- hereafter the "Donor") to implement the Project Global Bonn Challenge Barometer, and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [Consultant Service].

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

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will [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"), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. 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. 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 IUCN or of the Donor. The Consultant agrees to allow IUCN 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, IUCN 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 IUCN. However, the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

2. TERM

This Agreement comes into effect on [date] [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 IUCN.

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

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

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 IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

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

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

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant 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 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 [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding 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 IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN'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 IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

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

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

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 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 in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant 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. IUCN 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 organisations 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 IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to it 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 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 (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. 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 IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

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 implementation of 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 IUCN 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 implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement 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 or part thereof wherever in the world enforceable.
10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

10.5 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 IUCN 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 or the implementation of the Present Agreement.

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

12. COMMUNICATION AND NOTICES

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

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant 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 authorised 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](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 IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN 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 IUCN 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. IUCN 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 IUCN 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. PROCESSING OF PERSONAL DATA

15.1 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.

15.2 IUCN may share Personal Data of the Consultant and/or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (https://portals.iucn.org/dataprotection/requestform).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, 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 IUCN for the performance of that other processor's obligations.

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

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN 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.
16. TERMINATION

16.1 Termination for cause

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

i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

ii. defaults in carrying out any of its obligations under this Agreement;

iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");

iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or

v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

16.3.1 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.

16.3.2 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.

16.3.3 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.

16.3.4 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 clause 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN 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 IUCN 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 IUCN's request:
16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

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

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

16.4.4 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.

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 IUCN 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. IUCN is free to consult other experts in the Consultant's field of specialisation.

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

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 email 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.
Signed on behalf of:

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]

Date: __________________________  Date: __________________________

[Name of representative]  [Name of representative]

[Position of representative]  [Position of representative]

ANNEXES

[please list all annexes named in the Agreement]
PART 6 – DEFINITIONS
For the purposes of this Request for Proposal (RfP), the following definitions apply:

Contract
Means any contract or other legal commitment that results from this Request for Proposals.

Contractor
Means the entity that forms a Contract with IUCN for provision of the Requirement.

Instructions
Means the instructions and conditions set out in Part 1 of this Request for Proposals.

IUCN

IUCN Contact
Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.

Proposal
Means a written offer submitted in response to this Request for Proposals.

Proposer
Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.

Requirement
Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.

RfP
Request for Proposals
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<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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