



Request for Proposals (RfP) Congress photography and/or videography

Global Communications Unit

RfP Reference: IUCN-25-06-GCU-Congress1

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: Gabriela Allen, Programme Administrator, gabriela.allen@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
6 June 2025	Publication of the Request for Proposals
30 June 2025	Deadline for expressions of interest
30 June 2025	Deadline for submission of questions
7 July 2025	Planned publication of responses to questions
15 July 2025	Deadline for submission of Proposals to IUCN (" Submission Deadline ")
25 July 2025	Clarification of Proposals
28 July to 8 August 2025	Online Presentations of Proposals following by discussion (shortlisted proposals only)
1 September 2025	Planned date for contract award
15 September 2025	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.

	Pre-Qualification Criteria
1	3 relevant references of clients similar to IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work and that you will abide by the UAE labour and related legislation.
3	State your annual turnover for each of the past 3 years
4	How many employees does your organisation have who are qualified for this work?

4.4. *Technical Proposal*

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

The detailed description of the Requirement can be found in attachment 1 of this RfP. Proposers may submit proposals for the photography or videography elements together or may submit proposals for one element independently.

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:

Photography and/or Videography Evaluation Criteria

	Description	Information to provide	Relative weight
1	Quality of photography and/or videography	Demonstrated by relevant portfolios of work including website of the Proposer; and links to examples of relevant photo and/or video work	30
2	Experience photographing and/videoing large events including coordinating and managing a photography and/or videography team	Demonstration of experience in photography and/or videography of large events. This must include: links to portfolios from at least 3 example events	20

		descriptions of each example event including scale of the event (numbers of days, sessions per day, participants, etc.) and website links when available description of the team covering the example events (number of people on the photography or videography team, roles of each person) How the photos and/or videos will be transferred to IUCN communications in an organised and efficient manner. Please note: Over the summer, IUCN expects to set up a new digital asset management system (most likely either Photoshelter or Acquia) and the proposer must have the ability to submit all the Congress photos and videos into this system. In the unlikely event, that IUCN does not set up the new digital asset management system, the provider will be required to provide a photo or video organisation system to transfer the assets to IUN communications. Please describe what software you would use, your experience of using it and how it would enable the transfer of all photos and videos in an organised and efficient manner.	
3	Individual team member experience	Proposed photo or video team for the Congress, including: Names of individual team members, their roles, and descriptions of their relevant experience Price for a team of at minimum the number of members as described in attachment 1 of this RfP, including all costs for the service (fees, travel, accommodations, daily allowances, etc.), and proposed schedule of work during the Congress Price for each additional team member above the minimum requirements listed in attachment 1 of this RfP, including all costs mentioned above.	15
4	References	References from 3 referees familiar with the Proposer's experience relevant to photography or videography at large events	15

		(along with the referees contact details for potential follow up)	
5	Presentation of proposal during video interview		20
TOTAL			100%

Additional Services

For video proposals, please include estimated price of producing a 2-3 minute “highlights” video for screening at the Congress closing ceremony on October 15 as described in attachment 1 of this RfP.

IUCN welcomes details of additional, related services that the Proposer considers would enhance the overall visual presentation of the Congress during or after the event. Please include the additional costs of these services should IUCN choose to request them.

Please note that IUCN will not use these additional services as part of the evaluation of Proposals and will only use them in final contract negotiations with the selected Proposer.

4.5. Financial Proposal

4.5.1. The Financial Proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety. If submitting a proposal for both photography and videography please provide:

- A fixed and firm price for the provision of the photography services,
- A fixed and firm price for the provision of the videography services, and
- A fixed and firm price for the provision of both photography and videography services.

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 Swiss Francs (CHF).

4.5.5. *Breakdown of rates and prices*

Rates and Prices

The Proposer should make note of any differentiation in costs for different categories of staff it will bring to perform the requirements of this RfP.

Additional Scope – Proposer should include:

- Daily costs for adding additional staff including all travel-related costs, insurances, benefits and compensation; and
- Cost for extending service of an onsite team member for an additional day (including accommodation and per diem); and
- Cost for expanding coverage to include full coverage of each Summit at least one photographer or one videographer team in that part of the Congress throughout its opening hours; and
- For videography proposals, the cost for producing the “highlights” video mentioned in attachment 1 of this RfP.

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

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

4.8. *Withdrawals and Changes*

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

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

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

5.2. *Pre-Qualification Criteria*

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

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

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

5.3.2. *Minimum Quality Thresholds*

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

5.3.3. *Technical Score*

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

5.4. *Financial Evaluation and Financial Scores*

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

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

5.5. *Total Score*

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

The relative weights will be:

Technical:	75%
Financial:	25%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 75\% + 77 * 25\% = 81.5\%$.

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

6. **EXPLANATION OF PROCUREMENT PROCEDURE**

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

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

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
 - 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
 - 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
 - 7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
 - Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
 - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
 - Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your Proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

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

10. CONTRACT

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

11. ABOUT IUCN

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some

10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

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

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

www.iucn.org

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

12. ATTACHMENTS

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)*

Attachment 3 *Contract Template*

Attachment 1 Specification of Requirements / Terms of Reference

Summary of the Requirement

IUCN invites you to submit a Proposal for the provision of official photography and videography services for the upcoming IUCN World Conservation Congress 2025 to be held 9-15 October 2025 in Abu Dhabi, UAE. The detailed description of the Requirement can be found in attachment 1 of this RfP. Proposers may submit proposals for the photography or videography elements together or may submit proposals for one element independently.

1. OVERVIEW

IUCN is the world's largest and most diverse environmental network with over 1,400 government, non-government and indigenous peoples' organisation Members, more than 18,000 volunteer experts, and hundreds of partners in the public and private sectors. It provides public, private and non-governmental organisations with the knowledge and tools that enable nature conservation and human progress to take place together.

Every four years, IUCN convenes the World Conservation Congress, which brings governments, civil society, scientists, CEOs, local communities, educators, faith-based organizations and others together to share views, debate and act on the most pressing and often controversial global conservation issues.

The Congress will play a critical role in defining nature's role in achieving the Sustainable Development Goals and the Paris climate agreement. It comes just 1 month before the 30th UNFCCC COP in November and will be the last major opportunity for non-government stakeholders to work with governments ahead of this defining meeting.

IUCN wishes to award a consultancy contract to photography and videography teams to provide daily photo and video coverage of the Congress including priority sessions, VIP participants, interviews, event b-roll and imagery for use in digital, print and video products during and after the Congress. The Contractor(s) will need to be able to respond to requirements for daily deliverables during the Congress as well as organise files for use by IUCN, the Host Country and other contractors during and after the event. IUCN will provide guidance before and during the event to outline photo and video priorities.

The Contractor(s) will be required to work according to the detailed Terms of Reference contained in the following sections. The IUCN World Conservation Congress will be an inclusive and gender-responsive event aiming for equitable participation of women and men from diverse cultures and providing a safe and respectful environment free from harassment for all people at the event. The Contractor(s) will be held to these same standards as well as be obligated to capture the gender and global inclusiveness of the event in the photos and video footage.

Photographers must uphold high standards of professionalism in their work and interactions with IUCN and Congress participants. Photographers must be courteous, reliable and able to work under fast-paced conditions. While IUCN aims to develop daily schedules of required shots, priorities may change on short notice. IUCN will do its best to communicate these changes as much in advance as possible, but photographers must be willing and able to adapt to changing demands throughout the event.

2. BACKGROUND

The Congress will run from 9-15 October 2025 in Abu Dhabi, UAE, with an opening ceremony on the first day. The first half of the Congress includes both the Forum and Exhibition which will attract thousands of public visitors each day. These segments are open platforms to showcase the latest in conservation through a variety of different types of sessions, with a wide variety of pavilion and room types, indoor and outdoor lighting, small and large spaces and session styles and formats. Forum events are open to registered Congress participants, and the Exhibition is open to the public during some parts of the event.

The Forum and Exhibition inform the Members' Assembly, where IUCN's more than 1,400 government and civil society Member organisations spend the final three days of Congress debating and deciding a course of action for conservation issues of global and regional significance. These debates occur in plenary in one large room.

In 2025, IUCN will also host a series of summits in parallel to the Congress, including a Youth Summit, a Business Leaders' Summit, an Indigenous Peoples Summit and a Philanthropy Summit. [See Congress schedule](#).

3. SCOPE OF WORK

The Contractor(s) will document specific sessions and other events at the Congress in the Forum, Exhibition, and Members' Assembly of the event. As part of the requirement in this RfP, the Contractor(s) will also capture photos and video footage from the Summits and other official side events, but only at the same level as any other priority session of the Congress. This RfP does not require complete photography or videography coverage of these events.

IUCN will provide daily lists of specific priority sessions to cover, and the Contractor(s) may choose to cover additional sessions beyond those identified by IUCN so long as it captures the necessary priorities from IUCN. While these lists, the overall programme and timing of sessions may change, for the purposes of submitting a proposal for this RfP, the Proposer can assume:

- The Opening Ceremony will occur on 9 October
- A Forum Opening will occur on the morning of 9 October
- Five thematic plenaries will take place on October 9 following the Forum Opening
- Around 9 high-level thematic plenaries
- On each day of the Forum, up to 10 thematic sessions (learning zone, speaker pitches) will occur in parallel between 9:00 and 19:00
- Three high-level dialogues, one each day during the Forum
- Four Exhibition central stages will run sessions in parallel every day of the Congress
- The Summits will take place both on October 8 as well as on 10 and 11 October of the Forum
- The current schedule of the Congress is available online at: <https://iucncongress2025.org/congress-schedule>

Unlike the Forum where many events happen simultaneously, the Members' Assembly debates and actions happen one at a time in a large plenary. The number of required daily images from specific sessions will decrease during the Members' Assembly.

Because of the vast scope of the Congress, the Contractor(s) will not capture photos and videos from every session within the Congress. It will instead cover sessions and events as directed by IUCN as well as capture images and footage to show the atmosphere, attendees and energy of the event. The requirement does not require the Contractor(s) to cover excursions or events held outside the Congress venue or after the closing of the Members' Assembly with the exception of planned announcements that IUCN will notify the Contractor(s) of in advance.

Specific areas of focus may change between now and the Congress. IUCN will provide the Contractor(s) with specific requirements for images to capture and sessions to cover each day. IUCN will give advance notice of any changes that occur after the signing of the photography and videography contract(s).

3.1 PHOTOGRAPHY REQUIREMENTS

The Contractor will provide no fewer than four Photographers and one Photo Editor to cover the requirements in this RfP.

All edited and original images must be fully licensed to IUCN and Host Country for use and sharing in perpetuity. The Service Provider will bring all necessary equipment.

3.1.1 SPECIFIC TASKS - PHOTOGRAPHY

The Contractor will be required to conduct the following specific tasks:

- **Coordination** - Contractors will coordinate with IUCN communications staff before, during and after the Congress to identify photos required each day and to outline daily events which might provide opportunities for quality images. Contractors will liaise directly with the IUCN photographer coordinator, capture manager and IUCN Congress communications manager to arrange the daily schedule, any set photo shoots with VIPs or others and to share images as needed with the IUCN communications team.

This will include morning briefings at the venue each day of the Congress as well as other meetings before, during and after the Congress.

- **Photography** – Contractors will need to arrive to each assignment in time to set up any required equipment or to arrange any specific shoots with key subjects. Contractors will capture engaging and compelling images of each assignment according to IUCN specifications, high photographic quality standards and technical best practices.
- **Image organisation and delivery** - The photographers will need to organise and deliver images to IUCN that are ready to use (colour-corrected, straightened, cropped), that are high-quality and not duplicates. The photographers will need to share requested images with IUCN communications staff in an efficient manner when requested periodically throughout the day. At the end of each day, the photographers will have to deliver a “best of” collection of edited photos from each event that day, including a portrait of each speaker.
- **Time management** – Contractors will need to manage their time in order to meet all photography, editing and image organisation requirements including rest time, download/upload and metadata time and time to identify and supply IUCN with requested images throughout each day.
- **Advice and guidance** - Provide advice to IUCN on how to best capture the essence of the Congress in creative and compelling ways through innovative subject selection, lighting, angles and shot selection along with other creative ideas the Contractor may have.

3.1.2 EXPECTED DELIVERABLES - PHOTOGRAPHY

The contractor will be required to deliver the following results and products in close coordination with the Congress communications team:

- **Rapid-response images** - The Contractor(s) will capture select images of VIPs, including Director General and President, featured events and major announcements for use the same day as the Contractor captures the images. IUCN will provide a list of these requests in advance, but it will be the responsibility of the Contractor to ensure IUCN receives the rapid-response images in adequate time for IUCN to use them in digital outputs such as social media and daily highlights;
- **Action images** – The Contractor will capture images to document specific sessions or other events within the Congress, including VIP participants, social events, major announcements, the general ambience and excitement of the Congress, etc. IUCN will use these images both during and after the Congress in print and digital products.
- **Documentary images** – The Contractor will capture images to document the venue, sustainability efforts, IUCN staff and other “behind-the-scenes” images for use in reporting or historical purposes.

IUCN will provide daily “shooting plan” of required rapid-response and action images along with suggestions for other interesting photographic opportunities each day of the event. Because the Congress is a large and dynamic event, IUCN may amend these priorities at any time. IUCN will also provide a list of required documentary images at the beginning of the Congress that the Contractor should fulfil by the end of the event. IUCN welcomes Contractor creativity and advice for capturing additional images above the basic list of images IUCN requires in order to have a compelling and accurate photographic record of the Congress.

The Contractor will provide all images on the cloud-based system determined by IUCN as well as on a physical hard drive after the event. All final images delivered need to be edited and ready to use (colour-corrected, straightened, cropped), high-quality, no duplicates. The Contractor will be required to comply with IUCN’s organisational system for the indicated cloud-based platform. IUCN will require the contractor to participate in necessary trainings (supplied by IUCN) to use the selected cloud-based system.

3.1.3 TECHNICAL REQUIREMENTS - PHOTOGRAPHY

- High resolution JPEG for all images (at least 3MB, 300dpi, 3000 pixels wide). RAW images are not required.
- Metadata with each image including a record of the time and date, the name of the session where the photographer took the image, and the relevant Congress component, e.g. Forum, Members’ Assembly, Exhibition, Summit, etc.
- Contractor must provide all the necessary equipment to perform the tasks as described in this proposal. IUCN will provide access to adequate workspace and high-speed internet.

3.1.4 PREFERRED COMPETENCIES - PHOTOGRAPHY

Proposers must have prior professional experience photographing large events and a proven and efficient system for organising and sharing images in a timely manner. Proven experience managing fast paced and complicated shooting schedules and organising and editing images under these circumstances is required.

3.2 VIDEOGRAPHY REQUIREMENTS

The Contractor will provide a video team of three (3) mobile camera teams consisting of a camera operator and a sound technician (hereinafter referred to as "Camera Team(s)"), including three (3) sets of filming equipment and one (1) Editing Director. The purpose of the Camera Teams is to capture the event on video for use in future video productions and to provide quick delivery of short videos to supplement IUCN communications during the Congress.

IUCN will provide a creative brief and daily guidance with a list of sessions and events to cover during Congress. The team is expected to work closely with IUCN communications staff for timely use of the video footage during and after the Congress.

In addition, the Contractor will provide two (2) video editing teams (hereinafter referred to as Editing Teams) to edit the material provided by the Camera Teams. The Contractor will provide a coordination manager to coordinate the video and editing teams from October 8 to 15 2025.

All finished videos and raw video footage must be fully licensed to IUCN and Host Country for use and sharing in perpetuity. The Service Provider will bring all necessary equipment.

3.2.1 SPECIFIC TASKS - VIDEOGRAPHY

The Contractor will be required to conduct the following specific tasks:

- **Coordination** - Contractors will coordinate with IUCN communications staff before, during and after the Congress to identify video footage required each day and to outline daily events which might provide opportunities for quality footage. Contractors will liaise directly with the IUCN videographer coordinator, capture manager, on-site video director and IUCN Congress communications manager to arrange the daily schedule, any set video shoots with VIPs or others and to share footage as needed with the IUCN communications team. This will include morning briefings at the venue each day of the Congress as well as other meetings before, during and after the Congress.
- **Videography** – Contractors will need to arrive to each assignment in time to set up any required equipment or to arrange any specific shoots with key subjects. Contractors will capture engaging and compelling footage of each assignment according to IUCN specifications, high videography quality standards and technical best practices.
- **Footage organisation** - Contractors will need to organise video clips in a way IUCN can review and select specific footage in an efficient manner. The Contractors will need to be able to share requested clips with IUCN communications staff in an efficient manner when requested periodically throughout the day and at the end of each day.
- **Time management** – Contractors will need to manage their time in order to meet all videography, editing and clip organisation requirements including rest time, download/upload and metadata time and time to identify and supply IUCN with requested clips throughout each day.
- **Advice and guidance** - Contractors will provide advice to IUCN on how to best capture the essence of the Congress in creative and compelling ways through innovative b-roll, lighting, angles and shot selection along with other creative ideas the Contractor may have.

3.2.2 EXPECTED DELIVERABLES - VIDEOGRAPHY

The contractor will be required to deliver the following results and products in close coordination with the Congress communications team:

- **Rapid-response clips** - The Contractor(s) will capture select video clips of VIPs, featured events and major announcements for use the same day as the Contractor captures the footage. IUCN will provide a list of these requests in advance, but it will be the responsibility of the Contractor to ensure IUCN receives the rapid-response clips in adequate time for IUCN to use them in digital outputs such as social

media and daily highlights;

- **Action clips** – The Contractor(s) will capture video footage to document specific sessions or other events within the Congress, including VIP speeches, social events, major announcements, the general ambience and excitement of the Congress, etc. IUCN will use this footage both during and after the Congress in multimedia features for web distribution, short videos on specific topics and in the Congress outcomes and About the Congress videos that IUCN will produce after the event.
- **Interviews** - The Contractor(s) will capture interviews with key VIPs or other participants as directed by IUCN. IUCN will provide a list of desired interviewees and questions for the interviews. In most cases, IUCN will arrange the interview with the VIP and will conduct the interviews. On occasion, the Contractor will arrange and/or conduct interviews using the questions provided by IUCN to take advantage of opportunities as they arise.
- **Event b-roll footage** – The Contractor(s) will capture video footage to capture the magnitude, anticipation, behind-the-scenes efforts and additional footage to dramatize the event in the Congress outcomes and About the Congress videos that IUCN will produce after the event. Examples of this footage could include time lapse footage of setting up a space or participants entering the venue, journalists preparing for an interview, Members preparing to vote in the Members' Assembly, handshakes and other greetings, interpreters at work, lights coming on in a plenary room, art or other exhibits, etc.

IUCN will provide daily "shooting plan" of required rapid-response, action and interviews along with suggestions for other interesting video opportunities each day of the event. Because the Congress is a large and dynamic event, IUCN may amend these priorities at any time. IUCN will also provide a list of required event b-roll footage at the beginning of the Congress that the Contractor should fulfil by the end of the event. IUCN welcomes Contractor creativity and advice for capturing additional footage, especially related to b-roll, above the basic list of images IUCN requires in order to have a compelling and accurate video record of the Congress. IUCN will also provide a director at the Congress who will work directly with the Contractor to ensure the Contractor captures footage in line with IUCN's vision for the final Congress outcomes and About the Congress videos.

The Contractor will provide all images on the cloud-based system determined by IUCN as well as on a physical hard drive after the event. The Contractor will be required to comply with IUCN's organisational system for the indicated cloud-based platform, so that IUCN can review and select specific images in an efficient manner. IUCN will require the contractor to participate in necessary trainings (supplied by IUCN) to use the selected cloud-based system.

3.2.3 TECHNICAL REQUIREMENTS - VIDEOGRAPHY

- Camera specs: Camera Type - Sony FS7 (or similar chip size); Lenses: CF or PL mount wide zoom and telephoto zoom, (WA to open to f2.8 or larger.) 50MM f1.8 in with one kit please. Proper mics and soundboard connections to ensure clear, undistorted audio;
- Shooting format: .MXF files, Shoot in 4K, 25p with a 709 curve burnt into the footage;
- Ability to create on-demand clips for sharing with IUCN during the event and after the Congress. Format should be Windows accessible, prores .mov, 25p, 1080 or at minimum h264, MP4, 25p 1080;
- Provide specific video footage to IUCN communications team immediately following priority events as determined in morning briefing meetings and upon request; This could require basic editing to extract the relevant footage and to apply basic but professional graphics, e.g. Congress and IUCN logos, name and title of speaker, etc.;
- Metadata with each video clip including a record of the time and date, the name of the session where the videographer took the image, and the relevant Congress component, e.g. Forum, Members' Assembly, Exhibition, Nature Generation Area;
- Contractor must be able to conduct interviews in English, experience working with high-level interview subjects preferred;
- After Congress, all videos shall be provided to IUCN on an external hard drive in professional quality .MP4 or similarly accessible format. Videos shall be organised as per the searchable library (time and

date, names, titles, etc.). The Contractor must provide two duplicate hard drives with all footage from the event organised for use by IUCN. The Contractor will deliver one hard drive to IUCN and one to the video production contractors by October 16;

- Contractor must provide all the necessary equipment to perform the tasks as described in this proposal. IUCN will provide access to adequate workspace and high-speed internet.

3.2.4 PREFERRED COMPETENCIES - VIDEOGRAPHY

Proposers must have prior professional experience with videography for large events and a proven and efficient system for organising and sharing video clips in a timely manner. Proven experience managing fast-paced and complicated shooting schedules and organising and editing clips under these circumstances is required.

3.3 DURATION OF THE ASSIGNMENT

The duration of the reporting assignment is estimated at 8 shooting days, over the period from October 8 to 15. The assignment also includes up to 2 working days for meetings with the Congress Communications Team and other stakeholders to discuss specific editorial assignments and to complete the editing and organising of final deliverables.

3.4 TRAVEL TO AND FROM ABU DHABI

All related travel, lodging and subsistence costs to, from and during the stay in Abu Dhabi will be covered by the project as described in section 4.2 of this document.

3.5 LANGUAGE

English will be the working language during the consultation meetings. IUCN will be able to provide some instructions in French or Spanish, but Contractors should have a working understanding of English as it will not always be possible for IUCN to provide instructions or updates in other languages.

3.6 ADDITIONAL SERVICES

3.6.1 HIGHLIGHTS VIDEO

For video proposals, please include estimated price of producing a 2-3 minute “highlights” video for screening at the Congress closing ceremony on October 15. The video will use footage from the event as per IUCN guidance to capture the energy and emotion of the Congress. It will include footage of VIPs, featured events and activities from the Forum, Exhibition, Members’ Assembly as well as footage from the official Summits and side events and b-roll to help capture the spirit of the event. The video should include a music track and limited on-screen graphics such as the Congress logo, subtitles in English/French/Spanish as required and any text as scripted and directed by IUCN.

3.6.2 OTHER ADDITIONAL SERVICES

IUCN will consider additional, related services offered by the Proposer that would enhance the overall quality and impact of the photography and videography at IUCN's discretion upon receipt of Proposals.

Attachment 2: DECLARATION OF UNDERTAKING in relation to RfP IUCN-25-06-GCU-Congress1

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.
-

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >



Attachment 3 Contract Template

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

CONSULTANCY AGREEMENT (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international organization with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “**IUCN**”) represented by [insert name and title of the signatory],

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;

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 In certain jurisdictions, IUCN enjoys privileges and immunities which may include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. In these cases, IUCN shall not be liable for the payment of such sales taxes.]

3.5 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 article 15.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of such 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") 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 recover 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 Should the Services not be completed at the Expiration Date or termination date of this Agreement, unused and/or unexpended funds must be returned to IUCN within thirty (30) days following either of such dates, as applicable.

6. TRAVEL EXPENSES – NOT APPLICABLE

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 article 8. It shall be responsible for any breach of these obligations by its employees, subcontractors or other service providers. The Consultant will take all steps necessary to prevent further disclosure.

9. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

9.1 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.

9.2 Pre-existing IP Rights (Pre-existing Rights") of a Party means any rights, title and interests in and to any IP 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.

9.3 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.

9.4 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.

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

9.6 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.

10. LIABILITY AND INDEMNITY

10.1 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.

10.2 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.

11. COMMUNICATION AND NOTICES

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

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

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

12. ETHICS, FRAUD AND CORRUPTION

12.1 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.

12.2 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.

12.3 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 11.1 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.

12.4 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 and Anti-corruption 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.

12.5 The Consultant shall comply with the Whistleblowing and Anti-Retaliation Policy available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which, by signing this Agreement, the Contractor confirms it has reviewed and accepted, according to which the Consultant shall report to IUCN in good faith any Concerns (as defined in the Policy).

12.6 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 actual or suspected unethical behaviour, fraud or corruption, retaliation, violation of applicable national and/or international laws, contractual obligations and/or relevant IUCN's policies and procedures. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with article 15 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.

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

13.1 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.

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

14. PROCESSING OF PERSONAL DATA

14.1 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.

14.2 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 to access his/her 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>).

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. TERMINATION

15.1 Termination for cause

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

- i. The Consultant has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
 - ii. IUCN is not satisfied with the Services delivered by the Consultant;
 - iii. The Consultant defaults in carrying out any of its obligations under this Agreement;
 - iv. The Consultant 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 and Anti-corruption Policy (hereafter referred to as a "Fraud");
 - v. The Consultant enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
 - vi. The Consultant ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.
- 15.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

15.2 Termination for lack of Donor funds – Not applicable

15.3 Termination for force majeure

15.3.1 The performance of this Agreement by either Party is subject to 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.

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

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

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

15.4 Effects of Termination

In the event of termination, 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:

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

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

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

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

16. APPLICABLE LAW AND DISPUTE RESOLUTION

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

16.2 The Parties to this Agreement shall make every effort to resolve through dialogue any disputes arising from the performance, interpretation and implementation of this Agreement.

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

17. 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 or its personnel.

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

Annex 1: IUCN Request for Proposal

Annex 2: Contractor Proposal in response to RFP