



Request for Proposals (RfP)

Title: Design and Implementation of Community Engagement, Knowledge Management System, and Communication Strategy for the JILMI Project.

IUCN ROWA, JILMI Project, Water and Climate Change Programme

RfP Reference: IUCN- 26-04-P03240-02

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 the 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: **Radwan Alqudah, Regional Procurement Specialist**
Email address : procurement.rowa@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
16 th April 2026	Publication of the Request for Proposals
20 th April 2026	Deadline for expressions of interest
22 nd April 2026	Deadline for submission of questions
26 th April 2026	Planned publication of responses to questions
3 rd May 2026 (Jordan Time Zone)	Deadline for submission of Proposals to IUCN ("Submission Deadline")
TBD	Clarification of Proposals
TBD	Interviews and presentations
TBD	Planned date for contract award
TBD	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's 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.

No.	Pre-Qualification Criteria	Verifications means
1	Relevant references of clients similar to IUCN / similar work: the bidder must demonstrate a minimum of three (3) completed assignments of a similar nature and complexity in at least one of the following areas: (i) Knowledge Management systems / digital platforms, (ii) Community engagement and stakeholder consultation, (iii) Communication strategy development.	Three reference letters including client name, description of works, duration, and contact details. <u>Or</u> List of client's sufficient contact details for reference check
2	Confirm that the bidder has all the necessary legal registrations to perform the work	Valid registration certificate or equivalent legal documentation.
3	The bidder must demonstrate adequate financial capacity, with annual turnover over the past three (3) years sufficient to deliver the assignment	Audited financial statements.
4	Tax registration and clearance, or registration in the national invoicing system (For Firms)	Tax clearance, tax registration, or National Invoicing system registration

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 regard to each of the following criteria and their relative importance:

No.	Description	Information to provide	Relative weight
1	Understanding of Assignment & Clarity	Demonstrates a clear and comprehensive understanding of. • Climate change adaptation context in Jordan. • Ecosystem-based Adaptation (EbA) and ILWRM approaches. • Interlinkages between Community Engagement, KM, and Communication components. • Awareness of stakeholder complexity and institutional context.	(5%)
2	Technical Approach & Methodology	Quality, coherence, and feasibility of the proposed methodology across: <u>A. Community Engagement Approach:</u> • Structured, inclusive, and gender-responsive approach. • Stakeholder engagement modalities. • Expectation management and risk mitigation. <u>B. Knowledge Management system (design and approach):</u> Strengths and feasibility of the proposed KM system, including: • System architecture and functionality • User-centered design and accessibility • Knowledge taxonomy, workflows, and governance. • Design approach. • Scalability, sustainability, maintenance, and integration with project components. <u>C. Communication Strategy Approach:</u> • Audience segmentation and messaging clarity. • Alignment with climate adaptation and EbA. • Outreach, dissemination, and visibility approach. <u>D. Integration Across Components:</u> • Clear articulation of how engagement feeds KM. • Approaches and design modality. • How KM supports communication. • Overall coherence and integration.	(45%)
3	Work Plan & Implementation Schedule	• Realistic and detailed timeline (8 months). • Logical sequencing and overlap of components. • Clear deliverables mapping and timeline. • Allocation of responsibilities across the team.	(10%)
4	Team Composition & Expertise	Include the required experts, where the assessment is based on: • Relevance of qualifications and experience to ToR requirements • Complementarity of team structure. • Clarity of roles and level of effort.	(30%)

		• Demonstrated experience in similar assignments (climate, KM, engagement, communication). Note : CVs max. 4 pages per expert	
5	Track Record & References	• Quality and relevance of past assignments. • Demonstrated results and impact. • Experience in climate, environment, KM systems, or stakeholder engagement, or communications. • Client references and performance.	(10%)
TOTAL			100%

4.5. Financial Proposal

- The Financial Proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.1. Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, 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.

4.5.2. Applicable Goods and Services Taxes

Proposal rates and prices shall include Value Added Tax.

4.5.3. Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in [JoD].

4.5.4. Breakdown of rates and prices

For information only, the price needs to be broken down as follows:

	Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				
5				
6				
	TOTAL			

- 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:	80%
Financial:	20%

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

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

6. EXPLANATION OF PROCUREMENT PROCEDURE

6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.

6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.

6.3. All Proposals must be received by the submission deadline in Section 3.1 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 *Terms of Reference*

Attachment 2 *Declaration of Undertaking ([2a for companies](#))*

Attachment 3 *Contract Template*

DECLARATION OF UNDERTAKING in relation to RfP <insert RfP reference>

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>

SERVICE AGREEMENT Template (the “Agreement”)

between

IUCN, International Union for Conservation of Nature and Natural Resources, an international organisation 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 “Service Provider”)

IUCN and the Service Provider 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 services, goods, skills and abilities of the Service Provider with the aim of providing IUCN with assistance and support in [describe the services and/or the goods and/or the activities for which support is expected from Service Provider].

[OPTION 2] **Whereas** IUCN wishes to benefit from certain services, goods, skills and abilities of the Service Provider with the aim of providing IUCN with assistance and support in [describe the services and/or the goods and/or the activities for which support is expected from Service Provider].

Whereas the Service Provider has represented to IUCN that it has the required expertise and experience to deliver;

Now therefore the Parties agree as follows:

1. PURPOSE AND SERVICES

1.1 The purpose of this Agreement is for the provision of [brief description of the goods and/or services].

1.2 The Service Provider shall provide goods and/or services no later than the agreed deadline(s) as set out in the terms of reference attached as Annex 1 (the “Services”).

1.3 The Service Provider must ensure that the Services match the description of the Services, and the Service Levels as specified in Annex 1.

1.4 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 Service Provider agrees to allow IUCN and/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 shall provide the Service Provider reasonable prior written notice.

1.5 The Service Provider will impose the obligations to which it is subject under this Agreement on its employees, or any third parties to be engaged by it, including on the employees of such third parties if applicable.

1.6 In case the Service Provider fails to carry out the tasks and to deliver or produce the deliverables according to the terms of reference, IUCN reserves the right to delegate the tasks or parts thereof to another party and reallocate payments accordingly, without prejudice to the right of IUCN to dissolve this Agreement.

1.1 In the case of illness or accident or a case of Force Majeure as described under Article 16.3 preventing the Service Provider from performing the Services, the Service Provider shall promptly notify IUCN in writing of such impediment.

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

1.3 The Service Provider shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Service Provider 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 Service Provider shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. SERVICE PROVIDER OBLIGATIONS

4.1. The Service Provider 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 Service Provider shall:

4.2.1. provide the Services in accordance with the terms of this Agreement.

4.2.2. independently perform and/or provide the Services no later than the agreed deadline(s) as set out in Annex 1;

4.2.3. notify IUCN immediately of any events which may affect the Service Provider's ability to provide the Services, or, in the event that, for whatever reason, it is unable to carry out or complete the Services according to the stipulated deadline so that alternative arrangements may be made by IUCN;

4.2.4. 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.

4.2.5. give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

4.2.6. provide the Services to a professional standard similar to the standards generally observed in the industry for similar services, and cooperate with employees of IUCN and other third parties (subject to the explicit prior written approval of IUCN) where this is necessary for the provision of the Services;

4.2.7. adhere to the time schedule in accordance with this Agreement or changes to the time schedule that have been mutually agreed upon;

4.2.8. ascertain that when accepting a specific assignment covered by this Agreement it will provide the required competences and have adequately qualified, experienced and capable persons available as required to execute and complete the Services;

4.2.9. provide the Services through its employees and/or, pursuant to a proposal of the Service Provider.

- 4.2.10. fully acquaint itself with all matters related to the performance of its obligations pursuant to this Agreement. This includes full compliance with all applicable laws and regulations, including relating to quality, safety and health of the country where the Services will be provided, including any applicable export control regulations;
 - 4.2.11. provide the Services based on original work and not to infringe any intellectual property of a third party which the Service Provider re-supplies to IUCN if requested by IUCN; and
 - 4.2.12. refrain from wilful misconduct or deliberate recklessness that could directly or indirectly damage IUCN, or the Project;
- 4.3. Without prejudice to Article 4.2, if goods are being supplied under this Agreement or as part of the Services, the Service Provider shall:
- 4.3.1. bears the risk in the goods until delivered to the delivery point as specified in [Annex 1] and upon IUCN's acceptance. Title in the goods will pass to the IUCN upon IUCN's acceptance of the goods;
 - 4.3.2. ensure that the goods being supplied are without encumbrance;
 - 4.3.3. deliver the goods to the delivery point as specified by IUCN on or before the delivery date;
 - 4.3.4. provide IUCN with necessary instructions, information, or data with respect to the goods delivered;
 - 4.3.5. procure the relevant insurance to cover the goods in transit;
 - 4.3.6. if applicable, install the goods on or before the installation date as specified in [Annex 1].

5. REMUNERATION

- 5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Service Provider 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 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 1. 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 the Services or after the Agreement's Expiration Date, whichever is later.

5.2 The Service Provider 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 Service Provider's bank account (to be opened in the name of the Service Provider in the place where Service Provider 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 Service Provider shall bear bank charges for international wire-transfers (namely from the Service Provider'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 N/A

7. DELIVERY, INSPECTION AND COMPLETION

7.1 Delivery will occur as per the delivery date and the delivery point specified by IUCN in accordance with in [Annex 1].

7.2 IUCN has the right to inspect whether the received Services meet its requirements. If the delivery inspection concludes that the delivery complies with IUCN requirements, IUCN will accept the Services. Otherwise, IUCN has the right to reject the Services, and all costs shall be borne by the Service Provider. Such acceptance or non-acceptance of the Services shall be communicated in writing. If IUCN identifies default(s) in any part of the Services prior to acceptance, the Service Provider shall use its best efforts to correct such omissions as agreed between the Parties, following receipt of notice thereof without additional costs and expenses.

7.3 If the Service Provider fails to deliver the Services or if any default(s) discovered before acceptance cannot be cured within the specified timeframe under Article 0, IUCN may at its sole discretion:

7.3.1 retain the Services with rights as set forth in the Agreement and pay the Service Provider the Remuneration for all outstanding payments as agreed upon by the Parties for which IUCN has accepted;

7.3.2 reject the Services or part thereof and request reimbursement of the corresponding Remuneration paid by IUCN; or

7.3.3 terminate this Agreement immediately for cause pursuant to Article 16.1.

7.4 In the event that the Services rendered include goods purchased for IUCN, IUCN has the right to inspect whether the received goods meet with the laid-out specifications and its requirements. If the delivery inspection concludes that the delivery complies with IUCN requirements, IUCN will accept the goods. Otherwise, IUCN has the right to reject the goods, and all costs shall be borne by the Service Provider. Such acceptance or non-acceptance of goods shall be communicated in writing.

8. SERVICE PROVIDER'S WARRANTIES AND UNDERTAKINGS

8.1 The Service Provider warrants that the Services will:

8.1.1 reasonably comply with the requirements specified in the Agreement or the specifications for such products;

8.1.2 be of good quality and at least meet the standards generally observed in the industry for the provision of similar Services;

8.1.3 be suitable and fit for the intended purposes;

8.1.4 be free from defects in materials, manufacture and workmanship;

8.1.5 conform to any applicable industry or professional standards;

8.1.6 conform to the specifications and any technical specifications provided by the Service Provider;

8.1.7 be installed correctly, if the Service Provider is responsible for installation;

8.1.8 throughout the warranty period (if any), be rectified at the Service Provider's expenses.

8.2 The Service Provider warrants that it will at all times comply with the requirements of all applicable laws, including any directive, order, regulation, guideline or other similar instrument issued by any competent regulatory authority.

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

- 8.4 The Service Provider warrants that it has the licenses and approvals necessary to provide the Services hereunder and the Services will be performed in accordance with the industry standards with reasonable care in a diligent and competent manner.
- 8.5 The Service Provider 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).
- 8.6 The Service Provider shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Service Provider to provide a certificate of insurance evidencing such coverage.
- 8.7 The Service Provider 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.
- 8.8 Upon IUCN's notification of a defect, the Service Provider will, upon IUCN's choice, modify or replace (the relevant part of) the Services so as to correct the notified defects at its own expense.
- 8.9 If the Service Provider is not capable of providing acceptable Services within the set deadline, IUCN reserves the right to terminate the Agreement and/or claim immediate refund of payment, or any instalment(s) paid, and/or cancels the order.

9. CONFIDENTIALITY

- 9.1 The Service Provider 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 Service Provider's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Service Provider 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.
- 9.2 The Service Provider 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 Service Provider by obligations no less stringent as the ones mentioned in this Agreement.
- 9.3 The Service Provider shall:
- 9.3.1 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;

9.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Service Provider 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 Service Provider by obligations no less stringent as the ones mentioned in this Agreement.

9.4 The Service Provider agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this Article 8.9. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Service Provider will take all steps necessary to prevent further disclosure.

10. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

10.1 Intellectual Property rights ("IP Rights") are any and all rights and prerogatives, registered or not, rising 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 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 Service Provider hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider agrees that all IP Rights pertaining to the Services and Results produced under this Agreement shall vest in IUCN and the Service Provider 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 Service Provider 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.

10.6 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.

11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Service Provider, 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 Service Provider agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Service Provider's actions or omissions in rendering the Services or the breach of any of the Service Provider'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.

12. COMMUNICATION AND NOTICES

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

1	IUCN Contact Person	2	Service Provider Contact Person
3	[name]	10	[name]
4	[title]	11	[title]
5	[name of IUCN Programme/Office]	12	[address]
6	[address]	13	[phone]
7	[phone]	14	[email]
8	[email]	15	
9			

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 Service Provider 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://iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Service Provider confirms it has reviewed and accepted.

13.2 The Service Provider 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 Service Provider 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 Service Provider becomes aware of facts which constitute or may give rise to a conflict of interest, the Service Provider shall promptly inform the IUCN Contact Person in Article 12.1 in writing, without delay. The Service Provider 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 Service Provider shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Service Provider shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at <https://iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>, which by signing this Agreement, the Service Provider confirms it has reviewed and accepted.

13.5 The Service Provider 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 Service Provider confirms it has reviewed and accepted, according to which the Service Provider shall report to IUCN in good faith any Concerns (as defined in the Policy).

13.6 The Service Provider 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 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.

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

14.1 IUCN recommends the Service Provider 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 Service Provider will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at <https://iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedures>.

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

15.6 The Service Provider 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:

- i. The Service Provider 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 Service Provider;
- iii. The Service Provider 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. The Service Provider enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. The Service Provider 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 Service Provider has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Service Provider 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 Service Provider 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 Service Provider any outstanding Remuneration in respect of Services provided by the Service Provider up until the effective date of termination, it being understood that the total amount payable by IUCN to the Service Provider shall not exceed the Remuneration stated in Article 5 of the Agreement. The Service Provider 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 Service Provider 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 Service Provider's field of specialization.

18.4 This Agreement is personal to IUCN and the Service Provider, 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.

18.7 This Agreement has been executed in the English language, which will be the working language. All Documents, correspondence, reports, technical data, certificates exchanged between Parties to the Agreement should be in English.

18.8 The legal relationship of IUCN and the Service Provider to each other under this Agreement shall be that of independent contractors and nothing in this Agreement shall be deemed in any way to create a partnership, an employee-employer relationship, an agency or

joint venture between IUCN and the Service Provider. Neither Party shall have any power or authority to bind or commit the other.

18.9 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 Service Provider or its personnel.

18.10 This Agreement is made up of the following documents, in order of precedence:

- 18.10.1 This agreement proper
- 18.10.2 Annex 1: Terms of Reference
- 18.10.3 Annex 2:
- 18.10.4 Annex 3:

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:

