



Request for Proposals (RfP) Congress photo/videography

IUCN Global Communications Unit

Issue Date: 28 May 2021

Closing Date and Time: Extended to 4 July 2021 23:59 CET

IUCN Contact :

Mark Gnadt

Communications Manager, IUCN Global Communications Unit

Tel: +41 22 999 0389; mark.gnadt@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 1,400 Member organisations and some 15,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

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

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the provision of official photography and videography services for the upcoming IUCN World Conservation Congress to be held 3-10 September 2021. The detailed description of the Requirement can be found in Part 2 of this RfP. Proposers may submit proposals for the photography or videography elements together or may submit proposals for one element independently.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	28 May 2021
RfP Closing Date and Time	4 July 2021 23:59 CET
Estimated Contract Award Date	9 July 2021

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 13 June 2021 17:00 CET.

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

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 **4 July 2021 23:59 CET** by email to: mark.gnadt@iucn.org. The subject heading of the email shall be [RfP – Congress photo/video - [Proposer Name]]. Electronic copies are to be submitted in PDF format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and no later than 10:00 CET on 28 June 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. IUCN will not accept changes or withdrawals after the RfP closing date and time.

1.10. Validity of Proposals

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

1.11. Evaluation of Proposals

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

PART 2 – THE REQUIREMENT

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

Every four years, IUCN convenes the World Conservation Congress, which brings governments, civil society, scientists, CEOs, local communities, educators, faith-based organizations and others together to share views, debate and act on the most pressing and often controversial global conservation issues. For this Congress, IUCN will host a hybrid event with all events taking place in-person in Marseille and a large number of sessions also available virtually.

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

IUCN wishes to award a consultancy contract to photography and videography teams to provide daily photo and video coverage of the Congress including priority sessions, VIP participants, interviews, event b-roll and imagery for use in digital, print and video products during and after the Congress. Most of this coverage requirement will focus on the in-person event, but IUCN will also need to capture elements of the virtual participation. The Contractor(s) will need to be able to respond to requirements for daily deliverables during the Congress as well as organised files for use by IUCN, the Host Country and other contractors during and after the event. IUCN will provide guidance before and during the event to outline photo and video priorities.

The Contractor(s) will be required to work according to the detailed Terms of Reference contained in the following sections. The World Conservation Congress will be an inclusive and gender-responsive event aiming for equitable participation of women and men from diverse cultures and providing a safe and respectful environment free from harassment for all people at the event. The Contractor(s) will be held to these same standards as well as be obligated to capture the gender and global inclusiveness of the event in the photos and video footage. The Congress will also have significant measures in place to protect the health of all participants and others involved in the in-person event, and the Contractor(s) will be required to follow all of these guidelines for the protection of the Contractor's team and others at the venue.

Photographers must uphold high standards of professionalism in their work and interactions with IUCN and Congress participants. Photographers must be courteous, reliable and able to work under fast-paced conditions. While IUCN aims to develop daily schedules of required shots, priorities may change on short notice. IUCN will do its best to communicate these changes as much in advance as possible, but photographers must be willing and able to adapt to changing demands throughout the event.

2.1 BACKGROUND

The Congress will run from 3-10 September in Marseille, France, with an opening ceremony on the first day. The first half of the Congress includes both the [Forum](#) and [Exhibition](#) as well as the [Nature Generation Area](#) (Espaces Générations Nature or NGA) which will attract numerous public visitors each day. These segments are open platforms to showcase the latest in conservation through a variety of different [types of sessions](#), with a wide variety of pavilion and room types, indoor and outdoor lighting, small and large spaces and session styles and formats. Forum events are open to registered Congress participants, and Exhibition and Nature Generation Area events are open to the public during some parts of the day. The Forum will be the primary source of virtual participation and photo/video coverage requirements.

The Forum and Exhibition inform the [Members' Assembly](#), where IUCN's more than 1,400 government and civil society Member organizations spend the final four days of Congress debating and deciding a course of action for conservation issues of global and regional significance. These debates occur in plenary in one large room.

IUCN and the Government of France will also host a series of summits in parallel to the Congress, including a Youth Summit, CEO Summit, and a Mayors Summit.

2.2 SCOPE OF WORK

The Contractor(s) will document specific in-person sessions and other events at the Congress in the Forum, Exhibition, Members' Assembly and Nature Generation Area portions of the event. As part of the requirement in this RfP, the Contractor(s) will also capture photos and video footage from the select virtual sessions as well as the Summits and other official side events, but only at the same level of priority as any other session required by IUCN. This RfP does not require complete photography or videography coverage of these ancillary events.

IUCN will provide daily lists of specific priority sessions to cover, and the Contractor(s) may choose to cover additional sessions beyond those identified by IUCN so long as it captures the necessary priorities from IUCN. While these lists, the overall programme and timing of sessions may change, for the purposes of submitting a proposal for this RfP, the Proposer can assume:

- The Opening Ceremony will occur the afternoon / evening of 3 September
- A Forum Opening will occur on the morning of 4 September
- Seven thematic plenaries will occur in parallel on both 4 and 7 September
- Up to 14 thematic sessions will occur in parallel between 10:30 and 18:00 on each day 4 to 7 September (IUCN will provide list of priority sessions to cover)
- Eight high-level dialogues and two 'A conversation with' and four "Interview with" sessions featuring VIPs 4 to 7 September
- The Exhibition and Nature Generation Areas (NGA) will be open and hosting a variety of events from roughly 9:30 to 21:00 from 4 to 9 September (Exhibition) and 4 to 11 September (NGA)
- The Members' Assembly will hold plenary sittings from 8:30 to 18:30 each day 8 and 9 September and 8:30 to 19:30 10 September plus one short sitting on 4 September 08:00
- The Members' Assembly will host a final session and closing ceremony 20:00 to 21:30 on 10 September
- The summits will take place 3 September before the opening ceremony

Unlike the Forum where many events happen simultaneously, the Members' Assembly debates and actions happen one at a time in a large plenary. The Nature Generation Area will still be open to the public, and there may be a small number of Exhibition events also happening in parallel. Even with these events happening in parallel with the Members' Assembly, the number of required daily images from specific sessions will decrease during the Members' Assembly.

Because of the vast scope of the Congress, the Contractor(s) will not capture photos and videos from every session within the Congress. It will instead cover sessions and events as directed by IUCN as well as capture images and footage to show the atmosphere, attendees and energy of the event. The requirement does not require the Contractor(s) to cover excursions or events held outside the Congress venue or after the closing of the Members' Assembly with the exception of planned announcements that IUCN will notify the Contractor(s) of in advance.

Specific areas of focus may change between now and the Congress. IUCN will provide the Contractor(s) with specific requirements for images to capture and sessions to cover each day. IUCN will give advance notice of any changes that occur after the signing of the photography and videography contract(s). To ensure

compliance with French labour laws, IUCN will cater its requirements to allow staggered hours for photo and video team members.

2.3 PHOTOGRAPHY REQUIREMENTS

The Contractor will provide no fewer than four Photographers and one Photo Editor to cover the requirements in this RfP. They will work from 3-10 September 2021.

All edited and original images must be fully-licensed to IUCN and the Host Country for use and sharing in perpetuity. The Service Provider will bring all necessary equipment.

2.3.1 SPECIFIC TASKS - PHOTOGRAPHY

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

- **Coordination** - Contractors will coordinate with IUCN communications staff before, during and after the Congress to identify photos required each day and to outline daily events which might provide opportunities for quality images. Contractors will liaise directly with the IUCN photographer coordinator, capture manager and IUCN Congress communications manager to arrange the daily schedule, any set photo shoots with VIPs or others and to share images as needed with the IUCN communications team. This will include morning briefings at the venue each day of the Congress as well as other meetings before, during and after the Congress.
- **Photography** – Contractors will need to arrive to each assignment in time to set up any required equipment or to arrange any specific shoots with key subjects. Contractors will capture engaging and compelling images of each assignment according to IUCN specifications, high photographic quality standards and technical best practices.
- **Image organisation** - The photographers will need to organise images in a way IUCN can review and select specific images in an efficient manner. The photographers will need to be able to share requested images with IUCN communications staff in an efficient manner when requested periodically throughout the day and at the end of each day.
- **Time management** – Contractors will need to manage their time in order to meet all photography, editing and image organisation requirements including rest time, download/upload and metadata time and time to identify and supply IUCN with requested images throughout each day.
- **Advice and guidance** - Provide advice to IUCN on how to best capture the essence of the Congress in creative and compelling ways through innovative subject selection, lighting, angles and shot selection along with other creative ideas the Contractor may have.

2.3.2 EXPECTED DELIVERABLES - PHOTOGRAPHY

The contractor will be required to deliver the following results and products in close coordination with the Congress communications team:

- **Rapid-response images** - The Contractor(s) will capture select images of VIPs, featured events and major announcements for use the same day as the Contractor captures the images. IUCN will provide a list of these requests in advance, but it will be the responsibility of the Contractor to ensure IUCN receives the rapid-response images in adequate time for IUCN to use them in digital outputs such as social media and daily highlights;
- **Action images** – The Contractor will capture images to document specific sessions or other events within the Congress, including VIP participants, social events, major announcements, the general ambience and excitement of the Congress, virtual participation, etc. IUCN will use these images both during and after the Congress in print and digital products.
- **Documentary images** – The Contractor will capture images to document the venue, sustainability efforts, IUCN staff and other “behind-the-scenes” images for use in reporting or historical purposes.

IUCN will provide daily “shot lists” of required rapid-response and action images along with suggestions for other interesting photographic opportunities each day of the event. Because the Congress is a large and dynamic event, IUCN may amend these priorities at any time. IUCN will also provide a list of required documentary images at the beginning of the Congress that the Contractor should fulfil by the end of the event. IUCN welcomes Contractor creativity and advice for capturing additional images above the basic list of images IUCN requires in order to have a compelling and accurate photographic record of the Congress.

The Contractor will provide all images on a cloud-based system accessible to IUCN during and after the event as well as on a physical hard drive after the event. Both the cloud-based system and physical hard drive must be organised in a way IUCN can review and select specific images in an efficient manner according to the methods agreed by IUCN and the Contractor.

2.3.3 TECHNICAL REQUIREMENTS - PHOTOGRAPHY

- High resolution JPEG for all images (at least 3MB, 300dpi, 3000 pixels wide). RAW images are not required.
- Robust cloud-based image organisational system for adding metadata to the images and sharing images with IUCN during the event and after the Congress, and external hard drive with organised images for backup
- Metadata with each image including a record of the time and date, the name of the session where the photographer took the image, and the relevant Congress component, e.g. Forum, Members’ Assembly, Exhibition, Nature Generation Area
- Contractor must provide all of the necessary equipment to do perform the tasks as described in this proposal. IUCN will provide access to adequate workspace and high-speed internet.

2.3.4 PREFERRED COMPETENCIES - PHOTOGRAPHY

Proposers must have prior professional experience photographing large events and a proven and efficient system for organising and sharing images in a timely manner. Proven experience managing fast-paced and complicated shooting schedules and organising and editing images under these circumstances is required.

2.4 VIDEOGRAPHY REQUIREMENTS

The Contractor will provide a video team of three (3) mobile camera teams (hereinafter referred to as “Camera Team(s)”), including three (3) sets of filming equipment and one (1) Editing Director. The purpose of the Camera Teams is to capture the event on video for use in future video productions and to provide quick-delivery of short videos to supplement IUCN communications during the Congress. They will work on-site from 3-10 September 2021. IUCN will provide a creative brief and daily guidance with a list of sessions and events to cover during Congress. The team is expected to work closely with IUCN communications staff for timely use of the video footage during and after the Congress.

In addition, the Contractor will provide one (1) video editing team (hereinafter referred to as Editing Team) to be onsite from 3-10 September 2021 to edit the material provided by the Camera Teams. The Contractor will provide a coordination manager to coordinate the video and editing teams from 3-10 September 2021.

All finished videos and raw video footage must be fully-licensed to IUCN and Host Country for use and sharing in perpetuity. The Service Provider will bring all necessary equipment.

2.4.1 SPECIFIC TASKS - VIDEOGRAPHY

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

- **Coordination** - Contractors will coordinate with IUCN communications staff before, during and after the Congress to identify video footage required each day and to outline daily events which might provide opportunities for quality footage. Contractors will liaise directly with the IUCN videographer coordinator, capture manager, on-site video director and IUCN Congress communications manager to arrange the daily schedule, any set video shoots with VIPs or others and to share footage as needed with the IUCN communications team. This will include morning briefings at the venue each day of the Congress as well as other meetings before, during and after the Congress.
- **Videography** – Contractors will need to arrive to each assignment in time to set up any required equipment or to arrange any specific shoots with key subjects. Contractors will capture engaging and compelling footage of each assignment according to IUCN specifications, high videography quality standards and technical best practices.
- **Footage organisation** - Contractors will need to organise video clips in a way IUCN can review and select specific footage in an efficient manner. The Contractors will need to be able to share requested clips with IUCN communications staff in an efficient manner when requested periodically throughout the day and at the end of each day.
- **Time management** – Contractors will need to manage their time in order to meet all videography, editing and clip organisation requirements including rest time, download/upload and metadata time and time to identify and supply IUCN with requested clips throughout each day.
- **Advice and guidance** - Contractors will provide advice to IUCN on how to best capture the essence of the Congress in creative and compelling ways through innovative b-roll, lighting, angles and shot selection along with other creative ideas the Contractor may have.

2.4.2 EXPECTED DELIVERABLES - VIDEOGRAPHY

The contractor will be required to deliver the following results and products in close coordination with the Congress communications team:

- **Rapid-response clips** - The Contractor(s) will capture select video clips of VIPs, featured events and major announcements for use the same day as the Contractor captures the footage. IUCN will provide a list of these requests in advance, but it will be the responsibility of the Contractor to ensure IUCN receives the rapid-response clips in adequate time for IUCN to use them in digital outputs such as social media and daily highlights;
- **Action clips** – The Contractor(s) will capture video footage to document specific sessions or other events within the Congress, including VIP speeches, social events, major announcements, the general ambience and excitement of the Congress, etc. IUCN will use this footage both during and after the Congress in multimedia features for web distribution, short videos on specific topics and in the Congress outcomes and About the Congress videos that IUCN will produce after the event.
- **Interviews** - The Contractor(s) will capture interviews with key VIPs or other participants as directed by IUCN. IUCN will provide a list of desired interviewees and questions for the interviews. In most cases, IUCN will arrange the interview with the VIP and will conduct the interviews. On occasion, the Contractor will arrange and/or conduct interviews using the questions provided by IUCN to take advantage of opportunities as they arise.
- **Event b-roll footage** – The Contractor(s) will capture video footage to capture the magnitude, anticipation, behind-the-scenes efforts and additional footage to dramatize the event in the Congress outcomes and About the Congress videos that IUCN will produce after the event. Examples of this footage could include captures of the virtual participation, time lapse footage of setting up a space or participants entering the venue, journalists preparing for an interview, Members preparing to vote in the Members' Assembly, handshakes and other greetings, interpreters at work, lights coming on in a plenary room, art or other exhibits, etc.

IUCN will provide daily “shot lists” of required rapid-response, action and interviews along with suggestions for other interesting video opportunities each day of the event. Because the Congress is a large and dynamic event, IUCN may amend these priorities at any time. IUCN will also provide a list of required event b-roll footage at the beginning of the Congress that the Contractor should fulfil by the end of the event. IUCN welcomes Contractor creativity and advice for capturing additional footage, especially related to b-roll, above the basic list of images IUCN requires in order to have a compelling and accurate video record of the Congress. IUCN will also provide a director at the Congress who will work directly with the Contractor to ensure the Contractor captures footage in line with IUCN's vision for the final Congress outcomes and About the Congress videos.

The Contractor will provide all footage to IUCN during and after the event as well as on a physical hard drive after the event. Both the during-Congress clips and physical hard drive must be organised in a way IUCN can review and select specific clips in an efficient manner according to the methods agreed by IUCN and the Contractor.

2.4.3 TECHNICAL REQUIREMENTS - VIDEOGRAPHY

- Camera specs: Camera Type - Sony FS7 (or similar chip size); Lenses: CF or PL mount wide zoom and telephoto zoom, (WA to open to f2.8 or larger.) 50MM f1.8 in with one kit please. Proper mics and soundboard connections to ensure clear, undistorted audio;
- Shooting format: .MXF files, Shoot in 1920x1080, 25p with a 709 curve burnt into the footage;
- Robust video footage organisational system for adding metadata to the footage clips with capacity to incorporate predetermined naming convention structure for ease of reference during and after the event;
- Ability to create on-demand clips for sharing with IUCN during the event via Dropbox and after the Congress. Format should be Windows accessible, prores .mov, 25p, 1080 or at minimum h264, MP4, 25p 1080;
- Provide specific video footage to IUCN communications team immediately following priority events as determined in morning briefing meetings and upon request; This could require basic editing to extract the relevant footage and to apply basic but professional graphics, e.g. Congress and IUCN logos, name and title of speaker, etc.;
- Metadata with each video clip including a record of the time and date, the name of the session where the videographer took the image, and the relevant Congress component, e.g. Forum, Members' Assembly, Exhibition, Nature Generation Area;
- Contractor must be able to conduct interviews in English, experience working with high-level interview subjects preferred;
- After Congress, all videos shall be provided to IUCN on an external hard drive in professional quality .MP4 or similarly accessible format. Videos shall be organized as per the searchable library (time and date, names, titles, etc.). The Contractor must provide two duplicate hard drives with all footage from the event organised for use by IUCN. The Contractor will deliver one hard drive to IUCN and one to the video production contractors by Day 12; and
- Contractor must provide all of the necessary equipment to do perform the tasks as described in this proposal. IUCN will provide access to adequate workspace and high-speed internet.

2.4.4 PREFERRED COMPETENCIES - VIDEOGRAPHY

Proposers must have prior professional experience with videography for large events and a proven and efficient system for organising and sharing video clips in a timely manner. Proven experience managing fast-paced and complicated shooting schedules and organising and editing clips under these circumstances is required.

2.5 DURATION OF THE ASSIGNMENT

The duration of the reporting assignment is estimated at 9 shooting days, over the period from 3-10 September 2021. The assignment also includes up to 2 working days for meetings with the Congress Communications Team and other stakeholders to discuss specific editorial assignments and to complete the editing and organising of final deliverables.

2.6 TRAVEL TO AND FROM MARSEILLE

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

2.7 LANGUAGE

English will be the working language during the consultation meetings. IUCN will be able to provide some instructions in French or Spanish, but Contractors should have a working understanding of English as it will not always be possible for IUCN to provide instructions or updates in other languages.

2.8 ADDITIONAL SERVICES

2.8.1 HIGHLIGHTS VIDEO

For video proposals, please include estimated price of producing a 2-minute “highlights” video for screening at the Congress closing ceremony 10 September. The video will use footage from the event as per IUCN guidance to capture the energy and emotion of the Congress. It will include footage of VIPs, featured events and activities from the Forum, Exhibition, Nature Generation Areas and the Members’ Assembly as well as footage from the official Summits, virtual participation, side events and b-roll to help capture the spirit of the event. The video should include a music track and limited on-screen graphics such as the Congress logo and text as scripted and directed by IUCN.

2.8.2 OTHER ADDITIONAL SERVICES

IUCN will consider additional, related services offered by the Proposer that would enhance the overall quality and impact of the photography and videography at IUCN’s discretion upon receipt of Proposals.

PART 3 – THE EVALUATION MODEL

Proposers may submit proposals for either photography or videography portions of this RfP, or for both portions. IUCN will evaluate each portion of the proposal separately. The evaluation of proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in the tables below:

Photography evaluation criteria	Maximum points
1. Quality of photography as demonstrated by relevant portfolios of work	30
2. Experience photographing large events, including team management and individual team member experience	25
3. Quality photo organisation system including features, ease of use, compatibility and proven performance in relevant situations	20
4. Price Score	25
Total Score	100

Videography evaluation criteria	Maximum points
1. Quality of videography and editing as demonstrated by relevant portfolios of work	30
2. Experience capturing video footage and creating highlights videos of large events, including team management and individual team member experience	25
3. Quality video organisation system including features, ease of use, compatibility and proven performance in relevant situations	20
4. Price Score	25
Total Score	100

A Price Score (PS) is assigned to all Proposals applying the following formula: $PS = 25 \times LP/PP$

Where:

PS is the Price Score of the offer under evaluation;

25 is the maximum score in points obtainable in the Price evaluation;

LP is the lowest price amongst those Proposals that pass the technical threshold (see below);

PP is the price of the Proposal under evaluation.

Proposals must earn at least 40 out of a possible 75 points on the first three (non-price) criteria to be considered for the contract. The contract will be awarded to the Proposal with the highest total score, subject to the Proposal Conditions in Part 1 above, a successful reference check and the following caveat:

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

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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

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

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

4.1. Declaration

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

4.2. Technical information/Service Proposal

Proposers for each component of this RfP (photography and videography) are required to submit the following details in their technical proposal:

- i. Clear statement as to whether the proposal is for photography, videography or both.
- ii. Website of the Proposer; and links to examples of relevant photo and/or video work
- iii. Demonstration of experience in photography and/or videography of large events. This must include
 - links to portfolios from each example event
 - descriptions of each example event including scale of the event (numbers of days, sessions per day, participants, etc.) and website links when available
 - description of the team covering the example events (number of people on the photography or videography team, roles of each person)
- iv. Description of proposed photo and/or video organisation system for the IUCN Congress, including:
 - name of software
 - description of software's relevant benefits
 - description of proposer's experience using the software at a comparable event
 - description of proposed method for using the software to transfer images to IUCN communications team in an organised and efficient manner
- v. Proposed photo or video team for the Congress, including:
 - Names of individual team members, their roles, and descriptions of their relevant experience
 - Price for a team of at minimum ten members as described in Section 2.4 of this RfP, including all costs for the service (fees, travel, accommodations, daily allowances, etc.), and proposed schedule of work during the Congress
 - Price for each additional team member above the minimum requirements listed in Section 2 of this RfP, including all costs mentioned above.
- vi. Confirmation that the Proposer will comply with all requirements listed in Part 5 of this RfP
- vii. References – contact details of 3 referees familiar with the Proposer's experience relevant to photography or videography at large events;
- viii. Additional Services – For video proposals, please include estimated price of producing a

2-minute “highlights” video for screening at the Congress closing ceremony 10 September as described in Section 2.8 of this RfP.

IUCN welcomes details of additional, related services that the Proposer considers would enhance the overall visual presentation of the Congress during or after the event. Please include the additional costs of these services should IUCN choose to request them.

Please note that IUCN will not use these additional services as part of the evaluation of Proposals and will only use them in final contract negotiations with the selected Proposer.

4.3. Pricing information

Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement, including all travel expenses to, from and during the time in Marseille required to execute the obligations of this RfP. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract. IUCN will help to secure discounted group rates for accommodation in a 3-star hotel in reasonable proximity to the event venue based on the number of room-nights outlined in the Proposal.

Applicable Goods and Services Taxes

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

Currency of proposed rates and prices

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

Rates and Prices

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

Additional Scope – Proposer should include:

- Daily costs for adding additional staff including all travel-related costs, insurances, benefits and compensation; and
- Cost for extending service of an onsite team member for an additional day (including accommodation and per diem); and
- Cost for expanding coverage of the Nature Generation Spaces to include at least one photographer or one videographer team in that part of the Congress throughout its opening hours each day; and
- Cost for expanding coverage to include full coverage of each Summit at least one photographer or one videographer team in that part of the Congress throughout its opening hours; and
- For videography proposals, the cost for producing the “highlights” video mentioned in Section 2.8 of this RfP.

PART 5 – LEGAL AND OTHER REQUIREMENTS AND DOCUMENTS TO PROVIDE LINKED TO THE PERFORMANCE OF THIS CONTRACT IF SELECTED

Labour law and related legislation

If selected to provide the services in this RfP, as part of the Contract in addition to the services and requirements described above, the Contractor will have to abide by the French labour and related legislation as described in sections 14-17 of the proposed contract in Annex 1 of this RfP. **In addition to the documents required in the draft contract**, Contractors established in France will be required to provide the following documents:

- a) Documents relating to prevention of illicit/undeclared work
 - Certificate issued by French URSSAF;
 - K-bis (certificate of corporate registration) for professions requiring such registration;
 - An identification card proving registration with the trade registry;
 - An official document (offer, brochure, letter) showing the corporate registration number, name and address of the Contractor.
- b) Documents regarding employment of foreign employees
 - A list of all the employees for whom a work permit is required;
 - The list must specify for each employee: the date of hiring, the nationality, and the number and type of work permit.

Compliance with health and safety regulations and other policies and guidelines for the Congress

If selected to provide the services in this RfP, as part of the Contract in addition to the services and requirements described above, the Contractor will

- a) ensure the integration of the health and safety measures imposed by the national or local authorities linked to the ongoing COVID-19 pandemic in all of its action in the execution of the Contract and particularly in the periods of set-up, exploitation and dismantling as outlined in the proposed contract in Annex 1. This includes but is not limited to taking charge of and making available to all Contractor team members and sub-contractors the appropriate equipment (masks, hydro alcoholic gel, gloves) in sufficient quantity to ensure their safety.
- b) The Contractor will comply with the Anti-harassment Policy for IUCN events and follow the respective reporting procedure outlined in Annex 1 of that policy
- c) The Contractor will comply with the Congress sustainability policy and support the ISO 20121 certification process by minimising the environmental footprint of its own operations and by providing all necessary information and data required by the auditing company contracted by the Host country.
- d) The Contractor will comply with the required provisions relating to site security including the registration of all his personnel as well as the personnel of subcontractors as per the modalities that will be imposed by the local authorities to obtain the necessary accreditations to work at the venue following the successful security screening by the competent authorities; The Contractor shall not be entitled to any compensation should his personnel not pass the security screening requiring replacing such personnel;

PART 6 – PROPOSED CONTRACT

Annex 1 below is the proposed Contract for Congress onsite reporting. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

PART 7 – DEFINITIONS

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

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 – CONTRACT TEMPLATE

CONSULTANCY AGREEMENT (the “Agreement”)

between

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

and

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

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

PREAMBLE

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

Whereas IUCN wishes to obtain services from the Contractor for providing onsite [photography and/or videography] services for the IUCN World Conservation Congress in Marseille, France 3-10 September 2021 (hereafter **Congress**) and the Contractor agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Contractor will provide [photography and/or videography] services to capture required highlights and other aspects of the Congress and make the [photographs and/or video footage] available to IUCN and the Host Country. The Contractor will perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

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

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

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

2. TERM

This Agreement comes into effect on [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on 31 September 2021 (the “Expiration Date”).

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

1.1 The Contractor shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person or other designated liaisons as described in the Request for Proposals (Annex 1).

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

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

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Contractor a fixed and firm lump sum of **[currency/amount in numbers (amount spelled out in letters)]** (“the Remuneration”) 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 and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 70% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex 2.

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

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

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

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

6. TRAVEL EXPENSES

6.1 Travel expenses are included and covered by the Remuneration.

7. CONTRACTOR'S WARRANTIES AND UNDERTAKINGS

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

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

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

8. CONFIDENTIALITY

8.1 The Contractor will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Contractor's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Contractor shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Contractor shall:

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

8.2.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Contractor for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

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

11. LIABILITY

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

12. COMMUNICATION AND NOTICES

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

IUCN Contact Person	Contractor Contact Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [address] [phone] [email]

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

13. FRAUD, CORRUPTION, ETHICS AND PERSONAL DATA PROTECTION

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

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

13.3 The Contractor will comply with the [Anti-harassment Policy for IUCN events and follow the respective reporting procedure outlined in Annex 1](#) of that policy as well as with the [Congress sustainability policy](#) and support the ISO 20121 certification process by minimising the environmental footprint of its own operations and by providing all necessary information and data required by the auditing company contracted by the French government for the certification of the Congress..

13.4 Personal Data Protection

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

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

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

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

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

13.4.6 Where IUCN Personal Data is transferred and the Contractor is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Regulation (EU) 2016/679, the Contractor will either:

- a) enter into any standard data protection clauses adopted or approved by the European Commission in line with Regulation (EU) 2016/679; OR
- b) confirm that it has fully implemented binding corporate rules which provide adequate safeguards as required by Regulation (EU) 2016/679, or has any other similar program or certification that is recognised as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

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

14. FRENCH LABOUR AND RELATED LEGISLATION

14.1 The Contractor shall comply with all obligations of the French labour law and social security law for its own personnel working in France and handle all paper work with the French authorities in connection with the prevention of illicit/undeclared work, handling of work permits for foreign employees, managing social security contributions, documentation and compensation of overtime, and other requirements.

14.2 The Contractor shall comply with French health and safety legislation.

The Contractor shall ensure that any subcontractors comply with all obligations of the French labour law and social security law for their own personnel working in France

14.3 The Contractor shall ensure that any subcontractors comply with the health and safety legislation.

15. SECURITY

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

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

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

- a) the control procedures in order to access the Venue;
- b) the procedures for the individual accreditation of the staff mentioned above and the identification (such as a badge or windscreen sticker) of any vehicles they may use.
- c) Vehicles will be accessed through entry points identified by the competent authorities. These will be the mandatory crossing points for all vehicles for access. The Contractor will have to take into account in their interventions the time required for vehicle and personnel checks at the entrances. The Contractor shall not be entitled to make claim against IUCN, the Prefecture of Marseille and / or the Host Country for time spent performing these checks.

16. Health and Safety

In light of the ongoing COVID-19 pandemic and to ensure the safety of participants and visitors, the Contractor shall ensure the integration of the health and safety measures imposed by the national or local authorities in all of its action in the execution of the Contract and particularly in the periods of set-up, exploitation and dismantling. This includes but is not limited to taking charge of and making available to all Contractor team

members and sub-contractors the appropriate equipment (masks, hydro alcoholic gel, gloves) in sufficient quantity to ensure their safety.

17. INSURANCE

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

18. REQUIRED DOCUMENTS

In line with the relevant articles of the French labour law and the French law on social security, the Contractor shall provide the following documentation upon signing the Agreement. These documents are without prejudice to any other documentation that the Contractor must permanently hold as an employer under the applicable labour laws.

18.1 Documents relating to prevention of illicit/undeclared work:

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

18.2 Documents regarding secondment of employees:

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

18.3 Regarding employment of foreign employees:

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

19. TERMINATION

19.1 Termination for cause

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

- a) has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- b) defaults in carrying out any of its obligations under this Agreement;

- c) has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- d) enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- e) ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world

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

19.2 Termination for force majeure

19.2.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, 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"). It is specifically understood that an event beyond the reasonable control of a party related to the coronavirus (COVID-19) situation shall amount to a 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.

19.2.2 If a resolution of the Force Majeure Event is not possible or practicable, 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.

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

19.2.4 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 18.2."

19.3 Effects of Termination

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

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

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

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

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

20. APPLICABLE LAW AND DISPUTE RESOLUTION

- 20.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
- 20.2 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.

21. GENERAL PROVISIONS

- 21.1 This Agreement is the complete understanding between IUCN and the Contractor and replaces all other agreements and understandings in reference to the subject matter of this Agreement.
- 21.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
- 21.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Contractor's field of specialization.
- 21.4 This Agreement is personal to IUCN and the Contractor, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
- 21.5 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.
- 21.6 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]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

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