



# Request for Proposals (RfP)

## IUCN Congress 2025 - ISO 20121 Implementation and Certification

**IUCN Secretariat, Headquarters Gland Switzerland,  
Global Convenings and Events Unit  
RfP Reference: IUCN-24-04-P04213-1**

*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, [congress@iucn.org](mailto:congress@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
22 April 2024	Publication of the Request for Proposals
29 April 2024	Deadline for expressions of interest
30 April 2024	Deadline for submission of questions
02 May 2024	Planned publication of responses to questions
10 May 2024	Deadline for submission of Proposals to IUCN (" <b>Submission Deadline</b> ")
16 May 2024	Clarification of Proposals
22 May 2024	Interviews / presentations
29 May 2024	Planned date for contract award
03 June 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 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.

	<b>Pre-Qualification Criteria</b>
<b>1</b>	3 relevant references of clients similar to IUCN / similar work
<b>2</b>	Confirm that you have all the necessary legal registrations to perform the work
<b>3</b>	State your annual turnover for each of the past 3 years
<b>4</b>	How many employees does your organisation have who are qualified for this work?
<b>5</b>	Confirm that your Organisation has the necessary qualifications to deliver the requested services (e.g., ISO certification)
<b>7</b>	Confirm that your organisation has formal policies and/or procedures on sustainability
<b>8</b>	Confirm that your company/Organisation has been able to get ISO 20121 Certification for at least 3 events in the past 5 years

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	Relative weight
1	<b>Project Plan.</b>	The Project Plan for performing the required services, including a work plan and timeline.	30
2	<b>Past Experience and Qualifications</b>	The education, training, qualifications, and experiences of the Candidate (including staff plan and staff CV)	5
		The Candidate's record of projects in which services in scope, size, or type of activity were similar to the Scope of Services.	10
		The references which would allow to assess the Candidate's reputation for professional integrity and competence.	5
3	<b>Prospective Ability and Capacity</b>	The quality and reliability of the Candidate to perform the services.	10
		The Candidate's ability, desire, and capacity to be responsive and accessible, and to provide the required services in a timely manner (suggested SLA to be provided).	25
4	<b>Terms and Conditions of Contract.</b>	The Candidate's willingness to agree to all of the terms and conditions of the Contract as set forth in Section IX of the RFP; and if not, the reasonableness of the Candidate's proposed alternative terms and conditions.	15
TOTAL			100%

#### 4.5. *Financial Proposal*

4.5.1. The Financial Proposal must be fixed and firm prices for the provision of the services stated in the RfP in their entirety.

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 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 CHF.

4.5.5. *Financial proposal details*

IUCN will evaluate Financial Proposals based on the provision of the completed table below (cells in light orange to be filled by the candidate):

	Description	Information to provide	<i>To be completed by bidder</i>		
			Number of days	Daily cost in CHF	Sub-total
1	Labour	Number of days and daily rate			
2	Other costs	Detailed estimates for major fees and additional costs (i.e., travel costs)	Price per unit	Number of units	Sub-total
3	Total costs for IUCN	Full total price, charged to IUCN, of the services included in the proposal			

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. PARTNERSHIP WITH THE IUCN WORLD CONSERVATION CONGRESS

Your Proposal must indicate if you wish to pursue a wider partnership with the IUCN World Conservation Congress 2025 (e.g. use of the event IP and logo, presence of the IUCN communication materials, socialisation with the IUCN Membership and network, presence on site, etc...). Please note that this element has no bearing on the Evaluation. Should you be interested and if selected, it will lead to a separate conversation with our Global Convening and Events unit.

## 6. EVALUATION OF PROPOSALS

6.1. *Completeness*

IUCN will first check your Proposal for completeness. Incomplete Proposals will not be considered further.

6.2. *Pre-Qualification Criteria*

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

6.3. *Technical Evaluation*

### 6.3.1. *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.

### 6.3.2. *Minimum Quality Thresholds*

Proposals that receive a technical a score under 70% will not be considered further. Proposals that receive a score of '0' for any of the criteria will not be considered further.

### 6.3.3. *Technical Score*

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

## 6.4. *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  $80/100 = 80\%$

## 6.5. *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:

<b>Technical:</b>	<b>70%</b>
<b>Financial:</b>	<b>30%</b>

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.

## 7. **EXPLANATION OF PROCUREMENT PROCEDURE**

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

## 8. **CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

8.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.

8.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.

- 8.1.2. 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.
- 8.1.3. 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.
- 8.2. 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.
- 8.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

- 9.1. 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.
- 9.2. 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.

## 10. 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](mailto: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).

## 11. CONTRACT

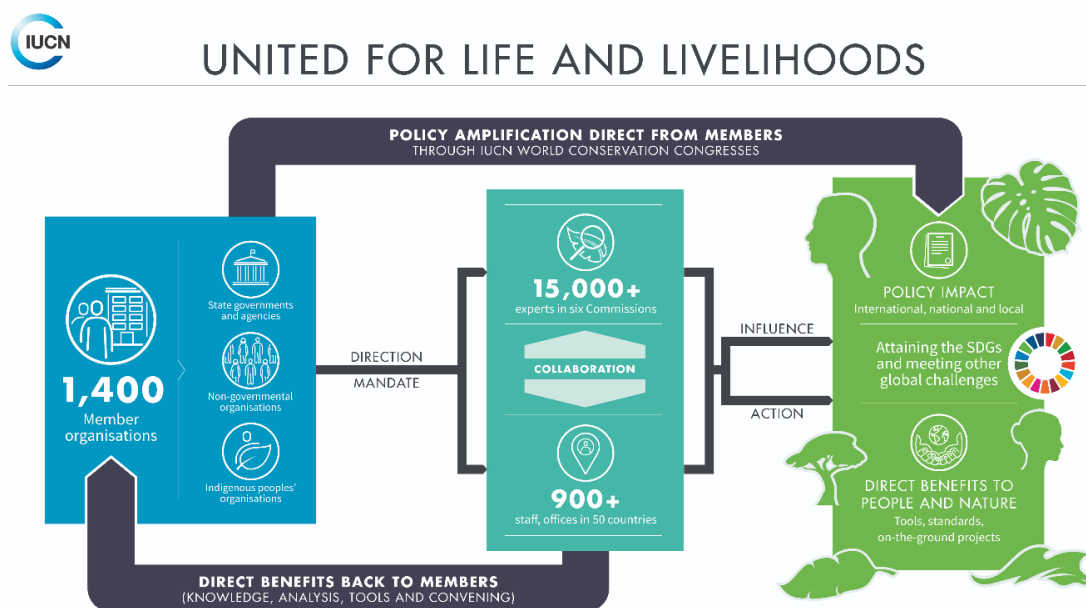
The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

## 12. ABOUT IUCN

IUCN, [International Union for Conservation of Nature and Natural Resources \("IUCN"\)<sup>1</sup>](#), 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 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<sup>2</sup>](#), 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](http://www.iucn.org)

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

<sup>1</sup> Watch our [IUCN 70th anniversary video](#).

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

### 13. ABOUT THE IUCN WORLD CONSERVATION CONGRESS

As IUCN's highest profile event, the IUCN World Conservation Congress (hereafter 'the IUCN Congress') attracts thousands of participants from across the world and is held every four years. The next IUCN Congress will be hosted by the United Arab Emirates and will take place in Abu Dhabi from 9 to 15 October 2025.

The IUCN Congress is where the world comes together to set priorities and drive conservation and sustainable development action. IUCN's 1400+ government, civil society and indigenous peoples' Member organisations vote on major issues, and decide on actions, which guide humanity's relationship with our planet for the decades ahead. IUCN's unique and inclusive membership gives the IUCN Congress a powerful mandate, as it does not simply bring together either government or non-government representatives but convenes both.

The IUCN Congress offers an unparalleled opportunity to forge partnerships within and between the public and private sectors, and to implement global conservation initiatives that further IUCN's vision of a 'just world that values and conserves nature'. The most recent IUCN Congress, held in Marseille, France, in September 2021, brought together people from all parts of the globe onsite and online to discuss, debate and decide on actions to address critical environmental and development issues.

The IUCN Congress has three main components: the Forum, the Members' Assembly and the Exhibition. After the official opening ceremony of the IUCN Congress, there is a Forum, which kicks off with a high-level segment. The Forum is 3.5 days long and sessions take place in the morning. It is open to all registered participants. The Exhibition runs over the same days as the Forum in the afternoon. The Assembly is also estimated to last 3.5 days and is attended by IUCN Members and observers. In total, the IUCN Congress lasts 7 days (not including meetings of Council and the time required for set-up and dismantling).

The general outline for the IUCN Congress can be seen in Figure 1 below.

Figure 1 – Congress preliminary programme

	D-1	D1	D2	D3	D4	D5	D6	D7	D8	
	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	
		Opening	Forum			Assembly			Council	
AM		High-level segment								
PM	Council	Exhibition								AM
		Reception	Forum closing			Closing				PM
	08-Oct	09-Oct	10-Oct	11-Oct	12-Oct	13-Oct	14-Oct	15-Oct	16-Oct	

**The Forum** - The world's largest marketplace of conservation knowledge - is a hub of public debate, bringing together people from around the world to discuss and develop solutions to the world's most pressing conservation and sustainable development challenges. The sessions address the economic, social, scientific and technical aspects of issues ranging from wildlife to oceans, protected areas to sustainable business, and climate change to human rights. The Forum traditionally includes a range of events from High-Level Dialogues, to training and capacity building sessions, as well as social events. IUCN envisages between 5,000 and 10,000 registered Congress participants onsite, and several thousand online for the Forum, including government officials, decision-makers, heads of NGOs, scientists, representatives from Indigenous peoples' organisations, sub-national governments, IUCN staff, as well as representatives from the private sector, partner organisations and foundations, and daily local visitors from the Host Country ("Participants"). For 2025, we are planning to hold some 200+ Forum events run by our Member organisations, Commissions, Partners, and by the Host Country, as well as by the IUCN Secretariat.



**The Members' Assembly** is a unique global environmental parliament where IUCN Member organisations from government and civil society organisations establish environmental policy by adopting Resolutions and Recommendations, vote on IUCN's Programme of Work and Financial Plan for the following four years, elect the IUCN President and Council, and discuss issues of strategic importance to the Union. IUCN expects up to 1,400 onsite Participants for the Members' Assembly plus several hundred online. Voting on decisions could happen onsite and/or online. Additional meetings called contact groups, for up to 30 – 80 people with up to 7 in parallel will be held virtually, including partially ahead of the Members' Assembly itself.

**The Exhibition** - In the Exhibition, IUCN Members and Commissions, businesses, partners, and academia host pavilions, booths and events. The Exhibition is open to both Congress Participants and the general public, allowing exhibitors to showcase their research, innovations and other work to the broadest Congress audience. At previous IUCN Congresses, the exhibition had between 100 to 150 small, medium and large stands. In addition, several central open presentation areas, or "Central Stages" accommodating up to 150 people are included in the Exhibition zone. Sessions are organised at the central stages and at medium and large stands by exhibitors during the opening times of the exhibition. They might be broadcasted as well if exhibitors purchase the add-on.

On the day before and the day after Congress, a private meeting of the IUCN Council is held at the venue.

The official daily schedule of the IUCN Congress is approximately from 08:00 to 21:30 during Forum days and from 07:00 to 23:00 during Assembly days ("Daily Opening Hours"), possibly even longer. Off-site events might be organised outside the official Programme. In addition, excursions will be offered by the Host Country for purchase by Participants at their leisure.

Participation in the IUCN Congress other than the Exhibition requires being registered (opening hours to the general public to be confirmed at a later stage). Registration will be handled by a separate provider through an online system (to be accessed through the IUCN Congress website). Registered participants can build their personal agenda and network with other participants.

To learn more about the last Congress, visit <https://www.iucncongress2020.org/>

### **Sustainability at IUCN Congress**

IUCN is dedicated to leading by example and committed to organising events more sustainably. The IUCN World Conservation Congresses in 2016 (Hawai'i, USA) and 2021 (Marseille, France) achieved ISO 20121-event sustainability management systems, an international recognition for efforts to minimise their environmental impacts.

To learn more about the sustainability of the previous IUCN Congresses, please visit:

[My Green IUCN Congress Guidebook | IUCN World Conservation Congress](#)

[My green Congress | IUCN World Conservation Congress 2020 \(iucncongress2020.org\)](#)

To ensure that best standard practices are aligned across IUCN events, IUCN is currently drafting a best-in-class global sustainability policy. This policy will cover travel, venue operations, catering, waste, digital waste, among other topics and will be available in Spring 2024.

## **14. ATTACHMENTS**

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking*

Attachment 3 *Contract Template*

Attachment 4 *IUCN World Conservation Congresses Sustainability Policies*

## **Attachment 1 Specification of Requirements / Terms of Reference**

RFP No. **IUCN-24-03-P04213-005**

Issued 22 April 2024

The objectives of this RFP and the expected results from the services procured are as follows:  
To secure a reputable provider with excellent references to implement the ISO 20121 Sustainable Event Management System and achieve the subsequent certification for the upcoming IUCN World Conservation Congress 2025, in accordance with IUCN standards and policies including the IUCN sustainable convenings and events sustainability policy (available in Spring 2024). The next IUCN Congress will be hosted by the Environment Agency – Abu Dhabi Government from 9 to 15 October 2025 in Abu Dhabi, United Arab Emirates.

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

a) Initial assessment:

Conduct a thorough analysis of IUCN current sustainable event management practices to identify gaps and areas requiring improvement in alignment with ISO 20121 standards.

Evaluate the environmental, social, governance and economic impacts associated with the IUCN Congress.

b) Customised sustainable event management system:

Develop a tailored sustainable event management system based on the ISO 20121 standard, taking into account the specific nature and objectives of the IUCN Congress, and coordinate the implementation of the aforementioned system amongst all the stakeholders involved.

c) Training and capacity building:

Provide comprehensive training sessions for key personnel involved in the IUCN Congress planning and execution on the principles and requirements of ISO 20121, including the creation of appropriate educational materials and resources which will also support ongoing capacity building on sustainable event management practices within IUCN.

a) Implementation support:

Offer ongoing support and guidance during the implementation phase to address any challenges and ensure the effective integration of sustainable practices at all stages of the event organisation (planning, implementation and evaluation).

Conduct regular check-ins and progress assessments to monitor the implementation process.

b) Documentation preparation:

Prepare all the necessary documentation required for ISO 20121 certification, including policies, procedures, and records.

Ensure that the documentation is in compliance with ISO 20121 standards and IUCN sustainable convenings and events sustainability policy (available in Spring 2024). Note that one IUCN focal point will be available to ensure smooth coordination of the process. This focal will be responsible for reviewing the above-mentioned documentation (to ensure alignment with IUCN requirements) but will not be in charge of its development.

c) Certification coordination:

Liaise with the selected certification body to facilitate the certification process.

Provide assistance in scheduling and preparing for the certification audit, including preparing key personnel for interviews and conducting documentation reviews.

Presence onsite from 06 to 15 October 2025 to ensure proper implementation of the sustainability standards set before the event, to facilitate the coordination amongst the stakeholders involved concerning the sustainability aspects of the event and to coordinate the onsite audit.

d) Post-Certification recommendations:

Provide post-certification recommendations for continuous improvement in sustainable event management practices.

Propose strategies for maintaining ISO 20121 certification in subsequent events.

e) Reporting and documentation:

Generate comprehensive reports at various stages of the project, including the initial assessment, implementation progress, and post-certification recommendations.

Ensure all relevant documentation is organised and readily available for audit purposes.

f) Deliverables:

Detailed assessment report highlighting areas of improvement.

Customised sustainable event management system documentation.

Completed documentation for ISO 20121 certification.

Training materials and records.

Regular progress reports during the implementation phase.

Post-certification recommendations and improvement plan.

In the context of the IUCN Congress carbon emissions offsetting management process, which is part of the aforementioned sections, IUCN underscores the following responsibilities deferred to the selected candidate:

Development of a tailored carbon emissions reduction plan for the IUCN Congress.

Pre-event estimation of the total carbon emissions associated with the organisation of the event.

Coordination with all stakeholders involved in the data collection, allowing for an accurate calculation post-event of the actual carbon emissions produced.

IUCN Congress total carbon emissions calculation management and coordination with IUCN for carbon offsetting (IUCN will select the carbon offset projects amongst the IUCN Members initiatives).

Production of a dedicated post-event report including recommendations will be requested.

This scope of work is designed to ensure a comprehensive and effective implementation of ISO 20121 for the IUCN Congress 2025. Interested candidates are requested to provide detailed methodologies and timelines in their proposals.

## **Attachment 2 Declaration of Undertaking**

RFP No. **IUCN-24-03-P04213-005**

Issued 22 April 2024

### **DECLARATION OF UNDERTAKING in relation to RfP IUCN Congress 2025 - ISO 20121 Implementation and Certification**

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 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.

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<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

## **Attachment 3 Contract Templates - Consultancy Agreement for Companies and for self-employed Individuals**

RFP No. **IUCN-24-03-P04213-005**

Issued 22 April 2024

### **Contract Templates - Consultancy Agreement for Companies**



#### **TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)**

**NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH A COMPANY (“COMPANY CONSULTANT”)**

**WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:**

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

<b>CONTRACT REFERENCE NUMBER</b>	
<b>PROJECT NUMBER</b>	
<b>AWARD NUMBER</b>	

#### **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]	[name]
[title]	[title]
[name of IUCN Programme/Office]	[address]

[address] [phone] [email]	[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](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](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](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]**

## Contract Templates - Consultancy Agreement for Self-employed Individuals



### TEMPLATE CONSULTANCY AGREEMENT (for SELF-EMPLOYED)

**NOTE: THIS TEMPLATE CONSULTANCY AGREEMENT IS TO BE USED WHEN IUCN ENTERS INTO AN AGREEMENT WITH AN INDIVIDUAL (“SELF-EMPLOYED”)**

**WHILE PREPARING THIS AGREEMENT, FIVE MAIN STEPS SHOULD BE TAKEN:**

6. READ ALL PROVISIONS;
7. FILL-OUT SECTIONS THAT APPEAR IN YELLOW HIGHLIGHT;
8. WHERE OPTIONS ARE PROVIDED PLEASE SELECT THE APPROPRIATE OPTION AND DELETE THE OTHER OPTION(S);
9. SEND TO OLA and FINANCE FOR REVIEW (SUBJECT TO THE CONTRACT REVIEW PROCEDURE)
10. SHARE WITH THE OTHER PARTY IN A CLEAN FORM AND INFORM THE OTHER PARTY THAT THIS AGREEMENT SHOULD NOT BE MODIFIED;
11. SHARE WITH OLA and FINANCE FOR SIGN-OFF (SUBJECT TO THE CONTRACT REVIEW PROCEDURE AND THE DoA POLICY)

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

### 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

[name of other party], domiciled 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:

## 16. SERVICES

1.1 The Consultant will [short description of the services] and 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 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.

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

## 17. TERM

- a. 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").

## 18. INDEPENDENT STATUS

3.5 The Consultant acknowledges that he/she is engaged as an independent contractor and shall perform under his/her sole responsibility. Nothing in this Agreement shall render the Consultant an employee, agent or partner of IUCN and the Consultant will not hold himself/herself out as such.

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

3.7 The Consultant shall not hold himself/herself out or permit himself/herself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

## 19. OBLIGATIONS

4.1 The Consultant shall carry out his/her duties in an expert and diligent manner and to the best of his ability; he/she 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, accident or a case of Force Majeure as described under clause 16.3 preventing him/her from performing the Services, the Consultant shall promptly notify IUCN in writing of such impediment.

## 20. REMUNERATION

5.7 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:

5.7.1 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;

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

5.7.3 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 contract end date whichever is later.

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

5.9 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 recupere any funds already paid for unfulfilled Services.

5.10 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]

5.11 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.

5.12 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.

## 21. 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 for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>

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.

## **22. CONSULTANT'S WARRANTIES AND UNDERTAKINGS**

7.1 The Consultant undertakes to IUCN that he/she will duly pay the tax and national insurance contributions (such as but not limited to contributions to the social security system) which are due from him/her whether in Switzerland or elsewhere in relation to the payments to be made to him/her by IUCN pursuant to this Agreement.

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

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.

## **23. CONFIDENTIALITY**

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

8.6 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.

8.7 The Consultant shall:

8.7.1 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;

8.7.2 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.

8.8 The Consultant agrees to immediately notify IUCN in writing if he/she becomes aware of any disclosure in breach of the obligations of this Article 8. The Consultant 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.

## **24. 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 his/her possession or under his/her control and relate to IUCN, its business affairs and clients and/or the Services.

## **25. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

10.1 Intellectual Property Rights (“IP Rights”) are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets.

10.2 Pre-existing IP Rights (“Pre-existing Rights”) of a Party means any rights, title and interests in and to any IP Rights 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 records and documents, whether in hard copy, electronic format or any other format existing or to be created, including but not limited to notes, memoranda, correspondence, manuscripts, analysis, datasets, drawings, artworks, images, photographs, plans, reports, software, programs, tests cases, source codes and drafts, object codes, databases, updating rules, website architecture, graphic or technical components and documentation, audio and visual materials and other tangible items made by the Consultant in the course of providing the Services (the “Results”) 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, the Results and/or the Services.

10.4 The Consultant agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Consultant hereby assigns and agrees to assign to IUCN, with full title guarantee, all IP Rights resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitation, the right to use, copy, reproduce, publish, broadcast, license, adapt, modify, make derivative products, translate in any language, communicate, sell or distribute, privately or publicly, commercially or otherwise, any item, Result or part thereof, in unlimited quantities, on any support and in any format or media known or to come, wherever in the world enforceable.

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

10.6 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.

## **26. LIABILITY AND INDEMNITY**

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant 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, including any infringement or violation, or allegations thereof, of any third party’s intellectual property rights in connection with this Agreement.

## **27. COMMUNICATION AND NOTICES**

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

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

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

## 28. 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, 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 article 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/about-iucn/accountability-and-reporting/values-policies-and-procedures>, 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 fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 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.

## 29. POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)

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/about-iucn/accountability-and-reporting/values-policies-and-procedures>

### **30. 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 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.

### **31. 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:

vi. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;

vii. defaults in carrying out any of its obligations under this Agreement;

viii. 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");

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 war, government regulations, epidemics, pandemics, natural disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, embargoes, acts of terrorism, floods, earthquakes 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 article 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.

## 32. 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.

## 33. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of IUCN, nor as conferring any privileges or immunities of IUCN to the Consultant.

### 34. GENERAL PROVISIONS

19.1 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.

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

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

19.4 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.

19.5 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.

19.6 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]**



## ***Attachment 4 IUCN World Conservation Congresses Sustainability Policies***

RFP No. **IUCN-24-03-P04213-005**

Issued 22 April 2024

IUCN obtained the ISO 20121 certification for the IUCN World Conservation Congress 2016, Hawaii, USA and the IUCN World Conservation Congress 2020, Marseille, France.

The following sustainability policies had been especially developed for both events:

IUCN World Conservation Congress 2016:

[sustainability\\_policy - my\\_green\\_congress.pdf \(iucn.org\)](#)

IUCN World Conservation Congress 2020:

[IUCN Congress 2020 Marseille Sustainability Policy](#)