



Website of the Convention on Wetlands - Request for Proposal (RFP)

28 September 2021

Secretariat of the Convention on Wetlands
Rue Mauverney 28, Gland, CH 1196
www.ramsar.org

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About the Convention on Wetlands

The Convention on Wetlands (also known as the Ramsar Convention) is the only international treaty focused on wetlands. It provides a platform of 171 Contracting Parties (countries) working together for wetland conservation and sustainable use, and to develop the best available data, advice and policy recommendations to realize the benefits of fully functional wetlands to nature and society. Parties to the Convention have already committed to maintaining the ecological character of over 2,400 “Wetlands of International Importance” (or “Ramsar Sites”) covering more than 250 million hectares.

The Convention website, www.ramsar.org, is the primary communications platform for Contracting Parties and the Secretariat. The Secretariat, (hereafter referred to as “the client”), updates the site daily as part of the outreach to the general public and Contracting Parties, as well as partners. The current Content Management System (CMS) is Drupal 7.

1 Purpose of this RFP

The Client wishes to enter into a contractual agreement with a vendor. There are three phases for which the client wishes to receive a proposal. The client wants one single partner for the three phases and the continuing support, only bidders covering all phases will be considered.

- **Phase 1:** The current website is hosted on Amazon, the bidder will take over the management of that hosting environment from the current vendor as of January 2022.
- **Phase 2:** Management of hosting and support for small developments of current Drupal 7 website until Phase 3 is completed.
- **Phase 3:** The bidder will conduct the work to rebuild the website on Drupal 9 during the year 2022.

Please see Annex 1 for more details.

1.1 Contact person

Submissions of pre-selection answers, proposals and request for information can be sent to Manuel Kern by e-mail to itadmin@ramsar.org.

2 Timeline and milestones

Taking over the responsibility of hosting and maintaining the current website in its current environment and state is planned for January 2022. After this is done and stable the vendor and the client will agree on a timeline to rebuild the website on Drupal 9, to be completed during 2022.

Timeline

Submit intention to bid, pre-selection answers and portfolio	08 October
Top seven candidates notified and invited to submit proposal	15 October
Proposal deadline	12 November
Client’s evaluation of proposals (selection of top three)	by 19 November
Presentations by three selected bidders	by 30 November
Notification of selected vendor and contract signed	by 20 December
Taking on hosting of current site (Phase 1)	1 – 31 January 2022
Ensuring operation of Drupal 7 website (Phase 2)	February – October 2022
Rebuilding the website on Drupal 9 (Phase 3)	February – October 2022

3 Bidder's profile

The bidder responding to the RFP will operate in the field of web publishing, with expertise in publishing multilingual web content, developing on open-source Content Management Systems, with particular expertise in Drupal 7 and Drupal 9. The bidder's team should include at a minimum a technical web project manager, developer, tester, and visual designer.

In order to participate in this procurement, you must meet the following conditions:

- Free of conflicts of interest
- Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

4 Information to be provided by bidders

4.1 Portfolio and pre-selection answers

The bidder is requested to send the answers to the questions below and designate its representative to whom communications may be directed. For the submission deadline see paragraph 2.

1. Portfolio: Three examples of live websites that the bidder has created and developed end-to-end. The examples should reflect projects of a similar nature to the one in this RfP.
2. Written answers to pre-selection questions evaluating the experience of the bidder:
 - a. How long have you been delivering services similar to those in this RfP?
 - b. What is your core business as a company?
 - c. Why are you best placed to help the client meet its objectives?
3. Written answers to pre-selection questions evaluating the staffing capacity of the bidder:
 - a. How many employees do you have and where are they based?
 - b. How many employees would you allocate to this project?
 - c. Are you able to provide all elements of this RfP in-house? If not, please clarify which elements would be outsourced and relationship with any sub-contractors.

4.2 Proposal

Following the pre-selection, the seven shortlisted bidders will be notified and invited to submit a full proposal. For the submission deadline see paragraph 2.

1. Language of the proposal: The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged between the bidder and the client will be written in English.
2. Content and structure of the proposal
 - a. Technical Proposal
 - i. The bidder should include all relevant information for the client to evaluate the proposal, including information related to the needs and requirements outlined in **Annex 1**, agreement to the proposed timeline, and resources dedicated to the project.
 - ii. The technical proposal must include the following sections:

1. Proposed approach, including methodology, outputs, timetable (work methodology between the vendor and the client e.g. ticketing system such as Jira, methods like Agile / Scrum)
 2. Proposed project team members with a short description of their specific responsibilities.
 3. Details on incident management: listing types of incidents, how they are managed and time needed for the incident to be resolved.
- b. Financial Proposal
- i. The financial proposal must cover all the goods or services to be provided and must itemize the following costs:
 1. Maintenance and hosting, costs per annum.
 2. Any additional hourly/daily charges for telephone help desk, development, troubleshooting work (rates by weekdays, weekends, holidays) that is part of the maintenance agreement including minimum costs and durations of services.
 3. Any subcontracting costs.
 4. VAT/TVA: the client is an intergovernmental treaty and is exempt from all Swiss taxes. Bidders from outside Switzerland are requested to carefully consider whether they would be required to levy VAT/TVA on the supply of the services required by this project and include this as appropriate in their financial proposal.
 - ii. The financial proposal must contain a summary of the total cost of the services proposed as well as a proposed schedule of payments.

5 The evaluation model

This procurement is split into two steps:

1. Interested bidders must submit their Portfolio of relevant work and answers to the pre-selection questions, see 4.1, evaluated according to 5.1.
2. Based on the pre-selection submissions, the client will select up to seven candidates to submit full Proposals. Evaluated according to 5.2

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

5.1 Pre-Selection

	Pre-Selection criteria	Score	Weighting	Total
1	Quality and relevance of Portfolio	1-5	8	40
2	The Proposer is an established organisation with relevant experience	1-5	6	30
3	The Proposer has reasonable staffing levels for this size project	1-5	6	30
	Total Pre-selection Score		20	100

5.2 Technical evaluation of Proposals

Evaluation criteria	Score	Weighting	Max point
Approach and implementation plan, including demonstrated ability to meet deadlines	1-5	5	25
Adequacy of technology and systems proposed, including demonstrated expertise in proposing robust options to 5 key requirements	1-5	5	25

Experience in developing websites and handling projects of similar scope and size, including the provision of training	1-5	5	25
Sufficient, relevant and competent staff	1-5	4	20
Positive and relevant references	1-5	1	5
Total Technical Score		20	100

Each criterion will be scored out of 5 (where 1 – Does not meet the requirements, 2 – Basic, 3 – Good, 4 – Very good, 5 – Outstanding). Any proposals scoring 1 in any criterion will not be considered further.

A minimum of 60 points (Quality Threshold) needs to be obtained in the Technical Score in order to be considered for financial evaluation.

5.3 Financial evaluation of Proposals

The financial evaluation will be based upon the Total Price Estimate submitted in the Proposal. The Financial Score will be calculated by dividing the lowest bid price value (of those bid's that met the Quality Threshold) by the evaluated bid's price value, multiplied by 100. Thus:

lowest bid value = CHF X

bid A's value = CHF Y

bid A's financial score = $(X / Y) * 100$

5.4 Presentation by selected top three

The top three bidders will be invited to present their proposal. Based on the presentation and subsequent discussions the top three bidders will have a chance to re-submit a best and final offer. This final offer will be evaluated using the same criteria as outlined in this section.

1. Bidder presentations (selected top three):
 - a. Cost of proposal presentation: the bidder will bear all costs associated with the preparation and submission of the proposal, including any costs of discussing the proposal with the client, making a presentation, negotiating a contract and any related travel to the client in Gland, Switzerland.
 - b. In-person presentation of proposal may be requested, in Gland, Switzerland
 - c. Virtual proposal presentations can be arranged in the event that travel to Gland, Switzerland is not possible.

5.5 Total Score

The Total Score will be the weighted sum of the Technical Score (60%) and Financial Score (40%).

The contract will be awarded to the Proposal which has obtained the highest Total Score subject to the Proposal Conditions and the following caveat:

IMPORTANT: In the event that the Proposal achieving the highest Total Score is deemed not affordable, the client 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 bidders prior to opening the negotiations.

6 Ownership

All deliverables, databases, designs, backups, and all relevant content becomes property of the client once the work is delivered, unless already copyrighted.

7 Award of contract

1. Notice will be by email and phone call to the contact person at the selected bidder.
2. Signing of the contract
Within ten days of receipt of the contract the successful bidder will sign and date the contract and return it to the client according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then the client has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

8 General contractual conditions and information

1. Vendor's responsibility for employees: The vendor will be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable, qualified individuals.
2. Any subcontracting must be detailed in the proposal submission form and associated costs must be outlined in the financial proposal.
3. Place of performance will be at the vendor's facility. Physical meetings at the client's offices in Gland may be held where helpful.
4. Language of work is English.
5. Confidentiality:
The bidder undertakes to treat confidentially all information acquired in the context of this RFP. In principle, no information or data connected with this document may be passed on to third parties without the consent of the client. This will also apply to any subcontractors employed. The client will treat the bids confidentially and will not open them in front of other bidders.
6. Termination, cancellation
The client will have the right to cancel the contract (in addition to other rights, such as the right to claim damages):
 - i. In the event the vendor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
 - ii. In the event the progress of work is such that it becomes obvious that the obligations undertaken by the vendor or the agreed time of fulfilment will not be respected.
7. Project managers and process
 - a. The project is led by the Secretariat of the Convention on Wetlands on behalf of the Contracting Parties to the Convention.
 - b. The Secretariat has established the IT Officer as responsible for the overall operational steps of the project.
 - c. The successful bidder will appoint a qualified project manager.

8. Payment

- a. Payment and payment schedules will be according to the written contract provided by the client and signed by both the client and the vendor.
- b. Payment will be made based on satisfactory delivery and upon submission of invoices by the vendor to the client.

Annex 1: Technical specification

Phase 1 – Taking over the website from current vendor

The website is currently hosted on Amazon and the hosting solution corresponds to the client's needs, even though some tweaking is still necessary to optimize performance. The bidder will take over the current hosting in the first phase, liaising with the current vendor to ensure a smooth handover. At <https://www.ramsar.org> can be seen what is implemented today.

To include in proposal

The bidder will include in the proposal the proposed approach and the costs of the handover described in Phase 1.

Phase 2 – Management of hosting and support for small developments of current Drupal 7 website

Hosting

Once the control is with the new vendor, the client expects a proactive management of the hosting and website.

Production and staging instance

Two instances of all components of the website are required, one for staging and one production environment. This is already set up on Amazon.

Components

The website's current setup (per instance):

- Drupal 7 running on Nginx along with Maria DB and Redis
- Solr search engine for document indexing
- Separate Tomcat for a toolkit linking content to an external web platform
 - The toolkit needs access to the website's Drupal database
 - Toolkit: <https://github.com/InforMEA/odata.provider/releases>
 - Documentation: <https://www.informea.org/about/api>
- All the above services are dockerized

Services include

- Web server management
 - Proactive management of the OS
 - Proactive management of all services for smooth operation
 - Installation of critical updates
- Web server monitoring and alerting
 - Management, maintenance and updating of monitoring solutions
 - Real-time monitoring of alerts
- Security and firewall maintenance
- Daily full backup

To include in proposal

The bidder will give an estimate of how much the service level agreement including the points above would cost, for the initial setup and the monthly recurring costs.

Small developments

The implementation of changes and custom developments on the current Drupal 7 website are on a request base. Whenever a new feature or any other development is needed the Client will send a request to the Bidder.

Workflow

As an example, the workflow could look as follows:

1. The client creates a task in a ticketing system.
2. The development team estimates the time needed to implement the task in hours.
3. The client decides whether the task should be implemented or not.
4. If the estimate is accepted the development team starts implementation and keeps track of the hours spent. Should the hours spent surpass the estimate the development team asks the client again for approval before proceeding.
5. The feature is deployed on the staging instance.
6. The client tests the feature and gives feedback.
7. The feature is pushed to production.

Accountability

The system chosen should allow the client to be able to see the spent hours on a task, and to create reports of hours spent over a period of time.

To include in proposal

The bidder will include detailed information on the methodology used, including hourly / daily rates for involved staff.

Phase 3 - Redevelopment on Drupal 9

Once Phase 1 is complete and the tasks under Phase 2 are well established the client wishes to redevelop the whole website on Drupal 9. The client is satisfied with the current structure and functionality of www.ramsar.org, and the new site will be heavily based on what is currently existing in Drupal 7, especially regarding the carefully tagged document library.

New design

However, the client wants to take advantage of the rebuild to refresh the design and usability of the site. The bidder must have experience in UI design and be able to develop the new look together with the client, and implement it on the Drupal 9 instance.

Functionalities of the current site to be ported to Drupal 9

ID	Description	W ¹
DEL_01	Dynamic homepage https://www.ramsar.org , including latest news, events, notifications and boxes for most recent content.	1
DEL_02	Fully multilingual for the three official languages of the convention	1
DEL_03	Attractive multilevel main menu , similar to the existing horizontal top menu	1
DEL_04	Links to social media accounts in several places with nice looking logos	1
DEL_05	Quick search https://www.ramsar.org/documents contains a handpicked subset of all documents in the library, hierarchically structured by using taxonomy tags	1
DEL_06	Library https://www.ramsar.org/search , this is one of the core features of the website, it contains over 5,000 carefully tagged and indexed documents with multiple associate files in different languages and about 2,000 News items. The search has been tweaked to optimize the results using Solr with its Drupal integration. Further tweaking might be necessary; the bidder ensures to have at least one expert on Solr indexing in the team. The library also contains “Events”, “Contacts” and “Other content”.	1
DEL_07	STRP Forum archive , every 3 years the content of the forum is archived and transferred to clear the current archive and start from scratch. An archiving function is existing in a custom Drupal 7 modul, the archive must be accessible for users with a specific permission	1
DEL_08	Main search field on top of the page is based on the same index as the library, allowing for a simple free text search in all indexed content	1
DEL_09	Possibility to link and display documents from the library on an Article, News node etc., e.g. https://www.ramsar.org/activity/ramsar-regional-initiatives , currently called Featured documents	1
DEL_10	Attractive way of adding files like images, PDFs but also links to a node. Currently called “Materials”, e.g. https://www.ramsar.org/activity/ramsar-regional-initiatives	1
DEL_11	Country profiles , pulling together information from the library, the photo gallery and the Ramsar Sites, landing page https://www.ramsar.org/country-profiles , country e.g. https://www.ramsar.org/wetland/switzerland	1
DEL_12	Agenda module for events, linking documents to an event page. Currently done with a flexible backend solution to categorize, name and order the documents and agenda items https://www.ramsar.org/event/59th-meeting-of-the-standing-committee	1
DEL_13	Photo gallery https://www.ramsar.org/gallery . Contains about 1500 photos, tagged by album, country, wetland type etc.	1
DEL_14	“STRP Workspace” https://www.ramsar.org/workspace (login required) is based on module Drupal Advanced Forum and customized by current vendor, it includes sending of notification e-mails. There are currently 300+ users with forum permission, only a handful is active. It contains 18	1

¹ Weight: 1 = Must have in initial version, 2 = Can be added in a later stage

	topics and 30 posts. The forum does not necessarily need to sit inside the main website instance, it can also be migrated into a separate Drupal 9 instance.	
DEL_15	Protection against DDOS we are regularly attacked and need an effective protection without losing access to functionality of the site or CMS	1
DEL_16	SEO – the website has to stay capable of being correctly indexed by Google and other search engines, including all public content and library	1
DEL_17	Google analytics for page calls, searches and downloads	1
DEL_18	New interface to InforMEA , currently a toolkit in a tomcat is servicing as interface between InforMEA and the website. As of Drupal 9 the integrated REST API can be used to replace that toolkit. A subset of documents and events based on their tags have to be exposed this way.	1
DEL_19	Automatic harvesting of information coming from external systems. The harvesting mechanisms are currently implemented in Drupal 7 custom modules. <ul style="list-style-type: none"> • Ramsar Sites Information System (RSIS) for Countries and Ramsar sites: https://www.ramsar.org/country-profiles <ul style="list-style-type: none"> ○ external source: https://rsis.ramsar.org • CRM for contacts https://www.ramsar.org/search?ff[0]=type%3Aperson <ul style="list-style-type: none"> ○ external source: https://contacts.ramsar.org 	1
DEL_20	Bulk document import https://www.ramsar.org/admin/config/administration/neurones/imports/imports_documents , to upload many files at once. Currently we first upload the files via FTP into a specific folder, and in a second step upload an XML to generate the nodes of type “Document” linked to the files.	1
DEL_21	Interface to trigger partial or complete re-index of the main index for the library, currently solved with a drush interface	2
DEL_22	Video gallery https://www.ramsar.org/resources/videos , currently the “Materials” functionality (see below) is used to create a filterable library of videos, mostly linked from Youtube. Some have also a downloadable mp4 file attached.	2
DEL_23	Events and news feed https://www.ramsar.org/rss.xml	2
DEL_24	History timeline https://www.ramsar.org/about/history-of-the-ramsar-convention	2
DEL_25	Themes https://www.ramsar.org/themes/peatlands , customized page pulling in information from documents, news and other materials based on special tags	2

Migration

Current content has to be migrated to the new instance. Below an overview of the number of nodes. Note that some nodes are re-created during a daily import, they do not need to be migrated. Most of the content is in 3 languages, and 3 nodes are present for e.g. one “Article” or “Document”

Content type	Number	Number (not migrated)	
Activity	156		
Articles	623		
Country profile		515	Imported from RSIS daily
Document	13'049		
Event	155		
STRP Forum Archive topic	941		
News	3'623		
Organisation		441	Imported from CRM daily
Person		844	Imported from CRM daily
Ramsar notification		9	Imported from CRM daily
Site		7309	Imported from RSIS daily
Slideshow	1'111		linked to 'News' content type
Timeline event	123		for https://www.ramsar.org/about/history-of-the-ramsar-convention
Files (pictures and PDFs)	28'717		linked to nodes

To include in proposal

Based on the information provided in this RFP, the bidder will include the approach for the re-development, including:

- Methodology and experience
- Daily / hourly rates of staff involved
- An estimate of the creation of a fresh design
- An estimate for the migration of the functionalities described above
- An estimate for the migration of current content
- An estimate of how much the re-build would cost overall, including management costs and any other related costs
- A rough timeline and availability

Annex 2 – Template consultancy agreement



CONSULTANCY AGREEMENT Nr. _____ (the "Agreement")

between

The Secretariat of the Convention on Wetlands hosted by IUCN, International Union for Conservation of Nature and Natural Resources ("IUCN"), Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter referred to as "Secretariat")

and

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

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

PREAMBLE

Whereas the mission of the Convention on Wetlands is "the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world";

Whereas the Secretariat wishes to obtain advisory and consulting services from the Consultant for hosting, maintenance and redevelopment of the main website www.ramsar.org and the Consultant agrees to assist Secretariat with such services under the terms and the conditions set forth in this Agreement.

Whereas the Consultant has assured the Secretariat that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will ensure the continuing operation of the current website and carry out the redevelopment during 2022, 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 Secretariat in writing.

1.3 The Secretariat reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of Secretariat or of the Donor. The Consultant agrees to allow Secretariat or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, Secretariat or Donor shall provide the Consultant reasonable prior written notice.

1.4 The Consultant shall not subcontract the Services to third parties without the prior written consent of Secretariat. 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 upon its signature by both Parties (the "Effective Date") and will expire on 31.12.2022 (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 Secretariat.

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

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 Secretariat.

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

4. OBLIGATIONS

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

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

1.3 In the case of illness or accident or a case of Force Majeure as described under clause 15.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify Secretariat in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, Secretariat 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 upon submission of ... [task(s)/deliverable(s) that will trigger payment] and the second invoice; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and Secretariat written acceptance of all Services as specified in Annex I and the third and final invoice. The final invoice must be submitted no later than 30 days after IUCN's written acceptance of all Services or after the Agreement end date whichever is later

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

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

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

Complete Account name: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
IBAN No: [xxx]
SWIFT Code*: [xxx]

**or other bank routing code*

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

5.6 All invoices in connection with this Agreement shall be directed to:

IUCN
Convention on Wetlands
Rue Mauverney, 28
1196 Gland
Switzerland

6. TRAVEL EXPENSES (not applicable)

6.1 Travel expenses do not apply for this Agreement

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

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

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and 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 Secretariat or any other non-public information relating to the business, financial, technical or other affairs of Secretariat except as required by Secretariat 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 Secretariat, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to Secretariat.

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

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

8.3.2 disclose know-how and other confidential information of Secretariat which is provided by Secretariat 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.

8.4 The Consultant agrees to immediately notify Secretariat in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of Secretariat. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to Secretariat all such tangible items which are in its possession or under its control and relate to Secretariat, its business affairs and clients and/or the Services.

10. INTELLECTUAL PROPERTY

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

10.2 Pre-existing Intellectual Property (Pre-existing Rights") of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the provision of Services under this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to Secretariat a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to provision of the Services under this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in Secretariat and the Consultant hereby agrees to assign to Secretariat, 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, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item of part thereof wherever in the world enforceable.

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

10.5 Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

11. LIABILITY AND INDEMNITY

11.1 Secretariat shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services of this Agreement.

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

12. COMMUNICATION AND NOTICES

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

Secretariat Contact Person	Consultant Contact Person
[name] [title] [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. ETHICS, FRAUD AND CORRUPTION

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the Secretariat's Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. Secretariat reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct

equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by Secretariat and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. Secretariat reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

14.1 Secretariat recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf

15. TERMINATION

15.1 Termination for cause

15.1.1 Secretariat 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 Secretariat;
- 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

15.1.2 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 Secretariat for all expenditures incurred in the performance of this Agreement.

15.2 Termination for lack of Donor funds (not applicable)

15.3 Termination for force majeure

15.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

15.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

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

15.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 15.3.

15.4 Effects of Termination

In the event of termination under this article, Secretariat shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by Secretariat to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at Secretariat's request:

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

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

15.4.3 reimburse Secretariat for any expenditures made in breach of the terms of this Agreement and

15.4.4 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.

16. PROCESSING OF PERSONAL DATA

16.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

16.2 Secretariat may in the course of performance of this Agreement provide the Consultant with Personal Data. Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law.

16.3 Any processing of Personal Data shall be done in accordance with the terms of the Agreement and the applicable law. In particular, it shall be processed in a manner that ensures the security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

16.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of Secretariat, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to Secretariat for the performance of that other processor's obligations.

16.5 Where Secretariat's Personal Data is transferred to 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 Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

16.6 The Consultant shall promptly, and in any case within forty-eight (48) hours inform Secretariat through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

17.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

18. GENERAL PROVISIONS

18.1 This Agreement is the complete understanding between Secretariat and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

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

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

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

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

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Secretariat of the Convention on Wetlands **[full name of OTHER PARTY]**

Date: _____

Date: _____

Martha Rojas Urrego

[Name of representative]

Secretary General

[Position of representative]

ANNEXES

[please list all annexes named in the agreement]