REQUEST FOR PROPOSALS: PUBLIC RELATIONS AGENCY TO DEVELOP AND IMPLEMENT VISIBILITY CAMPAIGN FOR THE BONN CHALLENGE AND ASSOCIATED PROMOTION OF THE BAROMETER OF PROGRESS

Forest Conservation Programme

Issue date: June 25, 2020

Closing date: Sunday, 5th July at 23.59 Swiss time (17.59 ET)

IUCN Contact

Swati Hingorani
Project Knowledge and Impact Officer
Forest Conservation Programme
swati.hingorani@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 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 is requesting proposals for a Bonn Challenge visibility campaign to mark the first goal year of the global restoration target. The scope of work and required qualifications are provided in part 2 of this document.

1.3 Procurement process

The following dates apply to this RfP

<table>
<thead>
<tr>
<th>RfP Issue Date</th>
<th>June 25, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>RfP Closing Date and Time</td>
<td>Sunday, 5th July at 23.59 Swiss time (17.59 ET)</td>
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<tr>
<td>Email indicating interest</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>Estimated Contract Award Date</td>
<td>July 15, 2020</td>
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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 July 2, 2020.

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

Interested applicants are requested to alert the IUCN contact of their intent to apply by June 30, 2020.

Proposers must submit their Proposal to IUCN no later than Sunday, 5th July at 23.59 Swiss time (17.59 ET) by email to: swati.hingorani@iucn.org. The subject heading of the email shall be [RfP – [Bonn Challenge Visibility Campaign and Promotion of Barometer] - [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 Monday, July 6 at 14.30 Swiss time (8.30am ET), 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.

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 – TERMS OF REFERENCE FOR BONN CHALLENGE VISIBILITY CAMPAIGN

DEVELOPMENT AND IMPLEMENTATION AND ASSOCIATED PROMOTION OF THE BARMETER OF PROGRESS

IUCN is the Secretariat of the Bonn Challenge, a global goal to bring 150 mil ha of degraded and deforested lands into restoration by 2020 and 350 mil ha by 2030. Over 60 governments, private associations and other organizations support the Bonn Challenge, with current pledges totalling 173 mil ha. In 2020, the first goal year of the Bonn Challenge, IUCN wants to highlight the scale, diversity and impact of forest landscape restoration (FLR) efforts underway across the globe.

We are looking for a public relations (PR) agency to conduct a sustained year-long visibility campaign that will bring the Bonn Challenge top of mind for decision makers, key influencers and a broader public audience through 2020 and into 2021.

Specifically, the agency will need to:

Component 1:

- Develop and lead the implementation of a visibility campaign using both online and offline means to garner traction for the Bonn Challenge [See Annex 1 for an overview of the proposed campaign and key elements]
- Develop a campaign brand, messaging, strategy and key timelines
- Develop and/or oversee the development and/or securing of all digital content necessary for the campaign
- Secure the engagement of VIP media and social media influencers and equip them to become champions and provide platforms for advancing the Bonn Challenge
- Lead the design, organization and delivery of a 24-hour virtual event for the 2020 milestone of the Bonn Challenge
- Provide support to the IUCN World Conservation Congress
- Provide inputs on how related projects and initiatives could provide additional leverage to the campaign
- Develop or update an associated brand for the Barometer progress tracking tool

Component 2:

Develop and lead the implementation of promotion activities in support of the Barometer of Progress, including the launch of the flagship report of the Barometer, scheduled for release in early-mid 2021, including:
- Messaging and key timelines
- Media and influence engagement strategies
- Event design recommendations

This component subject to confirmation of donor funding. IUCN reserves the right to not issue the contract for this component. A decision will be announced by September 30, 2020.

The budget allocations for the above tasks are as follows:
- Bonn Challenge visibility campaign and Barometer re-branding maximum budget of 180,500 EUR inclusive of all fees and taxes and any associated costs
- Barometer report promotion maximum budget 50,000 EUR inclusive of all fees and taxes and any associated costs

We are looking for the following qualifications:
- A demonstrated track record of excellence in environment-centric campaigns
- Strong media contacts and an existing network of journalists, TV channels, etc.
- Expertise in developing and implementing social media strategies
- Expertise in developing high-quality and impactful digital assets
- Expertise in organizing virtual events
- Ability and capacity to develop and manage a global campaign that will have field and online components in multiple countries that require close supervision as well as cross-cultural knowledge and sensitivity
- Network of filmmakers, editors and associated support staff required for the development of various components of the campaign
- An understanding of forest landscape restoration, climate change, the Bonn Challenge and IUCN’s role in the global restoration movement

Due to the scope of work, IUCN is encouraging agencies to apply that can dedicate at least three persons providing the range of expertise described above to the campaign. Interested agencies are requested to submit their portfolio demonstrating previous experience in marketing and branding campaigns and an overview of the visibility campaign to the IUCN personnel listed above as per the dates of the RfP.

PART 3 – THE EVALUATION MODEL

Proposals will be evaluated through an Evaluation Model as described below related to both cost and technical merit. When assessing points, a 0-5 scale will be assigned.
<table>
<thead>
<tr>
<th>Points</th>
<th>Guidance</th>
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<tr>
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<td>Exemplary response</td>
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<tr>
<td>4</td>
<td>Excellent, insightful response</td>
</tr>
<tr>
<td>3</td>
<td>More than adequate response</td>
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<tr>
<td>2</td>
<td>Adequate response, no significant depth</td>
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<tr>
<td>1</td>
<td>Inadequate response</td>
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<tr>
<td>0</td>
<td>No response given</td>
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## Evaluation

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<th>Weigh</th>
<th>Total Points</th>
<th>Comments</th>
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<td>Eligibility (no reasons for exclusion indicated)</td>
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<td>Financial Standing (historical financial information provided and no significant risks)</td>
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<tr>
<td>Demonstrated understanding of the purpose assignment from the Technical Proposal (Section 4.2.)</td>
<td>Score 0-5</td>
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<tr>
<td>Described clear and appropriate methodology to develop and deliver all assignments as described in TOR (Section 4.2)</td>
<td>Score 0-5</td>
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<tr>
<td>Adequate plan in place to carry out the assignment with clear timelines, and deliverables (Section 4.2)</td>
<td>Score 0-5</td>
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<tr>
<td>Proposed key personnel has relevant expertise and experience able to achieve the objectives laid out the Terms of Reference.</td>
<td>Score 0-5</td>
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<tr>
<td>Demonstrated experience in carrying out similar assignments</td>
<td>Score 0-5</td>
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<td>TOTAL TECHNICAL POINTS (To be tallied by bid evaluation panel)</td>
<td><strong>Sum out of 50</strong></td>
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<td>TOTAL COST POINTS from Section 4.3 (To be tallied by bid evaluation panel)</td>
<td>Max Score: 50 for lowest cost</td>
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<td>TOTAL SCORE (technical total + cost total) (To be tallied by project manager)</td>
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**Explanation of the relation between technical and cost score**

Each of the 5 technical questions will receive a mark out of 5, which will be weighted by 2. The maximum technical score is 10 x 5 = 50.

The maximum cost score of 50 will be assigned to the financial proposal with the lowest cost. Other financial proposals will be weighted relative to the lowest cost (lowest bid cost divided by the bid cost and multiplied by 50). For example, if the lowest financial offer received is $80 and scored 50 points, the financial offer of $100 will receive 40 points (80/100*50).

Technical (50) plus Cost (50) = 100.

If either of the technical question is scored 1 or 0, the proposal will be disqualified regardless of the cost score.

**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 in **Annex 2** and include this in your proposal.

### 4.2. Technical information/Service Proposal

The agency entrusted with the role of developing and implementing the Bonn Challenge visibility campaign should demonstrate its capacity to carry the responsibilities under the TOR, including:

- A demonstrated track record of excellence in environment-centric campaigns
- Strong media contacts and an existing network of journalists, TV channels, etc.
- Expertise in developing and implementing social media strategies
- Expertise in developing high-quality and impactful digital assets
- Expertise in organizing virtual events
- Ability and capacity to develop and manage a global campaign that will have field and online components in multiple countries that require close supervision as well as cross-cultural knowledge and sensitivity
- Network of filmmakers, editors and associated support staff required for the development of various components of the campaign
- An understanding of forest landscape restoration, climate change, the Bonn Challenge and IUCN’s role in the global restoration movement

The consultant will submit the **Technical Proposal**, based on the TOR requirements laid out in Part 2 – The Requirement.

The proposal for Component 1 (Visibility Campaign) should:

- Detail the key elements of the visibility campaign
- Clearly list where IUCN and donor inputs are needed
- Include adaptations for limitations due to COVID-19.

The proposal for Component 2 (Associated Promotion of Barometer) should: (Maximum 1 page)

> Provide an overview strategy for promotion of the Barometer including for promotion around an event to launch the flagship report, and including linkages to the Decade of Ecosystem Restoration

The Technical Proposal will be evaluated based on the criteria indicated in Part 3 – The Evaluation Model.

### 4.3. Pricing information

#### Rates and Prices

The consultant will submit a **Financial Proposal** as well. The total budget for each component is as follows:

- Bonn Challenge visibility campaign and Barometer rebranding maximum budget 180,500 EUR inclusive of all fees and taxes and any associated costs
- Barometer (including report) promotion maximum budget 50,000 EUR inclusive of all fees and taxes and any associated costs (subject to donor approval and receipt of funds).

**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.

**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 be in EUR.

**PART 5 – PROPOSED CONTRACT**

The work of the platform coordinator will be supported by funding from BMU and administered by IUCN. IUCN will issue one contract for the full amount to the selected agency. See attached Annex 3 with IUCN’s contract template. Applicants should flag any concerns with the format in their proposal.

**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**: Means IUCN, International Union for Conservation of Nature and Natural Resources.
- **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: OVERVIEW AND KEY ELEMENTS OF THE BONN CHALLENGE VISIBILITY CAMPAIGN

IUCN and the donor are keen for the following elements to be a key part of the visibility campaign. Applicants are requested to elaborate upon these ideas and share strategies for how they will be executed, with a focus on expediting the delivery of tasks due to the short timeline and COVID constraints. Well-reasoned amendments to the key elements and the addition of new ideas are encouraged.

Background:

Restoring degraded land is an increasingly urgent priority to protect the biodiversity and ecosystem services vital to all life on earth.

- Degradation of the earth’s land surface through human activities is negatively impacting at least 3.2 billion people.
- By 2050, land degradation and climate change are predicted to reduce crop yields by an average of 10% globally and up to 50% in certain regions.
- Land degradation/climate change could force up to 700 million people to migrate by 2050.

The Bonn Challenge is a global goal to bring 150 million hectares of deforested and degraded land into restoration by 2020 and 350 million hectares by 2030. It is underpinned by the forest landscape restoration (FLR) approach that is the ongoing process of regaining ecological functionality and enhancing human well-being across deforested or degraded forest landscapes.

IUCN intends to make a splash around the Bonn Challenge on September 2, 2020, the anniversary of its launch and the IUCN World Conservation Congress scheduled for January 2021.

Campaign objectives

1. Raise awareness of the Bonn Challenge and FLR as the right kind of restoration that can achieve multiple national and global goals on climate, biodiversity conservation and sustainable development
2. Bring to life the Bonn Challenge by profiling individual, organisation and coalitions to celebrate and share inspirational goals and restoration stories.
3. Inspire and encourage countries to sign up and pledge to be part of the Bonn Challenge.
4. Demonstrate the impact and potential to scale the Bonn Challenge and FLR and integrate as a core element of the UN Decade of Ecosystem Restoration.

Campaign theme: The current Bonn Challenge tag line is ‘Restore Our Future’ and this should ideally form the basis of the campaign.

Campaign elements

With the above background in mind, IUCN is requesting PR agencies to provide an implementation plan for an energetic and inspiring campaign including but not limited to the following elements:

1. Campaign development given timelines

This should include 5-6 key messages that the campaign should be advancing and that would be most effective in convincing donors to invest in FLR, governments to make new Bonn Challenge pledges and the larger public to support restoration.
2. **Engagement of key audiences**
IUCN’s preliminary assessment of audiences has resulted in the selection of (1) pledgers (current and potential) (2) decision makers and (3) media agencies. Elaborate on how these audiences can be targeted, as well as identify supplemental audiences needed to pull the levers of pledgers and decision makers.

3. **Creating content - building strong stories and assets**
This should include the creation of dynamic and engaging multimedia content to ensure clear messages cut-through and drive success. Applicants are requested to submit ideas on the kinds of content that can be created and how it can be disseminated.

4. **IUCN Congress in Marseille**
With a captive audience of Governments and NGOs from around the world, there’s a significant opportunity to showcase the impact of the FLR approach as a means of delivering the Bonn Challenge pledges, as well as issuing an invitation or a challenge for others to pledge. The IUCN Congress provides a platform to showcase best practice, celebrate 2019 stories and outline what is needed to reach 2030 target. Applicants are requested to elaborate on the kind of presence we should have at the Congress specifically for this campaign.

5. **Bonn Challenge Anniversary virtual event**
The anniversary provides an opportunity to celebrate the success and the impact of the Bonn Challenge following a decade of restoration, showcasing the impact and success stories from around the world, highlighting individual projects, geographies and restoration data. The Barometer will provide an opportunity to showcase the pledgers and the impact already being made, supported by a clear call to action to politicians on what is needed to meet the 2030 targets.

6. **Ongoing PR support**
This should include proposals for working with and equipping a VIP group of international media and others to build support and understanding of the depth of the campaign and amplify key events. In addition, applicants should mention any other key events or moments IUCN should consider from July 2020 – June 2021.

7. **Campaign measurement and evaluation with clear KPIs**
ANNEX 2: PROPOSER’S DECLARATION

Contract for the provision of **title of requirement**

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### 1 ORGANISATIONAL INFORMATION

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<thead>
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### 2 CONTACT POINT FOR THIS TENDER

| Name: |  |
| Position: |  |
| Telephone Number: |  |
| Email Address: |  |
| Address: |  |

### 3 HOLDING OR PARENT COMPANY (if applicable)

<p>| Name/registered name: |  |
| Previous names / registered names (if different): |  |
| Current trading name: |  |
| Previous trading names (if different): |  |</p>
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<tr>
<td><strong>Year of registration:</strong></td>
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<td><strong>Country of registration:</strong></td>
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<tr>
<td><strong>Address / registered address:</strong></td>
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</table>
4 REFERENCES

Please provide, in the table below, the reference information of at least three (3) projects, which are of a similar nature to that which will arise from this tender. The information must include:

- Client name, location, and date of execution;
- Description of project and specifically the work done in the project by you / your company;
- The approximate contract value;
- Contact details for checking references (you must provide the name, title, email address and telephone numbers of someone who can be contacted to confirm the references provided).

Proposers are reminded that the references provided may be checked and the outcome of their feedback taken in consideration during the technical evaluation. Proposers must ensure that the provided contact details of the proposed referees are complete, detailed and updated.

<table>
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<tr>
<th>Client Name, Location, and Date of Execution</th>
<th>Description of the Project and the Work performed</th>
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5 STATEMENT

I, the undersigned, being the authorised representative of the above Proposer, hereby declare that the Proposer has examined and accepts without reserve or restriction the entire content of the Request for Proposals (RfP) for the goods/services referred to above.

I confirm that:

- The Proposer is registered on the relevant professional or trade register of the State in which it is established;
- The Proposer is in full compliance with its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of Switzerland and those of the country where the Contract is to be performed;

and that none of the following Exclusion Criteria apply to the above Proposer or persons having powers of representation, decision-making or control over it:

- has a conflict of interest in connection with the Contract; (A conflict of interest could arise in particular as a result of economic interests, family or emotional ties, or any other relevant connection or shared interest.)
- has been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection;
- is bankrupt or being wound up, is having their affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata;
- has been guilty of grave professional misconduct;
- has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity.

I acknowledge on behalf of the Proposer that:
• it is unacceptable to give or offer any gift or consideration to an employee of IUCN as a reward or inducement in relation to the awarding of a contract and that such action will give IUCN the right to exclude a Proposer from the procurement process;
• any direct or indirect canvassing by a Proposer or their appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of IUCN concerning another Proposer may result in disqualification; and
• any price fixing or collusion with other legal entities in relation to this RfP shall give IUCN the right to exclude the Proposer(s) from the procurement process and may constitute an offence.

I fully recognise and accept that any inaccurate or incomplete information provided in the Proposal may result in its exclusion from this RfP and other future contracts with IUCN.

The Proposer will inform IUCN immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of any resulting Contract.

The Proposer offers to provide the goods/services requested in the RfP on the basis of the following documents, which are submitted as password-protected electronic documents as detailed in section 1.7. [amend as appropriate]:

• Proposer’s Declaration (this document)
• Technical Proposal
• Financial Proposal

This Proposal is subject to acceptance within the validity period stipulated in the RfP (section 1.10).

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >
NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)

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

1. READ ALL PROVISIONS;
2. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
3. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
4. SHARE WITH OLA and/or FINANCE FOR REVIEW AND SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

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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;
[OPTION 1] Whereas IUCN has received a donation from [name of the Donor] (hereafter the “Donor”) to implement the Project [insert the name] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

[OPTION 2] Whereas IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] 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 [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

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

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 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 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]
Currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]
5.5 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 (July 2019) shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the 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, including invoices, must clearly state the Contract Reference Number and must be directed as follows:

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<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>
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<tr>
<td>[name of IUCN Programme/Office]</td>
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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 counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a "pdf" format data file, 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" signature page were an original thereof.

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]