



Request for Proposals (RfP) World Heritage Leadership Knowledge website

World Heritage Leadership Programme, IUCN and ICCROM

RfP Reference: IUCN-22-03-PA02312-1

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

- 1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

IUCN Contact: Matea Osti, Knowledge and Information Officer, Heritage, Culture and Youth Team, IUCN. Email: Matea.Osti@iucn.org

3. PROCUREMENT TIMETABLE

- 3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
14 March 2022	Publication of the Request for Proposals
28 March 2022	Deadline for expressions of interest
28 March 2022	Deadline for submission of questions
4 April	Planned publication of responses to questions
11 April	Deadline for submission of proposals to IUCN (" Submission Deadline ")
12-14 April 2022	Top 5 proposals selected for interview
19-22 April 2022	Interviews and clarification of proposals with bidders
27 April 2022	Planned date for contract award
2 May 2022	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated below. This will help IUCN to keep you updated regarding the procurement.

4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

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 within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

Pre-Qualification Criteria	
1	3 relevant references of clients similar to IUCN where similar type of work was performed
2	Portfolio describing 3 similar types of website projects developed by the bidder
3	Confirm that you have all the necessary legal registrations to perform the work
4	State your annual turnover for each of the past 3 years
5	How many employees does your organisation have who are qualified for this work?

4.4. *Technical Proposal*

The technical proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).

Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN’s discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN’s approval.

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance:

	Description	Information to provide in proposal	Relative weight
1	Proposed approach and implementation plan	Approach to the implementation of the	25%

	Description	Information to provide in proposal	Relative weight
		project, including an implementation timeline.	
2	Adequacy and appropriateness of technical solutions and systems proposed	Description of technical solutions and systems proposed, why they are recommended, and extent of bidder's experience with the proposed technical solutions and systems.	20%
3	Experience in developing websites and handling projects of a similar nature, scope and size	Portfolio describing 3 projects	25%
4	Ability to meet deadlines	Examples in proposal showcasing ability to meet client deadlines	10%
5	Sufficient, adequate and relevant staff	Resumes/CVs of proposed project team	10%
6	Positive and relevant references	References from past clients (see pre-qualification criterion 1)	10%
TOTAL			100%

Following evaluation of the technical and financial proposal, the top 5 bids will be taken forward to the final selection round involving interviews.

Interviews will consist of technical questions based on the bidder's technical and financial proposal (e.g. the proposed approach and implementation plan, adequacy and appropriateness of technical solutions and systems proposed, the bidder's experience in developing websites and handling projects of a similar nature, scope and size etc.) and will be awarded a score (out of 10), which will be added to the previous weighted total technical and financial scores.

4.5. *Financial Proposal*

4.5.1. The financial proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

Please note, the maximum contract amount is 60,000 Euros.

4.5.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes (except VAT, see below), fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your

responsibility to determine whether such taxes apply to your organisation and to include them in your financial offer.

4.5.3. *Applicable Goods and Services Taxes*

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

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in Euros.

4.5.5. *Breakdown of rates and prices*

Please include a proposed project budget and time estimate (days), with a breakdown of the activities this will cover. Please also include a budget proposal for post-launch regular website maintenance support in 2023.

Proposals should also include a non-binding price proposal for purchase and ongoing management of the SSL certificate, and the hosting solution for the website.

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account in the evaluation.

4.7. Your proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. *Withdrawals and Changes*

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.5. *Total Score*

Your proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical: 70%
Financial: 30%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 70\% + 77 * 30\% = 58.1\% + 23.1\% = 81.2\%$.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

7. **CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

- 7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.
 - 7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
 - 7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. 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.

7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).

7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.

7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.

7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years and make this available to internal and external auditors and donors as and when requested.

8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

11. 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 1,000 staff with offices in more than 50 countries.

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

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

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

www.iucn.org

<https://twitter.com/IUCN/>

12. ATTACHMENTS

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking*

Attachment 3 *Contract Template*

Attachment 1: Specification of Requirements / Terms of Reference

World Heritage Leadership Knowledge Platform – Terms of Reference

1. About the World Heritage Leadership Programme

Background

The World Heritage Leadership Programme is a capacity building initiative of ICCROM and IUCN, initiated in 2016 with financial support from the Ministry of Climate and Environment of the Government of Norway. The Programme **seeks to build and develop the capacities of people and institutions working in heritage management, and empower them to improve the conservation and management of cultural and natural heritage places, including UNESCO World Heritage sites.**

Programme implementation

The Programme is implemented by IUCN and the International Centre for the Study of the Preservation and Restoration of Cultural Property (ICCROM), in collaboration with the International Council on Monuments and Sites (ICOMOS), the UNESCO World Heritage Centre, and other partner organisations.

IUCN is the official advisory body on nature to the UNESCO World Heritage Committee. Working closely with IUCN's Commissions, IUCN Members and a range of partners, IUCN evaluates new sites nominated to the World Heritage List, monitors the conservation of listed sites, and promotes the World Heritage Convention as a leading global instrument for conservation. IUCN also provides support, advice and training to site managers, governments, scientists and local communities.

ICCROM is an intergovernmental organisation dedicated to the preservation of cultural heritage worldwide. Through training, information, research, cooperation and advocacy programmes, it aims to enhance the field of heritage conservation and restoration, and raise awareness to the importance and fragility of cultural heritage. ICCROM is an official advisory body to the UNESCO World Heritage Committee. As an Advisory Body to the World Heritage Convention, ICCROM leverages knowledge gained within the World Heritage system to help its Member States improve conservation and management of World Heritage properties and a wider range of sites. ICCROM's role in World Heritage helps it better understand conservation needs, while the related capacity building work gives ICCROM access to information on training needs, valid within the World Heritage context and beyond.

Aims of the Programme:

The World Heritage Leadership Programme aims to:

- Set and test the leading standards for conserving heritage places, and ensure these places contribute to communities and sustainable development;
- Provide high-profile documented advice on conservation policies and practices that are accessible in many languages
- Create a network of internationally-recognised leadership sites, for example World Heritage sites that demonstrate leading practice, and can provide platforms for learning and capacity building;
- Build international networks between nature and culture practitioners and institutions that link on-the-ground practice with leadership from local to global levels; and
- Provide diverse training events, exchanges, and other capacity-building activities to support the work of both heritage managers and stakeholders, and national heritage services in countries

An online presence for the World Heritage Leadership Programme

The World Heritage Leadership Programme implementing team is seeking to create a website (currently known as the “World Heritage Leadership Knowledge Platform”, or WHLK Platform for short¹) to empower heritage managers improve the conservation and management of heritage places, and profile the work of the Programme.

A key aspect of the Platform is that it will serve as the dynamic online interface for the World Heritage Management Manual publication and other manuals on World Heritage management, all of which are currently in development. The WHLK Platform will showcase key content on heritage management from these manuals, taking users on a journey towards understanding and implementing successful heritage management.

Users visiting the platform will be able to engage on a series of heritage management topics, including: management systems for heritage places; heritage values and attributes; people and communities; heritage services/benefits; factors affecting heritage; governance and decision-making for heritage; disaster risk management; impact assessment; monitoring and evaluation; and tools for enhancing management effectiveness.

2. Summary of the Requirement

IUCN invites you to submit a proposal to design, develop and maintain a new website for the World Heritage Leadership Knowledge Platform (WHLK Platform). The requirements for this project are detailed in the sections below.

Proposals must be submitted in English and in the format specified in Section 4 the RfP.

3. Background

The need for a website for the World Heritage Leadership Programme

We need to create a website for the World Heritage Leadership Programme in order to:

- **Empower heritage practitioners and their institutions:** We want to harness the power of digital to motivate our target audiences to learn about successful heritage management. Most of the knowledge gathered under this Programme is captured in the form of PDF guidelines and manuals. We want to turn this PDF guidance into a dynamic online user experience for our users, thus increasing uptake and impact.
- **Increase our profile and visibility:** The World Heritage Leadership Programme currently does not have strong visibility or branding. Information on the Programme is found in various places online, highlighted by its two implementing institutions (see [here](#) and [here](#)). We would like to build a dedicated online presence for the Programme, which can serve as the hub for World Heritage site practitioners to find information, tools and resources on different aspects of heritage management.
- **Bring everything together:** The Programme is developing a lot of knowledge resources for the heritage management community, from guidance manuals, to training courses and webinars. These resources need to be brought into one centralised space online, in a cohesive and systematic way that is easy to search through for users.

4. Scope of this RfP

The contractor will manage the end-to-end design and development of the website, including (but not limited to) the following phases:

¹ Note: The name of the platform is not considered final and may change.

- Information Architecture design (including user experience)
- Design of the website and underlying Content Management System (CMS). The design of the website will need to align with indicative design and brand identity provided by IUCN.
- Development, testing and deployment (“launch”)
- Post-launch support, maintenance and security management

Bidders need to include information on how they will approach the end-to-end process. In addition, bidders should also include in their proposals recommendations and a solid rationale for:

- Technical architecture (including CMS tool provider and all components/tools used)
- Hosting solution (including security solution(s))
- Any third party service required by the hosting solution

Copy writing for the website is out of scope and will be undertaken by IUCN and ICCROM staff, who will upload the content onto the website using the CMS.

5. Objectives

The new website needs to support the general objectives of the World Heritage Leadership Programme and its Communication strategy. The website will aim to:

1. Become the go-to platform for heritage practitioners to learn about effective heritage management, on a range of topics, from key theoretical concepts, to proven, evidence-based strategies for improving the conservation of heritage places on the ground
2. Familiarise heritage managers with heritage places that are exemplars of conservation practice and management, empowering managers to adapt best practice from these exemplar sites for use in their own heritage places
3. Provide access to heritage resources to users from all over the world, in multiple languages and formats (e.g. online, printable), and shareable via main social media networks
4. Serve as a leading hub for information on heritage courses, training events, news and opportunities, and other capacity building activities offered by the World Heritage Leadership Programme and other institutions
5. Be considered as a quality provider of information on heritage management by the international heritage community, with a strong visual identity and online presence

6. Key audiences

The website has three main audiences:

1. **Site managers:** the primary audience for the WHLK Platform are people who coordinate on-the-ground protection and management of heritage places. Site managers encompass a diverse set of on-the-ground staff (e.g. site directors, archaeologists, architects, rangers, visitor managers), all working together to conserve heritage places. They play a critical role in everyday protection and management of a heritage place, including monitoring and adapting management to ensure the heritage place continues to be protected into the future.

- 2. Government management authorities:** The second main audience for the WHLK Platform are people who work in local, regional or national level government (e.g. city councils, national ministries, government policy institutions). These users advise and interact with site managers on issues that impact heritage (e.g. local land use zoning policies), and engage in national or international efforts for heritage conservation (e.g. national engagement with the UNESCO World Heritage Convention).
- 3. Local communities:** The third main audience for the WHLK Platform are the people living in or close to heritage places. Many heritage places are located within land that is held and managed by local communities, including Indigenous Peoples, who maintain strong linkages between place, people, culture and identity, and play a central role in conserving heritage places (e.g. through traditional management practices).

Other audiences that may access the WHLK platform to engage on heritage management issues include: researchers and academics, the private sector (e.g. tourism, extractives, and finance industries), members of civil society (e.g. non-governmental organisations), youth, and members of the general public.

Note: IUCN and ICCROM held a workshop in 2021, together with participants from the World Heritage management sector, to discuss and map out key audiences for the WHLK Platform, and develop a set of personas. The outcomes of this workshop (including persona profiles) will be shared with the successful bidder to inform the website development work.

7. Structure and information architecture

The website Information Architecture needs to be designed taking into account the website objectives, our main audiences and their needs. In 2021, a card sorting workshop was undertaken with the Programme implementing team to explore the ways in which the website could be structured. IUCN will provide the outcomes of this workshop to the successful bidder to inform the development of the Information Architecture for the website.

In general, the website should be simple and easy to navigate, and the structure and design should be driven by best-in-class user experience principles. While the aesthetics of the site are an important component, a clear Information Architecture with a streamlined user experience are the priorities. This website will feature large amounts of content in the form of text from at least four different heritage management manuals, so a clear, modular organisation system will need to be developed to facilitate a good user experience.

The bidder should include information on how they would approach the Information Architecture development process and what would be required from IUCN to help facilitate the process. Please include a solid rationale for your approach.

8. Design

Although the World Heritage Leadership Programme currently does not have strong online visibility or branding, an initial indicative design and brand identity have been developed by a designer for the main heritage management manuals. The design work was a collaborative exercise between the manual authors and the designer, and has been informed by the overall manual development process and capacity building objectives of the World Heritage Leadership Programme.

As a result of this process, the general visual look, colour palettes, and iconography have been determined. The design of the website will need to align with these components so that it is clear that the website and manuals are part of the same family of products from the World Heritage Leadership Programme. These design resources and guidelines will be provided to the successful bidder at the beginning of the project.

To assist interested bidders, some examples of the types of websites we consider well-designed and structured are provided below. To be clear, we do not wish to replicate the design and structure of these websites, rather

we are providing these examples to serve as potential sources of inspiration for the design and structure of the WHLK platform:

- The [DYL Toolkit](#) for development practitioners
- The [Wayfinder](#) platform on resilience assessment approaches
- The [PANORAMA](#) platform on solutions for a healthy planet
- The [US Climate Resilience Toolkit](#)

9. Functionality requirements

Key functionality must include:

- **Intuitive navigation and a great user journey:** The WHLK Platform will introduce users to a lot of information and themes on heritage management. It will be content-heavy and feature many types of resources. Making navigation for the user as easy and intuitive as possible is a priority, as is ensuring a great user journey.
- **Access to activities and resources of the Programme:** The WHLK Platform will be the go-to hub for all information on heritage management and capacity building. The diverse set of activities, course offerings, news, resources and other activities need to feature prominently on the site, in a way our users find straightforward to access
- **An easy to use and cost-effective CMS:** We need a CMS that is easy to for our staff to use and is cheap to maintain in the long term. The CMS should facilitate easy upload of and edits to content across the site. The proposer should provide estimated costs for yearly maintenance of the proposed CMS platform following launch.

Specific functionality requirements for the website and CMS include:

No	Requirement	Description
<i>The website must:</i>		
R01	Load quickly	A load speed of no higher than 2 seconds would be ideal.
R02	Profile content from the heritage management manuals in a user-friendly way	The WHLK Platform must provide a user-friendly experience for visitors exploring content on heritage management, which will be sourced from the heritage management manuals. Much of the content that will be featured describes processes or steps for effective heritage management, so the website will need to be built to take users on a journey through these various processes.
R03	Be built in a way that promotes learning	The WHLK Platform is not aiming to be an online learning course, but the website and its functionality should be structured in ways that promote user learning on the various heritage management topics.
R04	Integrate functionality to accommodate large amounts of text	Some of the content pages in the WHLK Platform will include large amounts of text (with some diagrams, images etc). Functionality will need to be integrated into the site to allow users to navigate through text-dense content in a user-friendly way (e.g. through content expand/collapse functionality).
R05	Include a glossary section, with terms that can be linked to content in other pages of the website	There are approximately 150-160 heritage terms that will need to be accessible in a dedicated section on the website. Each heritage term has a one sentence summary, and then an elaborated explanation (up to a paragraph).

		Content and other pages in the website will need to have functionality which allows our CMS managers to select one of these terms and link it to specific text in a page, so that if a website visitor hovers over the term in the text, the short explanation appears, with a hyperlink link to the longer explanation in the glossary page (for an example of this functionality, see hyperlinked text in this website).
R06	Have powerful search functionality supported by filtering and tagging systems	Many resources will be profiled on the WHLK Platform. It will therefore be important that website users are able to find the content and resources they are looking for. The website will need to have powerful search functionality (for both content and resources), including a tagging system if possible. More specifically, in the back-end (i.e. in the CMS), we want to be able to tag content, resources and case studies according to certain themes and parameters (e.g. monitoring and evaluation, impact assessment, benefits), so that they appear in searches and filters in the front end (i.e. for the website user).
R07	Showcase news and activities of the Programme	We would like to the website to show relevant news and activities of the Programme, sourced from various channels, for example, content that we manually publish (e.g. news item), as well as content that is automatically generated (e.g. from our dedicated social media accounts)
R08	Feature a heritage course catalogue	Courses on heritage capacity building will be a prominent aspect of the WHLK Platform, and many users will come to the site to see what courses they can join. There needs to be a place on the website where we can advertise upcoming courses and direct applicants to apply for these courses. (Note, the courses themselves will not be hosted on the WHLK Platform, we just need a place where we can provide information on these courses)
R09	Have a resources library	The World Heritage Leadership Programme will generate many resources, from publications and reports, to webinar recordings and information leaflets. We need a centralised repository, with powerful search and filter functions to allow users to find resources they are looking for easily.
R10	Integrate functionality which highlights to users related webpages/content	Some website content pages will need to provide hyperlinks to other content pages that cover similar themes/material. Integrating functionality on the website which highlights related/linked pages for users in an accessible way will be key. There will also need to be functionality in the back-end (CMS) that allows CMS managers to identify which pages should be linked.
R11	Profile heritage site case studies and link to case study pages on an external site	Content pages will need to feature functionality which allows for heritage site case studies to be briefly profiled (e.g. title of case study, short paragraph, image), with a URL link to more information on the case study on the PANORAMA website (see example PANORAMA case study page here).

R12	Acknowledge our partners and donors	We would like to feature our partners and donors on the website (~15-20 organisations), along with their logos. This could be on a dedicated partners page, or in the website footer (to be decided).
R13	Display content in multiple languages	The website needs to be accessible to users in English and French.
R14	Feature PDF download functionality for webpages	The content of some webpages will be translated into additional languages, which will be available in PDF form. The website needs to include functionality that allows users to access these PDF translations (and allows CMS managers to upload them onto the webpage).
R15	Integrate Google Analytics and Google Search Console	We would like to use Google Analytics to track website traffic, and Google Search Console to monitor search performance
R16	Feature a cookie consent notification	The website will need to feature a cookie consent notification, as part of being GDPR compliant.
R17	Be built in a way that minimises long term maintenance costs	Both the website and CMS must be built and include functionalities that are robust and sustainable in the long-term, with the need for ongoing maintenance costs kept to a minimum. This is a priority for the project.
The CMS must:		
R18	Have different types of back-end users	The CMS must allow for different IUCN/ICCROM CMS manager (hereafter "CMS manager") roles with different permissions, for example, <i>administrators</i> (who have access to everything/all permissions), and <i>content editors</i> (who can add/edit content and submit for review and publishing by the administrator).
R19	Allow certain CMS managers to manage CMS users	Some CMS managers (e.g. <i>administrators</i>) should be able to add, edit and delete other CMS managers.
R20	Allow content, menus and taxonomies to be editable by CMS managers	The CMS should allow all content, menus and taxonomies (e.g. tags) to be editable by CMS managers (in English and French), without the need for content to be uploaded or edited by the contractor. This will help ensure that managing the platform in the long term is sustainable for IUCN and ICCROM. The CMS will also need to feature version information for pages (i.e. which user edited which page and when). A CMS user manual should clearly indicate to CMS managers how to update different sections of the website.
R21	Allow new or edited content to be previewed before being published	Edited content, or new content must have the option to be previewed by CMS managers before being published.
R22	Feature different types of page templates that can be edited by CMS managers	The contractor and IUCN/ICCROM will agree on a specific set of webpage templates (e.g. content page, news page, course page, resource page) during the information architecture and design

		phases of the project. All agreed webpage templates need to be accessible to and editable by CMS managers.
R23	Have a user-friendly search functionality for content	CMS managers will need to be able to search through webpages to edit them. A simple search/filtering functionality will need to be integrated for all webpage content in the CMS.
R24	Easy to use image upload function, which includes caption and copyright fields	CMS managers will need to be able to easily upload images and preview how images will look once published on the site. The image upload function must have fields for the image caption, and copyright information.
It would be nice for the website to...		
R25	Have social media sharing functionality	We would like to enable website users to share content on social media, e.g. Facebook, Twitter, LinkedIn. This feature could include automatic generation of image and text for sharing on social media.
R26	Optimise webpages for printing	Some of our users will want to print content from webpages. We would be keen to explore options for optimising webpage content for printing (e.g. either directly from the webpage, or using an automatic PDF download functionality for webpages).

Bidders need to describe the design and architecture platform they recommend for hosting the website and back-end system, with clear reasons for their recommendation and addressing the above listed requirements.

10. Accessibility

The website should adhere to the latest Web Content Accessibility Guidelines (WCAG) standards (2.1). The website will be available in English (UK) and French.

11. Browsers and device support

The website design needs to be fully adaptable across mobile, tablet and desktop – we welcome recommendations on whether a responsive design or adaptive web design is the best option.

The website should function in the latest versions of Chrome, Safari and Firefox, Microsoft Edge as well as IE 10 – 11.

12. Security and legal

Maximum level of security, preventing breaches such as spam, viruses, phishing, DOS and DDOS attacks, site hijacking, unapproved posting and content, FTP access and personal information, content or database thefts. IUCN reserves the right to mandate a third-party company to pen-test the delivered site after go-live and at regular intervals subsequently. After go-live, any resulting fixes will need to be implemented by the Contractor.

The website must be SSL protected. The proposal should include a non-binding proposal for purchase and ongoing management of the SSL certificate.

Finally, the website must be compliant with GDPR and there must be a fully GDPR compliant Cookie Consent module included on the site (as per requirement R16). The contractor must also provide IUCN with details of

all cookies applied to the site, to be used in the Privacy Policy (this does not need to be included in the proposal), as well as describe all personal data collected throughout the site and the reasons for the collection.

13. Search Engine Optimisation

The development of the website must involve Search Engine Optimisation (SEO), and post launch ongoing SEO monitoring and optimisation.

14. Hosting

Bidders should include details on the hosting solutions required by their proposal, as well as a non-binding hosting proposal.

15. Training

The proposal should include a training session for the IUCN/ICCROM CMS managers, including the provision of a concise CMS user manual.

16. Ongoing support and maintenance

After its launch, the website will need:

- Small modifications and improvements that will not significantly modify the core structure of the website that will be developed;
- Standard maintenance, backup and updates to the server and the CMS environment;
- Security maintenance of all components/tools required by the website,
- Ongoing maintenance and SEO monitoring and optimisation.

We are looking for a contractor who can help our team navigate technological decisions by clearly explaining the risks, benefits and potential alternatives for meeting certain objectives. The contractor should also be proactive in their maintenance of the website, offering advice and solutions to IUCN/ICCROM on an ongoing basis.

The expectation is for the contractor to respond with a solution within 6 hours to any issue regarding security and 24 hours to any client request involving modifications. There must be an issue management system in place that allows IUCN/ICCROM to track progress on issues and hours spent by the contractor.

The maintenance services to be provided by the contractor for the website following launch will cover the period to 31 December 2023, with a view to being renewed annually at the mutual agreement between IUCN and the contractor.

Further significant developments needed to the website that are not in the scope of this RfP or the support and maintenance services and that require additional effort from the contractor will be mutually agreed and acknowledged accordingly in future separate contracts.

17. Timeframe

The website development work will be carried out over the course of 2022, with three key delivery dates:

We would like a demo version of the website to be ready by **15 June 2022**, in time for the annual World Heritage Committee meeting. This demo version of the website will be shown to a public audience as an early demonstration of the WHLK Platform. The idea is to provide a short demonstration of the design of the homepage, structure of the main navigation tabs, and design and content for a few key website pages – e.g. content page, news and events page, resources page. Given the short timeframe for the demo version

development, it is not crucial for the CMS to be developed in time for the showcasing of the demo version of the site, this will depend on the approach suggested by bidders.

The remaining technical work on the site needs to be completed by **1 September 2022**, with the entire design, information architecture and CMS completed by 1 September in order to allow for IUCN and ICCROM staff to populate the webpage templates from September to November 2022. The aim is to launch the site in **early December 2022**.

--End--

Attachment 2: Declaration of Undertaking

DECLARATION in relation to RfP IUCN-22-03-PA02312-1

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): _____

Registered Address (incl. country): _____

Year of Registration: _____

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

Attachment 3: 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], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter “**Consultant**”)

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

PREAMBLE

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

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

[OPTION 2] **Whereas** IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

1.2 The Consultant will assign [name of the person(s) and title(s)] (the “Key Personnel”), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The

Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

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

2. TERM

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

3. INDEPENDENT STATUS

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

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

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

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

4. OBLIGATIONS

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

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

4.3. In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] ("the Remuneration") based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and

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

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

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

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

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

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

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

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.

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

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

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

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

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

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide 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 IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to it by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

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

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

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

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

9. PROPERTY OF RESULTS

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

10. INTELLECTUAL PROPERTY

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

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

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for

the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

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

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

11. LIABILITY AND INDEMNITY

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

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

12. COMMUNICATION AND NOTICES

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

IUCN Contact Person	Consultant 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. 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 IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

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

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

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

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

15. PROCESSING OF PERSONAL DATA

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

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

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

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

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

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

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

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

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

16.2 Termination for lack of Donor funds

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

16.3 Termination for force majeure

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

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

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

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

16.4 Effects of Termination

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

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

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

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

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

17. APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by 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.

Signed on behalf of:

**IUCN, International Union for
Conservation of Nature and
Natural Resources**

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]

[Name of representative]

[Position of representative]

[Position of representative]

ANNEXES

[please list all annexes named in the Agreement]