Supply of Software development consultancy services

Request for Proposals (RfP)
IUCN Red List (Web) Applications consultancy services

IUCN GISG Unit, IUCN UK Office

Issue Date: 24 July 2020

Closing Date and Time: 6 August 23h00 GMT

IUCN Contact:
Ackbar Joolia
Biodiversity Systems Manager
IUCN UK Office
ackbar.joolia@iucn.org

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 people’s 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. 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>Description</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RIP Issue Date</td>
<td>24 July 2020</td>
</tr>
<tr>
<td>RIP Closing Date and Time</td>
<td>6th August, 23h00 GMT</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>13 August 2020</td>
</tr>
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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 2 August 2020, 11h00 GMT

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of you 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 23h00 GMT on 6th August 2020 by email to: ackbar.joolia@iucn.org. The subject heading of the email shall be [RfP – IUCN Red List application development services - [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 10h00 GMT on 7 August 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.

The IUCN Red List of Threatened Species (www.iucnredlist.org) (IUCN Red List) is a well-established knowledge product of IUCN; it is widely recognized as the most comprehensive, objective global approach for evaluating the conservation status of fungi, plant and animal species. To maintain and further improve the status of the IUCN Red List, there needs to be cutting-edge, efficient and performance enhancing applications and tools that underpin the proper functioning of such a widely used and valued knowledge product.

IUCN wishes to award a consultancy contract for software development services to help provide regular support and maintenance to the team that manages all the software applications underpinning the IUCN Red List of Threatened species products.

The Contractor (see part 7 - definitions) will be required to provide services according to the details Terms of Reference outlined in the following sections.

Only consultancy firms may apply for this RfP.

Scope of work and general objectives

The Contractor should be keen and passionate about contributing to building state of the art applications, and the nature of the job. They will work closely with a network of conservation scientists, other web and geospatial experts, and will be responsible for maintaining and building on the current high-profile systems behind the IUCN Red List.

A good understanding, knowledge and experience of working with computer science and data management methodologies or equivalent is needed, which would include good record of developing web-based applications using multiple technologies like Java, Ruby on Rails, ReactJs, Node, HTML, Javascript, and CSS. Experience with SQL databases like PostgreSQL is ideal, as well as working with geo-spatial technologies.

The Contractor would be expected to be open to working with new technologies, if a project requires it, and be able to think out of the box, with an eye for optimisation and performance.

The IUCN Red List of Threatened Species development team is small but efficient, and therefore the ability to work together and support the team is critical.

CHARACTERISTIC DUTIES

The Contractor will contribute to the development, support and maintenance of the information systems underpinning the IUCN Red List, which include the public facing websites, the Species Information Service (SIS), SIS Connect, Red List API, any other applications connected to the IUCN Red List, the databases and tools that technically facilitate the Red List process. They would report to the Biodiversity Systems Manager, Global Species Programme.

SPECIFIC DUTIES

- Contribute to the implementation of the IUCN Red List website: adding new features and functionality, fixing bugs and doing maintenance.
- Manipulation of the IUCN Red List data to be used within systems being implemented.
Supply of Software development consultancy services

- Contribute to the implementation of SIS, adding new features and functionality when required, addressing bugs and helping Red List Unit users with SIS usage.
- Work together with the Line Manager in developing tools to support and streamline the Red List process
- Experience in developing a multilingual system
- Coordinate with external consultants on work pertaining to SIS and Red List website
- Develop and improve the Red List APIs to better serve data out to users.
- Experience working with Continuous deployment and integration (CD/CI) approaches, and knowledge in using such technologies.
- Work with the Biodiversity Systems team to scope projects and organize better data
- Ability and knowledge to work within an Agile framework, and using tools that help the process management.
- Work closely with the Biodiversity Systems Manager on information systems design, development, evaluation and testing.
  - Collaborate with the Global IS Group / GIS Coordination team on various projects, where appropriate
  - Experience working with virtual teams

Technologies involved

The information systems underpinning the IUCN Red List process represent different technologies, which include but not limited to:

Ruby on Rails, Ruby, ReactJS, NodeJS, Postgresql, Postgis, ESRI Arcgis, Java, Javascript, CSS, Ansible, Mapping technologies

Expectations

- Required experience in the abovementioned duties, and ability to support the team in all the different areas of work, in an application development services capability.
- Skills in writing good documented code, using code repositories, and good design and development patterns practice
- Ability to work in a diverse, multi-disciplinary environment, and with virtual teams
- Ability to be flexible and adapt to changes, and multi-task, which is crucial in delivering the IUCN Red List
- Fluency in English, and good communication skills
- Willingness to travel to the IUCN offices if required.
- Knowledge of working with the IUCN Red List is an asset

Service Level Agreement (SLAs)

Because of the nature of the tasks, and type of applications involved, the Contractor would be expected to respond within 7-10 hours, under normal circumstances, on tasks assigned to them. In exceptional circumstances where a critical issue/matter presents itself, and the Contractor is available, then they would be expected to respond appropriately to the priority level and liaise much quickly, in collaboration with the Biodiversity Systems Manager, to attend to such matters.
The Contractor would also be expected to have a minimum of 4.5 overlap working hours with the teams in Cambridge/IUCN HQ.

**Deliverables**

The core deliverables below are high-level ones which are expected to be an integral part of the main activities the Contractor will be expected to do, and includes but not limited to:

- The IUCN Red List website is fully functional and working smoothly and efficiently with the required performance.
- Bugs discovered with the Red List website and applications are fixed appropriately, and following the priority assigned through the task management systems,
- The task management system, and other internal communication tool is used regularly for updating progress on tasks i.e. tasks are well documented, and review processes followed.
- The application deployment workflow (CD/CI) is reviewed and developed to cope with any new configurations that may arise

**Duration and Location**

The consultancy will be for 1 year, with the option to renew over two (2) subsequent years, and will comprise of approximately 250 person/day in a year. The Contractor will be required to provide support and services to the IUCN Red List team – based in Cambridge, UK and IUCN HQ, Switzerland. The Contractor will be based mostly in their own premises, remotely. They should therefore be expected to have good facilities for remote working. There might be travelling expected to have meetings with the IUCN Red List team.

**Additional Services**

Additional, related services offered by the Contractor that would enhance the quality and breadth of the software development services will be considered at IUCN’s discretion upon receipt of Proposals.

**Institutional arrangements**

The contract will be done with IUCN’s HQ in Switzerland, and billing will be done accordingly.
PART 3 – THE EVALUATION MODEL

The evaluation of proposals shall be carried out as below:

- Proposer’s overall proposal, and approach to this kind of service, as per section 4.2 (20%)
- Qualification and technical experience of the Proposer (35%)
- Experience working with the IUCN Red List or similar applications (15%)
- Total amount of financial offer (Price Score) (30%)

Total score = 100

A Price Score (PS) is assigned to all Proposals applying the formula: \[ PS = 30 \times \frac{LP}{PP} \]

Where:

- PS is the Price Score of the proposal, 30 is the maximum score out of 100 obtainable, LP is the lowest price amongst those Proposals, PP is the price of the Proposal under evaluation

The contract will be awarded to the Proposal with the highest total score, a successful reference check, and the following caveat:

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 services being offered can be amended to come to an affordable agreement level.
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

The technical proposal should include:

- Examples of the consultancy’s past work, which would clearly demonstrate the complementarity with the requirements within this RfP.
- Technical expertise and experience of the Proposer – CV(s) of individual(s) proposed, or overall experience and skills pool provided by the consultancy, including examples of relevant projects/services delivered.
- Description of the Proposer’s approach to this kind of service: contract management, key success factors, quality assurance, service levels, how to cope with problems or unforeseen project challenges e.g. being asked to work on new technologies, or new approaches on software development.

4.3. Pricing information

Prices include all costs

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

If travel is required, this would follow section 6 – Travel Expenses, of the Contract Agreement – which states that procurement and expense should be done according to IUCN’s standard processes.

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall either be in US Dollars (USD), British Pounds (GBP) or Swiss Francs (CHF).

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/rates for the services, which they expect to invoice for.
- Cost for extending service of an onsite team member for an additional day (including accommodation and per diem);
• As most of the work will be delivered remotely, the location from where this would mostly take place should also be specified

PART 5 – PROPOSED CONTRACT

Annex 1 below is the proposed Contract for]. 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 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

Annex 1: Consultancy Contract Template
See next page
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 “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 wishes to obtain advisory and consulting services from the Consultant for providing software development services for the IUCN Red List of Threatened species applications and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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 provide technical support and software development services to the IUCN Red List development team, and perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

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

1.1 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.

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

1.3 In the case of illness or accident or a case of Force Majeure as described under clause 14.3 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

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.

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 Consultant’s bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

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

5.4 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to 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. 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 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.

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

8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant’s performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to 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 shall:
8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;
8.2.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12. COMMUNICATION AND NOTICES

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

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

13.1 The Consultant shall comply with the terms of IUCN’s Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

14. TERMINATION

14.1 Termination for cause

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

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

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

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

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.

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

14.2 Termination for lack of Donor funds

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

14.3 Termination for force majeure

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

14.4 Effects of Termination

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

14.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
14.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

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

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

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of 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 Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

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

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

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

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

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

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) originals.

IUCN, International Union for Conservation of Nature and Natural Resources

[full name of OTHER PARTY]
Supply of Software development consultancy services

Date: __________________________   Date: __________________________

[Name of representative]   [Name of representative]

[Position of representative]   [Position of representative]

ANNEXES

[all annexes named in the agreement]