

# CERTIFICATION IN ORDER TO RECEIVE THE FULL RFP DOCUMENT FOR INTRUSION/PENETRATION TESTING

To be completed and signed by the Proposer (one from each consortium partner, in the case of a consortium) in order to be considered as a Proposer for this Request for Proposal, including the annex "RFP Intrusion Testing Mar2025 attachment-2a-declaration-company".

IUCN will send you the full text of the RFP.

Please send PDF to [IntrusionRFP@iucn.org](mailto:IntrusionRFP@iucn.org)

## RFP EXECUTIVE SUMMARY

With more and more reliance on technology for managing and deploying its programs and projects, IUCN considers information security as a major enabler. In continuation to the enhancement of IT security of its architecture, IUCN wants to take effective implementation of controls by acquiring services of professional intrusion and penetration testing organizations. IUCN is therefore looking for a partner to ensure that reasonable protection is in place for general and particular threats that may exist against IUCN's Information systems and infrastructure with main tasks being:

- Test and verify the security of the systems and network so as to ensure the effectiveness of deployed security measures
- Verify the perimeter security controls
- Verify the security setup and configuration of internal IUCN's IS infrastructure. It will include the associated networks and systems with a perspective of ensuring CIA and authenticity of data and information systems.
- Verify the security associated with web applications / website that are used by IUCN

Identify and recommend policies, safeguards and other actions suited to IUCN's environment, with the aim to strengthen the level of protection of IUCN's IS infrastructure.

## CONDITIONS TO BE FULFILLED TO BECOME A PROPOSER

In order to be able to receive the full text of the above mentioned RFP, IUCN needs to verify that the Proposer has the required skills and knowledge so that we can trust them and divulge confidential information included in the document.

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## 1 CERTIFICATIONS

In order to be able to receive the full text of the above mentioned RFP, IUCN needs to verify that the Proposer has the required skills and knowledge so that we can divulge confidential information included in the document in a trusted and confidential way.

Therefore, we require the Proposer to list their currently valid certifications relevant to Intrusion/Penetration testing where existing, date of obtention, last date of renewal and expiry dates (where it applies), as well as certification authority below and send back to IUCN this completed and signed document together with a copy of the original certification documents.

We accept OSCP, OSCE, GPEN, GWAPT and/or GXPN. CEH is not considered a practical certification in our requirements.

Certification Name	
Dates (obtention, renewal, expiry)	
Certification Authority	
Certification Name	
Dates (obtention, renewal, expiry)	

Certification Authority	
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(add as many lines as required)

## 2 NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (“NDA”) effective as of March 20<sup>th</sup>, 2019 (the “Effective Date”) is entered into by and between:

**IUCN, International Union for Conservation of Nature and Natural Resources**, a quasi-governmental international organization established under the laws of Switzerland, whose registered address is Rue Mauverney 28, 1196 Gland, Switzerland (“IUCN”), and

**[Complete Company Name]**, a [type of legal entity] organised and existing under the laws of [State], with its head office at [complete address] (“Company”)

Hereafter referred jointly to as the “Parties” and individually as the “Party”

- 5.1 IUCN and [Company] desire to enter into discussions regarding “Intrusion/Penetration Testing” (the “Discussions”).
- 5.2 It is anticipated that, in the course of the Discussions, each Party may be given access to certain confidential and proprietary information of the other Party that the Parties will have to treat with confidentiality.
- 5.3 For purposes of this NDA, “Confidential Information” means any data or information that is proprietary to one party (“Disclosing Party”) and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to product plans, installed systems, IP numbers, physical locations, designs, costs, prices, names, finances, marketing plans, business opportunities, forecasts, orders, personnel, customer information, research, development, know-how, third party confidential information or any other information that should reasonably be recognized as confidential information of the Disclosing Party, which is disclosed to the other party (“Receiving Party”) in the course of their Discussions.
- 5.4 Confidential Information shall not include information or documentation that:
  - 5.4.1 Was already in the Receiving Party’s possession without obligation of confidentiality;
  - 5.4.2 Was developed by the Receiving Party independently from the Disclosing Party’s Confidential Information;
  - 5.4.3 Was lawfully obtained by the Receiving Party without restriction from a third party who was under no obligation of confidentiality;
  - 5.4.4 Was publicly available when received, or thereafter becomes publicly available through no fault of the Receiving Party; or
  - 5.4.6 Is required to be disclosed by law, regulation, a valid order of a court or other competent governmental authority, but only to the extent and for the purposes of such disclosure requirement, and provided that the Receiving Party shall use its reasonable best efforts to notify the Disclosing Party in advance of such required disclosure and to afford the Disclosing Party an opportunity to pursue any objections it may have to such law, regulation, or order.
- 5.5 Receiving Party recognises the proprietary and sensitive nature of the Disclosing Party’s Confidential Information to which it may gain access in the course of the Discussions. Receiving Party shall preserve and maintain all such Confidential Information in strict confidence and shall (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents, subcontractors or representatives (collectively “Representatives”) who have a need to know such

Confidential Information in connection with the Discussions between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and require such Representatives to keep the Confidential Information by entering into a non-disclosure agreement with the same terms as this NDA (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

- 5.6. The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
- 5.7. Upon conclusion of the Discussions and within thirty (30) days following the written request of the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party all of the latter's Confidential Information held by the Receiving Party in whatever form or, in the alternative, certify in writing the destruction of all such Confidential Information.
- 5.8. This NDA shall remain valid for the time of the Discussions. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during the Discussions shall remain in effect for a period of five (5) years from the date on which that Confidential Information was disclosed to Receiving Party.
- 5.9. The Parties expressly agree that either Party's breach of any terms of this NDA shall result in immediate, irreparable and incalculable damage to the other Party and that, in addition to any other rights and remedies, the other Party shall be entitled to preliminary and permanent injunctive relief, to be issued without bond.
- 5.10. Neither this NDA nor any benefits or any rights of either Party hereunder may be assigned, but the terms and conditions hereof shall be binding on each Party's successors and assigns and shall inure to the benefit of the other Party's successors and assigns.
- 5.11. Nothing contained in this NDA or in the Discussions or in any disclosures made hereunder will
  - 5.11.1. Constitute or be deemed to give rise to a partnership or an obligation to engage in any business relationship, contract or future dealing by and between the Parties; or
  - 5.11.2. Limit either Party's right to conduct discussions similar to the Discussions undertaken hereunder, as long as said discussions are not in breach of this NDA.
- 5.12. This NDA shall be governed by and construed under the laws of Switzerland, excluding conflict of laws provisions. Any dispute shall be resolved, in the first instance, by negotiation between the Parties, and failing that, each Party shall submit to the exclusive jurisdiction of the courts of Switzerland.
- 5.13. This NDA constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous communications, representations, agreements and understandings relating thereto. The provisions of this NDA may not be modified, amended or waived, except by a written instrument duly executed by both Parties.
- 5.14. If any provision of this NDA is held to be invalid or unenforceable, such provision shall be deemed deleted from this NDA and shall be replaced by a valid and enforceable provision which as far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this NDA shall continue in full force and effect.
- 5.15. This NDA has been executed in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.