



Request for Proposals (RfP) IUCN Leaders Forum 2024 Housing Agency Services

**IUCN Secretariat, Headquarters Gland Switzerland,
Global Convenings and Events Unit
RfP Reference: IUCN-24-02-P04647-1**

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: Céline Converset, Logistics Officer, iucnleadersforum@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
12 February 2024	Publication of the Request for Proposals
22 February 2024	Deadline for expressions of interest
29 February 2024	Deadline for submission of questions
4 March 2024	Planned publication of responses to questions
11 March 2024	Deadline for submission of Proposals to IUCN (" Submission Deadline ")
14 March 2024	Clarification of Proposals
25 March 2024	Planned date for contract award
3 April 2024	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a Proposal by the deadline stated above. 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 3](#))
- 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.

1. Provision of three (3) relevant references of clients.
2. Confirmation of having all the necessary legal registrations to perform the work.
3. Confirmation of having been in business for at least three (3) years.
4. Statement of the annual turnover for each of the past three (3) years
5. Confirmation of general liability insurance in the amount of \$1,000,000 (859,000CHF) per occurrence and \$2,000,000 (1,718,000CHF) in the aggregate.
6. Confirm that your organisation has formal policies and procedures to safeguard General Data Protection Regulations.
7. Organisation formal policies and/or procedures for the following: code of conduct, sustainability, gender mainstream, carbon offset, anti-fraud, etc.
8. Confirmation that required booking system is developed in-house or already integrated with sub-systems and that content and logo can be customisable for IUCN.

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.

Should you provide CVs in your proposal, 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	Relative weight
1	Project Plan.	Detailed project Plan for performing the required services, including a work plan and timeline.	15
2	Past Experience and Qualifications	Company presentation including vision, history, structure as well as project staff qualifications and number of dedicated staff to the project.	10
		Three relevant case studies of projects in which services in scope, size, or type of activity were similar to the scope of services described in this RfP.	10
3	Online System & integration	Description of the online booking platform performance and capacity (including integrations to Civi CRM, websites and reports).	20
		Presentation of language capacity beyond English.	5
4	Graphic interface and responsiveness	Three relevant examples of hotel booking platforms currently live and responsiveness.	15
5	Maintenance and technical support	Detailed maintenance and technical support plan including SLAs. Onsite support.	15
7	Sustainability	Detailed presentation of Candidate's sustainability policy.	10
TOTAL			100%

4.5. *Financial Proposal*

4.5.1. The Financial Proposal will be an estimate based on the final number of hotels and category booked for the project.

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 Scope of services. 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 Proposal.

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 Swiss Francs (CHF).

4.5.5. *Financial proposal details*

IUCN will evaluate the Financial Proposals based on the candidate's service and the return commission of the hotel income based on our estimate of income. Please indicate the return commission for IUCN for each of the following level of actual income:

	Description	Information to provide
	Return Commission to IUCN from the 10% commission received from hotels to the candidate.	For income up to 40.000 CHF
		For income from 40.001CHF – 50.000CHF
		For income above 50.001 CHF

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered 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 technical a score under 70% 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*

IUCN will estimate the total return commission associated with your Financial Proposal on the basis of our estimate of total income.

The financial evaluation will be based upon this estimate of total return commission. Your Financial Proposal will receive a score calculated by dividing the estimated return commission associated with your Financial Proposal by the highest estimated return commission of all Proposals that have passed the minimum quality thresholds (see Section 5.3.2).

Thus, for example, if your return commission is 30% for an income of CHF 45,000 and the highest return commission proposed for that income is 40%, you will receive a financial score of $30/40 = 75\%$

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:	60%
Financial:	40%

Thus, for example, if your technical score is 85% and your financial score is 77%, you will receive a total score of $83 * 60\% + 77 * 40\% = 49.8\% + 30.8\% = 80.6\%$.

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 3.1 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 3](#)).
- 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 after the end of the resulting contract 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 4](#), 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, [International Union for Conservation of Nature and Natural Resources \("IUCN"\)¹](#), is a [membership Union](#) uniquely composed of both government and civil society organisations. It provides

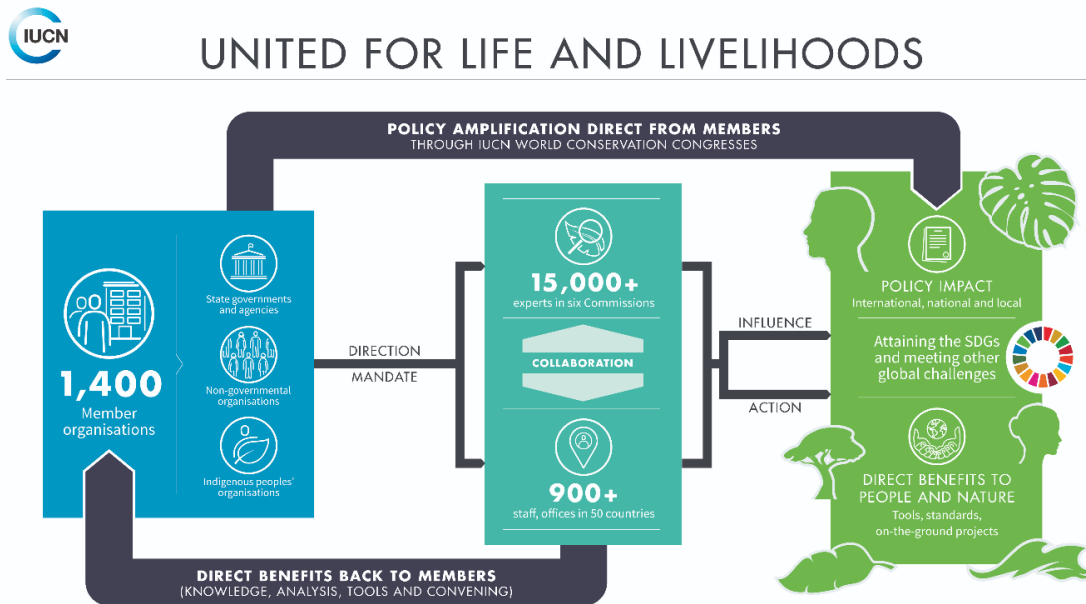
¹ Watch our video [IUCN 70th anniversary video](#).

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 900 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 [1,400 Member organisations](#)², are represented by the [IUCN Council](#), and some [15,000 experts](#).

It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.



IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous people 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/>

² To have an overview of our current membership visit the following link: <https://www.iucn.org/our-union/members/members-directory>

12. ATTACHMENTS

Attachment 1 *Scope of services*

Attachment 2 *Declaration of Undertaking*

Attachment 3 *Contract Template*

Attachment 4 *About the IUCN Leaders Forum*

Attachment 1: Scope of services

RFP No. **IUCN-24-02- P04647-1**

Issued **XXXX**

The objectives of this RFP and the expected results from the services procured are as follows:

To secure a reputable housing provider with excellent references to provide overall management of hotel room blocks and reservation services for participants attending the IUCN Leaders Forum 2024 (the "Forum").

The scope of services and responsibilities for housing services desired for this procurement are as follows:

- 1) Take over the room blocks from the Geneva Convention Bureau and provide services as Housing Agency starting five months (May 2024) before the Forum.
- 2) Negotiate fair terms and conditions for IUCN and Forum participants (no minimum stay, fair cancellation policies, no financial liability for IUCN if rooms are not booked through official Housing Bureau, no credit card guarantee requested to participants not having one, etc.), and concessions for the public and private hotel rooms and block rooms according to the forecasted needs.
- 3) Standardise, finalise and sign the hotel contracts at the latest five months (early May 2024) before the Forum on behalf of IUCN, approval on the contracts should be requested before signature. Management of contracted rooms, overall communication with hotels, all invoicing and payment processes with hotels
- 4) Assign an Accommodation Manager to supervise the accommodation management process.
- 5) Monitor rates offered by hotels within the room block to ensure the IUCN Leaders Forum rates are equal to their lowest offered rate.
- 6) Monitor booking ratios close to cut-off dates and advise IUCN with regards to the release of rooms, no release should be done without IUCN's approval for both public and private blocks.
- 7) Work with all hotels that are offering rooms through the official booking system to ensure sustainability initiatives are put in place and to collect the necessary data to report on the carbon emissions linked to the use of accommodation.
- 8) Coordinate with the IUCN Global Convenings and Events team the private room block bookings and suggest a dedicated booking process in line with the GDPR.
- 9) Manage communication through emails with participants, before, during and after the event by responding within 24 hours or the next working day. IUCN will provide an email address and mailbox for this usage.
- 10) Design a secured (https) online booking form that offers a seamless reservation process (aligned with GDPR) for Participants that:
 - Is available at least five months (end of May at the latest) prior to Day 1, in English.
 - Provides information on each hotel (name, star rating, distance from venue, room type, internet access, restaurant availability, vicinity to public transportation, etc.), on their sustainability standards as well as distance to the Venue(s) by foot (if less than 20 minutes) or by public transportation/event shuttles.
 - Allows for online booking and payment (credit card and wire transfer) as well as booking changes and cancelation.
 - Allow manual bookings when necessary
 - Issues hotel room booking confirmation, invoice and receipt in English.
 - Issue customised reports (IUCN must be made aware, on a regular basis, of the accommodation booking status).
- 11) Provides a customer service desk onsite to Participants at least in English but ideally also in French and/or Spanish as well. During the Forum an onsite housing desk will be set up and staffed from Day -1 (PM only) to Day 2 (AM only) to assist with any of the Participants requests onsite.

12) Developpe procedures for:

- Processing turn over and transmit reservations to the hotels.
- Handling of lost and incomplete reservation forms; reservation requests after blocks are sold out; deposits and refunds.
- Managing changes and cancellations.
- Claim and complaints management.
- Rooming list compiling.

The above procedures must be detailed in the candidate's proposal.

13) Post-Forum, the housing agency will be responsible for the post event reconciliation invoicing of the private block and commission payment. Provide final summary report and booking statistics on housing as per IUCN requirements within 2-month following the closing of the event.

14) Submit a "lessons learned" report suggesting improvements for the housing management within 2-month following the closing of the event.

15) Facilitate the generation of revenue to IUCN from hotel commissions resulting from attendee bookings made within the room block. Any revenue received by IUCN from hotel commissions shall be considered tax-exempted. Provide a monthly sales report.

16) All the above must be conducted in a sustainable manner. Candidates are requested to provide IUCN with elements which would testify of its engagement in running a sustainable business (certifications, measures in place such as energy consumption reduction plan, internal gender policy or anti-harassment policy, carbon offsetting, etc.). A scoring will be dedicated to the sustainability efforts undertaken by each candidate.

Public Block

The public block includes all rooms that will be blocked in hotels for booking by registered Participants whose travel is self-financed. Rooms in the Public Block are for individual reservation and payment or for reservation and payment by non-IUCN groups. Costs cannot be charged to IUCN.

Public block	Day -1	Day 1	Day 2	Day 3
	07 Oct	08 Oct	09 Oct	10 Oct
5*	50	50	50	50
4* and 3*	400	400	400	400
2* and B&B	30	30	30	30
Total public	480	480	480	480
Total 5* rooms to be blocked (60% of the total of the 5* rooms in the public block)	30	30	30	30
4* and 3* rooms to be blocked (60% of the total of the 3 to 4* rooms in the public block)	240	240	240	240
2* and B&B rooms to be blocked (60% of the total of the 2* and B&B rooms in the public block)	18	18	18	18
Total to be blocked by Housing Agency (60% of the total of the public block)	288	288	288	288

Private Block

The private block refers to all rooms that will be blocked for individuals or groups for which IUCN will cover the costs. Costs will be invoiced to and paid by IUCN.

Private block	Day -2			Day -1			Day 1			Day 2			Day3		
	06-Oct-24			07-Oct-24			08-Oct-24			09-Oct-24			10-Oct-24		
	3*	4*	5*	3*	4*	5*	3*	4*	5*	3*	4*	5*	3*	4*	5*
IUCN staff 3*				6			6			6			3		
IUCN Executive Delegation 3*				3			3			3			3		
IPLC and Young changemakers 3*	6			25			25			25			25		
Sponsored VIP and Speakers 3* to 5*					14	6		14	6		9	6		14	6
IUCN supplier 3*				3			3			3			3		
Others 3* to 4*				0			2			2			2		
Total Rooms	6	0	0	37	14	6	39	14	6	39	9	6	36	14	6

Attachment 2: Declaration of Undertaking

RFP No. **IUCN-24-02- P04647-1**

Issued **XXXX**

DECLARATION OF UNDERTAKING
in relation to RfP Congress Housing Agency Services

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 then end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably 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 4: Contract template

RFP No. **IUCN-24-02- P04647-1**

CONTRACT REFERENCE NUMBER	IUCN-24-02- P04647-1
PROJECT NUMBER	
AWARD NUMBER	

HOUSING SERVICES 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

XXX, a **XXX** established under the laws of **XXX**, with headquarters located **XXX** (hereafter “**XXX**”)

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

PREAMBLE

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

Whereas IUCN wishes to obtain advisory, consulting and management services from the Housing Agency for the accommodation services for IUCN Leaders Forum 2024 (hereinafter referred as “the Forum”) and the Housing Agency agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Housing Agency will provide accommodation booking and management services, including negotiating with the hotels and contracting the required rooms at best prices and conditions as close as possible to the Forum venue, handling the private and public room blocks and contracts with the hotels, setting up and managing the accommodation booking system, handling the selling of the rooms to individuals and groups, taking the entire financial responsibility of the contracts, taking full risk for all hotel allotments, handling the communication, invoicing, payments and the following-up with the participants and the hotels, provide staffing for the onsite desk at the Forum venue (Palexpo – Geneva), on Day -1, Day 1 and Day 2 (for a maximum of 12 hours per day) of the Forum to handle onsite bookings and queries. T

The Housing Agency will perform the tasks and deliver deliverables no later than agreed deadline(s) as set out in the terms of reference attached as Annex 1 (the “Services” – *RFP - IUCN Leaders Forum 2024-Housing Agency Services*) and Annex 2, (*IUCN Leaders Forum 2024 - Housing Agency Services - XXX Proposal*).

The Housing Agency shall not act as agent of IUCN and has no authority to represent or bind IUCN in any way. The Housing Agency shall act as intermediary between the Forum participants and the hotels. Except for the Private rooms block, the Housing Agency shall in particular make no bookings on behalf or in the name of IUCN.

The Services will include the provision of certain material and equipment and other hardware goods, such as IT equipment (laptop, system, etc.) required to provide onsite accommodation services to Third parties.

The Services do not include the actual operation of hotels, which will be performed by other companies. The Housing Agency will ensure that such companies provide to the Third Parties the hotel services under the terms and conditions agreed upon.

The Services shall always be provided in a diligent and professional manner in accordance with best practices of the Supplier's industry or trade and with adequately qualified and skilled collaborators. Should IUCN at any time not be satisfied with any employee, including the Account Key Personnel, appointed by The Housing Agency to provide the Service, the Housing Agency shall upon IUCN's request replace such individual.

Both parties shall agree on a timeline (hereinafter referred to as "Timeline") where all milestones relating to the Services and the Material are indicated. The Services shall be provided strictly in compliance with the Timeline as specified in Annex 4.

1.2 The Housing Agency will appoint a contact person who is an employee of the Housing Agency, to the performance of the Services on behalf of the Housing Agency. 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 Housing Agency 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 Forum of inspection or audit, IUCN or Donor shall provide the Housing Agency reasonable prior written notice.

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

1.5 Clarifications

1.5.1 General

1.5.1.1 IUCN Leaders Forum 2024 is planned to be held 8-10 October 2024 in Palexpo, Geneva - Switzerland. The Final Hotel Allotment (as defined in Annex 3) shall comply these dates. Should the dates change, IUCN will inform the Housing Agency in writing and the Final Hotel Allotment will be, after revaluated to ensure the date change coincides with hotel's availability, adjusted accordingly.

1.5.1.2 The Housing Agency should contribute to the IUCN objective to increase the percentage of the Forum participants bookings and favourable accommodation booking terms and conditions.

1.5.2 Securing of hotel rooms and processes

1.5.2.1 The preliminary hotel allotment shall comply with the quantities indicated in Annex 1, or otherwise mutually agreed by both Parties. All negotiated rates shall be regularly shared with and approved by IUCN.

1.5.2.2 Annex 3 details the rooms pre-blocked by Geneva Convention Bureau for IUCN Leaders Forum 2024. The pre-blocked rooms are handed over by Geneva Convention Bureau to the Housing Agency. The Housing Agency shall re-assess the pre-blocked room block, adjust it as needed and finalise negotiations with the hotels to ensure best possible rates and conditions for the Forum participants. All final rates have to include the negotiated commission on (minimum 10 % commission). If a lower commission is offered by a hotel, which is outside of the Housing Agency's control, IUCN will be informed, and a decision will be taken as to whether that hotel remains as part of the hotel allotment. Final rates should include breakfast, taxes and service charges (if

applicable). The rooms shall be sold at the prices agreed to with the hotel, and in no way should a higher room rate be passed to the Forum participants due to these inclusions. The total room price to the Third Parties shall in no case be higher than the rack-rate.

- 1.5.2.3 The final hotel allotment defining the hotels, the distance to the venue, the hotel star rating, the room categories, the number of rooms per night, the room rates including breakfast, the hotel commission, the number of complementary rooms (if applicable) and other benefits (hereinafter referred to as "Final Hotel Allotment") should be mutually agreed upon by IUCN and the Housing Agency and signed by both Parties no later than 30 April 2024. The commission income sharing as defined in section 5 will be based on this signed Final Hotel Allotment.
- 1.5.2.4 Before contracting the hotels closest to or with suitable public transport connections from/to Palexpo at reasonable rates and best terms and conditions in line with IUCN needs, the Housing Agency shall obtain IUCN's written approval of the hotel's allotment, the corresponding rates and the booking terms and conditions.
- 1.5.2.5 It is hereby acknowledged and agreed by the Housing Agency that, as further provided in Annex 1, the Housing Agency shall be fully responsible for the planning, negotiation, contracting, selling and/or cancelling of all required rooms for the Forum, being entirely responsible for all financial obligations deriving thereunder. IUCN assumes no responsibility (financial or otherwise) whatsoever regarding the planning, negotiation, contracting and selling of any required rooms, and/or the cancellation or releasing of rooms not sold or required, cancelled by a Third Party, or not used (no-show). Also, IUCN assumes no responsibility (financial or otherwise) regarding the Final Hotel Allotment, and in particular regarding the figures mentioned in Annex 1 ("Scope of Services"). In other words, the Housing Agency bears the risk if the Final Hotel Allotment exceeds the actual need of the Forum participants.
- 1.5.2.6 The Housing Agency guarantees room availability, of an attractive portfolio of hotel options, covering all-star ratings, a range of room categories, variety of prices, and including locations within closest proximity to the Forum venue and with good public transport links. All rates will be in accordance with final rate negotiations and the final process approved by IUCN. In case new hotels or room categories are added, the corresponding rates will be well negotiated by the Housing Agency and will need to be approved by IUCN.
- 1.5.2.7 All booking terms and conditions will be finalised in conjunction with IUCN, and include amongst others:
- being able to make and manage bookings online directly at no administrative cost;
 - being able to make date changes online directly at no cost;
 - Deposit 100% refundable minus booking fees of the Housing Agency handling charges for any request received in writing (letter, email, fax) up to 72 hours prior to arrival. After that cancellation costs, based on the policy of the hotel will apply. In the event that cancelled room(s) are resold via the Housing Agency or the hotel, the booking value of the resold hotel rooms will be deducted from the cancellation costs.
 - No fees for name change will be charged.
 - Deposit non-refundable in case of no-show.
 - No penalty if early departure announced at least 24 hours prior to check-out.
 - Deposit 100% refundable if cancellation for force majeure.
- 1.5.2.8 Notwithstanding the fact that the room reservation constitutes a contract between the Third Party and the Housing Agency based on a contract the Housing Agency has signed with the hotel, the Housing Agency is responsible

towards the Third Party in respect of the performance of the hotel under the contract. This includes responsibility for (i) ensuring the quality and service of the hotel meeting the conditions the room was booked at; (ii) in case of any Third Party complaints, ensuring they are resolved in an appropriate and timely manner; and (iii) in case of overbooking made by a hotel, ensuring that the hotel does not reallocate Third Party bookings made by the Housing Agency for the Forum (unless reallocation is required due to force majeure, upon which the Housing Agency must ensure the Third Party is reallocated to a hotel/room of equal standard and distance to the Forum venue and at no additional cost). The Housing Agency shall not be allowed to divert this responsibility to the hotel, nor limit its responsibilities in this respect in any contract that is concluded between the Housing Agency and Third Party (i.e. when the Third Party makes the room reservation via the Housing Agency).

1.5.3 Other

1.5.3.1 Only upon written approval by the IUCN, the Housing Agency may in turn provide written approval to a Hotel for the distribution of material / information to Event participants. This applies to materials distributed to rooms, television, message boards, function boards, lobby signage or any digital media communication.

1.5.3.2 The IUCN Forum 2024- Accommodation team phone opening hours should be confirmed in conjunction with IUCN.

1.5.3.3 All emails have to be sent through the IUCN email server.

2. TERM

This Agreement comes into effect upon its signature by both Parties (the “Effective Date”) and will expire on 31 January 2025 (the “Expiration Date”).

3. INDEPENDENT STATUS

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

3.2 The Housing Agency 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 Housing Agency shall hold him or herself out or permit himself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Housing Agency 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 Housing Agency by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

4.1 The Housing Agency 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 Housing Agency 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, Housing Agency shall promptly notify IUCN in writing of impediment.

5. REMUNERATION

5.1 The Housing Agency shall receive from the hotels a 10% commission on each room night booked via the Housing Agency and actually paid, including paid cancellations as confirmed by the hotel, (hereinafter referred to as the "Hotel Commission"). The commission on each room night will be calculated solely on the paid room rates excluding tax..

The Housing Agency shall pay IUCN a return commission of the Hotel Commission income (hereinafter referred as the "the Return Commission") ninety days post Event as follow:

Total Hotel Commission	IUCN Commission (Return Commission)
Up to 30.000 CHF	XX %
Between 30.001 - CHF to 40.000 CHF	XX %
Above 40.0001 CHF	XX %

5.2 The Housing Agency must provide IUCN with a detailed summary of the current amount and an estimation of the final amount of the Hotel Commission and Return Commission. The summary must be provided monthly once the booking systems opens.

5.3 The Housing Agency shall transfer the Return Commission and any other income as specified in 5.1 to IUCN as soon as the final account settlements for the Services for the Forum have been completed and the Hotel Commissions received or no later than ninety days from the last day of the Forum, whichever occurs first. All payments should include applicable taxes. The Housing Agency shall request an invoice from IUCN and shall transfer a single payment all income to the bank account details below adding a reference note: *IUCN Leaders Forum 2024 - PA04647.AC*

Bank Name:	UBS Switzerland AG
Branch Address:	Place Saint François 16
Town/City:	Lausanne
Country:	Switzerland
BIC Code (SWIFT address):	UBSWCHZH80A
Account Number:	0243-00335035.01W
IBAN:	CH23 0024 3243 3350 3501 W

5.4 The Housing Agency shall provide IUCN with a copy of all supporting documentation (including the relevant contracts with and invoices from the hotels) as soon as the final account settlements for the Services for the Forum have been done or no later than ninety days from the last day of the Forum, whichever occurs first.

5.5 All accommodation prices will be in CHF and hotel rooms will be sold in CHF. The amount transferred to IUCN for the return commission will be transferred in IUCN preferred currency.

6. TRAVEL EXPENSES (not applicable)

7. THE HOUSING AGENCY'S WARRANTIES AND UNDERTAKINGS

7.1 The Housing Agency 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 Housing Agency to be in breach of any obligation towards a third party.

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

7.4 The Housing Agency 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 Housing Agency 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 Housing Agency's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Housing Agency 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 Housing Agency 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 Housing Agency by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Housing Agency 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 Housing Agency 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 Housing Agency by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency, 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 Housing Agency agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of the Housing Agency’s actions or omissions in rendering the Services or the breach of any of the Housing Agency’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	The Housing Agency Contact Person
Caroline Cardona Convenings Manager Global Convenings and Events Unit	XXX

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 Housing Agency 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 Housing Agency confirms it has reviewed and accepted.

13.2 The Housing Agency 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 Housing Agency 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 Housing Agency becomes aware of facts which constitute or may give rise to a conflict of interest, the Housing Agency shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Housing Agency 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 Housing Agency shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Housing Agency 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 Housing Agency confirms it has reviewed and accepted.

13.5 The Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency and / or the Housing Agency Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Housing Agency will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Housing Agency 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 Housing Agency with Personal Data. The Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Housing Agency 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 Housing Agency:

- 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. The Housing Agency has committed a material breach of the Agreement (other than under i) above) and has failed to remedy it within (i) ten (10) days of notice or, if the period between the notice and the Forum is less than thirty days, (ii) three (3) days unless the breach is not capable of being remedied, in which case IUCN does not have to take into account any notice period. If the breach occurs within 72 hours before the Forum starts, the breach will at all times deemed to be not capable of being remedied;
- iv. 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");
- v. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- vi. 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.

IUCN is furthermore entitled to terminate the Agreement with immediate effect if:

- vii. IUCN has justified reason to believe that the Housing Agency will not deliver and perform under the terms of the Agreement.
- viii. The Forum is cancelled (due to any cause)
- ix. IUCN decides, in its entire discretion, that the Forum will be fully virtual.

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

16.2 Damages and other remedies upon failure to perform

Should the Housing Agency's Services or Materials be unsatisfactory, IUCN is entitled, but not obliged, to require the Housing Agency promptly to remedy the failure. IUCN shall be entitled to a corresponding adjustment of the Return Commission rates mentioned in Article 5, and the Housing Agency shall indemnify any cost, expenses and damages incurred by IUCN due to such failure and/or breach, including but not limited to any fines payable under the European General Data Protection Regulation (GDPR), the Swiss Federal Act on Data Protection (FADP), or any relevant regulation.

Upon the Housing Agency's failure to provide the Services as set out in this Agreement and/or to promptly remedy this failure, and/or upon the Housing Agency's failure to perform timely or otherwise as agreed upon, IUCN shall remain entitled at its own discretion, and whether IUCN has been given the opportunity to remedy or not, to obtain the Services from a third party and at the expense of the Housing Agency.

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

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- 16.4.1 In the event IUCN terminates the Agreement based on clause 16.1.1 viii (i.e. in case the Forum is cancelled) the Housing Agency shall be entitled to the following compensation only:
- any out-of-pocket expenses incurred up to the date of termination and any cancellation/termination fees associated with contracts entered into between the Housing Agency and any hotels hereunder; and
 - the actual time and expenses incurred with the set-up of the accommodation booking system prior to the date of termination and which could not have been avoided (e.g. specific systems developments required by IUCN) up to a maximum of 5000 Swiss Francs

The above costs must be evidenced in writing (e.g. by paid invoices and time and salary sheets).

- 16.4.2 In the event IUCN terminates the Agreement based on clause 16.1.1 ix) (i.e. in case the Forum becomes fully virtual) the Housing Agency shall be entitled to the following compensation only:

The Housing Agency will be reimbursed, up to a maximum of 5.000 CHF (five thousand Swiss francs) in total, for documented costs (e.g. by paid invoices) relating to the actual time and expenses incurred with the set-up of the accommodation booking system prior to the date of termination and which could not have been avoided (e.g. specific system developments required by IUCN).

16.4.3 In the event IUCN terminates the Agreement based on clauses 16.1 i), 16.1 ii), 16.1 iii), 16.1 iv), 16.1 v), 16.1 vi), 16.1.vii) and in the event the Housing Agency terminates the Agreement based on clauses 16.1.3 the Housing Agency shall forward to IUCN by email, within 5 (five) days, a copy of all contracts entered into between the Housing Agency and the hotels. IUCN shall then have the right but not the obligation to take over any or all such contracts (including the agreed allotments, prices and conditions), the database, and any information and material required by IUCN in relation to existing hotel bookings (individuals and groups). Everything will be handed over to the IUCN or another supplier selected by IUCN if requested by IUCN. The contracts that IUCN decides not to take over shall remain unaffected and will only bind the Housing Agency and the hotels.

The Housing Agency shall also immediately provide IUCN with a list containing all bookings, their status and all relevant documents (e.g. invoices, payment receipts, etc.) made until the date of termination as well as all contracts entered into with groups, and shall immediately transfer to IUCN, on the following bank account, all payments received by the Housing Agency from Event participants:

Bank Name:	UBS Switzerland AG
Branch Address:	Place Saint François 16
Town/City:	Lausanne
Country:	Switzerland
BIC Code (SWIFT address):	UBSWCHZH80A
Account Number:	0243-00335035.01W
IBAN:	CH23 0024 3243 3350 3501 W

The above bank details must be re-confirmed by IUCN prior to any payment being made to IUCN by the Housing Agency.

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 Housing Agency 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 Housing Agreement is non-exclusive. IUCN is free to consult other experts in the Housing Agency 's field of specialization.

18.4 This Agreement is personal to IUCN and the Housing Agency, 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.

Housing Agency

Signed on behalf of:

Date: _____

Date: _____

IUCN, International Union for Conservation of Nature and Natural Resources

Marc Magaud
Head of Global Convenings and Events

Date: _____

ANNEXES

Annex 1 “The Services”: *Request for Proposals (RfP) IUCN Leaders Forum 2024 Housing Agency Services*

Annex 2: *“IUCN Leaders Forum 2024-Housing Agency Services_XXX Proposal “*

Annex 3: *“IUCN_Forum 2024_allotment”*

Annex 4: *Timeline*

Annex 1 “The Services”: *Request for Proposals (RfP) IUCN Leaders Forum 2024 Housing Agency Services*

Annex 2: “IUCN Leaders *Forum 2024-Housing Agency Services_XXX Proposal* “

Annex 3: "IUCN_Forum 2024_allotment"

Annex 4 – Timeline

25 March 2024	Planned date for contract award
3 April 2024	Expected contract start date
30 April 2024	Housing Agency to finalize Hotel Allotment as per IUCN requirements. All hotel contracts are signed between Hotels and Housing agency
2 May 2024	Housing Agency booking system and form set-up are ready for testing by IUCN Project Manager.
8 May 2024	Event participants bookings open
Monthly, from 1 June 2024, to include all bookings	Monthly commission report - submitted to IUCN Project Manager
07-09 October 2024	IUCN Leaders Forum open registration - Accommodation desk setup
10 January 2025	Final commission report - submitted by Housing Agency to IUCN

Attachment 5 About the IUCN Leaders Forum

RFP No. **IUCN-24-02- P04647-1**

Issued **XXXX**

The IUCN Leaders Forum is an annual event, gathering leaders and changemakers from around the world, in-person, to discuss innovative solutions to critical global challenges, make bold commitments, build partnerships and catalyse action for impactful change in nature conservation and sustainability. The event aims to be a “Davos-for-Nature” with three primary objectives:

- Convene influential and innovative leaders (government, private sector, civil society, sub-national authorities, other) with the aim of creating alliances and new partnerships, identifying innovative solutions, and advancing the international policy agenda.
- Offer a platform to discuss emerging issues and help shape future market forces with key stakeholders, in a safe space.
- Create a networking opportunity between corporates and changemakers who are implementing environmental action projects and can report back on their progress at the next annual Leaders Forum.

Previous & current host cities:

- IUCN Leaders Forum 2022: ICC Jeju, South Korea Jeju’s Province
- [IUCN Leaders Forum 2023](#): CIG Geneva, Switzerland
- IUCN Leaders Forum 2024: Palexpo Geneva, Switzerland

Event Format

The event covers 2.5 days on-site with selected sessions available for remote participation. The focus is on networking (formal and informal), targeted business meetings, pitch events, and other occasions for leaders and changemakers from across sectors to connect and build partnerships. There are also high-level segments for executives to present to the audience as a whole. The purpose is to enable participants to “rub shoulders” in a relatively small and intimate venue, and to emphasize the discussions that are much more likely to produce results with an in-person dimension. The overall number of participants should not exceed 500.

Attendees

The IUCN Leaders Forum convenes government leaders at the highest level (both national and subnational), C-Suite business and finance executives, Heads of International Organisations (GEF, Green Climate Fund, UNEP, UNESCO etc.), as well as leaders from civil society organisations (NGOs, Indigenous Peoples and Local Communities, etc.). [The stellar line-up of speakers](#) from the last edition of Leaders Forum (2023) demonstrates the value of the event to key stakeholders.

Influential and innovative leaders from around the world are invited in order to create an environment conducive to constructive and rich exchanges. The aim is to offer a platform that can translate priorities of the international agenda into actionable items, spur the creation of new coalitions, and enable multi-stakeholder exchanges in an inclusive and safe space.