



ANNEX I

REQUEST FOR PROPOSAL

International Humanitarian Law (IHL)/Law of Armed Conflict (LoAC) Behavioural Change Communication Campaign – Ukraine 2024/25

1. PROJECT BACKGROUND:

As of early 2024, Geneva Call (GC) has conducted two studies examining the perceptions and attitudes of weapon bearers towards international humanitarian law (IHL). Over several months, GC carried out more than 500 interviews with combatants from newly integrated units, some of whom had just returned from the battlefield. These studies provided unique insights into the attitudes and perceptions of weapon bearers during an active international armed conflict.

To ensure IHL compliance, it is crucial for combatants to understand the limits set by the laws of war. Geneva Call addresses this through awareness and knowledge-sharing initiatives. Additionally, GC works on a policy level to integrate IHL into combatants' doctrine, training, and operations, advocating for codes of conduct and Unilateral Declarations. This approach assumes that incorporating IHL into internal rules, policies, and training will ensure compliance. However, emotional and irrational factors can impact adherence to these laws. Knowing the law is not enough for compliance; internalizing norms is essential. This involves calculations, peer pressure, and embedding norms into a fighter's identity. Emotional and cultural values often outweigh legal knowledge, with the belief that certain actions are dishonorable strongly influencing adherence to IHL.

In response to these findings, GC piloted an SBCC strategy in its communication activities from 2022 to 2023. GC's unique approach aims to motivate combatants to learn and follow the laws of armed conflict. As the law that regulates the conduct of war, decisions related to the implementation of LoAC are made during times of fear, confusion, and violence. Addressing the underlying emotions related to complying with LoAC can incentivize combatants to maintain IHL-compliant behaviors even in extreme violence. Therefore, GC's program strategy includes IHL dissemination activities harnessing influencing factors such as pride, dignity, and a sense of right and wrong to resonate with the emotional drivers behind IHL compliance. The goal of the campaign is to present IHL knowledge in a way that promotes norms of restraint and mobilizes combatants to limit violence.

The study's findings have shaped and adapted GC's programming and tools in Ukraine, focusing on two main strategies for improving IHL compliance: knowledge and integration, and behavior change and socialization. The main products piloted are a communications campaign "Code of Warrior of Light" (CWL) as well as an online e-learning platform and web application serving as digital tools for IHL promotion. Below are sample previous campaigns and products:

"Code of Warrior of Light" (CWL) Campaign:

The linked BCC campaign uses a peer-to-peer communication strategy, utilizing military personnel to clarify core IHL principles. The project explains IHL from the perspective of active military members who have faced IHL-related decisions in combat.

"Code of Warriors of Light" is available on several resources:

- YouTube: [Warriors Of Light](https://www.youtube.com/@Warriors_Of_Light) (https://www.youtube.com/@Warriors_Of_Light)
- Instagram: [Warriors Of Light Code](https://www.instagram.com/warriors_of_light_code/?hl=uk) (https://www.instagram.com/warriors_of_light_code/?hl=uk)
- Facebook: [Warriors Of Light Code](http://facebook.com/Warriors.Of.Light.Code) (<http://facebook.com/Warriors.Of.Light.Code>)
- TikTok: [Warriors Of Light Code](http://www.tiktok.com/@warriors_of_light_code) (www.tiktok.com/@warriors_of_light_code)



E-learning Platform "Law of Armed Conflict":

The e-learning platform, created in the CWL brand identity, includes learning courses, tests, videos, and theory on IHL, along with interactive modules. The courses are tailored to different levels of military personnel in the armed forces structure (soldier level and officer level). The current version of the platform is available in both English and Ukrainian. The Ukrainian version is more contextualized to the armed conflict in Ukraine, while the English version is more globalized.

- [E-learning Platform \(https://learning.armedconflict.law/\)](https://learning.armedconflict.law/)
- [Landing Page \(https://www.armedconflict.law/\)](https://www.armedconflict.law/)
- [Knowledge-Testing Application \(Gamified\) \(https://app.armedconflict.law/\)](https://app.armedconflict.law/)

As part of its 2024 Ukraine Programme Strategy, GC will continue to promote innovative approaches to IHL education, dissemination, and training. The overall recommendations from the baseline were for Geneva Call to harness lessons and build upon existing experience while also investing in exploring new methods and technologies around influencing behavior towards IHL compliance.

To build on the existing initiatives, GC wishes to contract a service provider to design and carry out an awareness-raising campaign and develop visibility/awareness products (publications, videos, visibility materials, etc.) to maximize outreach and promote public awareness.

2. SCOPE OF WORK:

As part of its 2024 Ukraine Programme Strategy, Geneva Call is seeking to strengthen its innovation pillar. To that end, it is seeking a suitable communication agency to co-create communication tools and improve its overall approach to IHL dissemination.

GC aims to identify one creative communication agency to either enhance its existing communication campaign or pilot new innovative ways of disseminating IHL. The communication activities must be able to present technically dense information in a way that facilitates acceptance and trust in IHL's power to protect civilians in an armed conflict. The selected service provider will be responsible for developing consistent branding messaging and core values across media engagement services.

GC invites proposals from agencies with expertise in creative and communication strategy building, multimedia production, and awareness-raising campaigns to develop full-cycle communication projects that engage and educate on IHL.

The partnership which Geneva Call is looking to step into will have the following primary objectives:

Activity 1: Design, produce, and disseminate an innovative and context-based strategy and concept for a communication campaign, combining online and offline elements.

- Develop the overall concept of a promotion campaign for the period from July 2024 to March 2025.
- Offer innovative communication solutions for hard-to-reach and skeptical military audiences via digital tools.
- Suggest offline tools to improve both brand awareness and reach combatants.
- Suggest ways of reaching close-to-frontline combatants who may have poor connections to the internet and low trust in IHL.
- Offer a continued plan for digital promotion of current social media channels.

Activity 2: Advise on a communication strategy to gradually scale the brand campaign in Ukraine and globally.

- Develop cautious communication tactics on attaching GC to the existing CWL brand.



- Offer a rationale for an updated brand identity (style, messages) to possibly promote CWL products abroad in 2025 in countries affected by armed conflicts, taking into account various mentalities, cultures, and traditions.

Planned activities under the joint project include:

1. Strategy development.
2. Creative content development: Creation of compelling messages and materials (e.g., videos, infographics, social media content, print materials) that resonate with the target audiences.
3. BCC implementation and execution.
4. Support in monitoring.
5. Engagement and liaison with internal GC staff (Head of Programme, Communications Coordinator).

Where appropriate, the selected service provider may be required to support GC in engaging with relevant stakeholders and partners to amplify campaign reach.

The winning bid will include ideas to both build on GC's existing efforts and trial new communication pathways. The precise content and structure of the full set of activities, campaigns, and communication tools can be proposed by the applying service provider and will be determined in collaboration with Geneva Call's Ukraine team.

3. PROPOSAL GUIDELINES:

Interested agencies and organizations are invited to submit comprehensive proposals that align with the objectives previously outlined. It is imperative that submitting organizations possess proven experience in developing behavioral change campaigns, including multimedia, particularly within the realms of humanitarian or conflict-related contexts with a strong preference for experience in Ukraine. Notably, GC's primary target demographic comprises combatants.

Proposals must be meticulously structured into two distinct sections and submitted accordingly: a technical proposal and a financial proposal. Submissions should also include links to prior work and projects that demonstrate relevant experience, a comprehensive list of references to support the submission, completed with a proof of registration

For clarity on submission requirements, please refer to sections 3.A and 3.B of the document. Sections 4 - 10 are provided solely for reference to ensure full transparency in GC's decision-making process and the critical aspects of Geneva Call's contracting stipulations. Additional details regarding contracting specifics will be clarified during the contract review and negotiation phase.

A. The TECHNICAL PROPOSAL (Maximum 5,000 words) must contain the following:

1. **Profile:**
 - a. Provide an overview of your company, its experience, and track record in delivering similar projects. Include a summary of key achievements.
 - b. Include legal registration information of the company/Contractor, such as business registration number and any relevant licensing information. This should verify the legal status of your organization and confirm eligibility to undertake projects of this nature.
2. **Concept and Design:**
 - a. Provide a detailed overview of the proposed BCC concept, including key approaches to GC's target demographic.
 - b. Discuss how the activities will contribute to positive behavioral changes.
3. **Technical Approach:**

- a. Provide a detailed description of the proposed BCC, including communication activities/means/modalities.
 - b. Describe the design, development methodology, and technologies to be used.
 - c. Highlight any unique technological features that will set the BCC apart.
4. **Educational Content:**
 - a. Describe how IHL/LoAC principles will be integrated into the gameplay experience.
 - b. Suggest types of scenarios, decision points, and IHL principles that will be included.
5. **Project Timeline:**
 - a. Present a detailed project plan with key milestones, deliverables, and estimated timelines.
 - b. Provide a Gantt chart or other visual timeline if possible.
6. **Language:**
 - a. Detail your approach for translating all deliverables into Ukrainian, including educational content and any supporting materials. Describe the methods to ensure professional and technical accuracy of the translations.
 - b. Indicate whether translation will be managed through subcontracting to qualified language service providers or via in-house resources. Include criteria for selecting subcontractors if applicable.
 - c. Include a review and approval process for translations to be overseen by the Contractor, ensuring alignment with project standards and objectives.
7. **Relevant Experience and Qualifications:**
 - a. Provide information about the development team, including relevant experience, qualifications, and expertise in behavioral change campaigns and, preferably, IHL/LoAC in Ukraine.
 - b. Include brief profiles/biographies of key team members.
8. **Links to Similar Work and Projects:**
 - a. Include links to previous similar work and projects demonstrating your organization's expertise.
9. **References:**
 - a. Provide a list of references, including contact details and project descriptions.

B. The FINANCIAL PROPOSAL (Maximum 1,000 words) must contain the following:

1. **Cost Breakdown:**
 - a. Provide a detailed cost breakdown, including all relevant expenses for the complete project.
 - b. Breakdown costs by development phase or key deliverable.
2. **Payment Schedule:**
 - a. Define a clear payment schedule aligned with key milestones and deliverables.
3. **Additional Expenses:**
 - a. Identify any additional expenses that may arise during the project's lifecycle.
4. **Budget Justification:**
 - a. Provide a brief justification for the proposed budget, explaining the rationale behind major cost items.
5. **Management:**
 - a. Provide the resumes of the key members of the management team of the company.

4. ELIGIBILITY CRITERIA:

A. Technical Expertise and Experience:

1. **Contractors must demonstrate a proven track record of expertise in at least one of the following areas:**



- a. Marketing
 - b. Social media engagement
 - c. Multimedia production
 - d. Behavioural change campaigns
2. **Strong preference for contractors with experience in Ukraine.**

B. Understanding of IHL/LoAC Context and Challenges:

1. **Demonstrated understanding of the specific context and challenges related to IHL/LoAC dissemination in Ukraine is preferred.**

C. Overall Proposal Suitability:

1. **Proposals will be evaluated based on how clearly they address the project's scope and needs as described herein.**
2. **A clear understanding of the project scope and the ability to meet deliverables and timelines must be demonstrated.**

D. Team Composition:

1. **The qualifications and experience of the proposed project team should be clearly outlined.**
2. **Bidders will be evaluated on the documented technical expertise and experience of their staff.**

E. Understanding of the Humanitarian Sector:

1. **Demonstrated understanding of the humanitarian sector and the ability to work in an insecure environment is preferred.**
2. **Show sensitivity to handling sensitive topics and audiences.**

5. EVALUATION AND SELECTION PROCESS:

A. Initial Screening:

1. **Purpose: Ensure proposals comply with submission guidelines.**
2. **Process:**
 - a. Check for completeness and adherence to submission requirements.
 - b. Verify eligibility criteria, including technical expertise and experience.
3. **Outcome: Incomplete or non-compliant proposals are disqualified.**

B. Technical Proposal Evaluation:

1. **Purpose: Assess the technical quality of the proposal.**
2. **Criteria:**
 - a. **Technical Expertise and Experience (20%):**
 1. Track record in digital technology, multimedia production, and software development.
 2. Experience in developing and implementing BCCs, preferably in Ukraine.
 - b. **Understanding of Ukraine's IHL/LoAC Context (15%):**
 1. Understanding of IHL/LoAC dissemination challenges.



2. Experience in humanitarian communications a benefit.
 - c. **Overall Proposal Suitability (20%):**
 1. Clear understanding of project scope and needs.
 2. Ability to meet deliverables and timeline.
 - d. **Concept and Design (20%):**
 1. Quality and feasibility of the proposed BCC concept.
 2. Creativity in gameplay mechanics.
 - e. **Team Composition (15%):**
 1. Relevant experience and qualifications of team members.
 2. Technical expertise of staff.
 - f. **Project Timeline (10%):**
 1. Realistic project plan with milestones and deliverables.
3. **Scoring:**
- a. Each criterion is scored on a scale of 0-5.
 - b. Weighted based on the percentages above for a total technical score.

C. Financial Proposal Evaluation:

1. **Purpose:** Ensure the financial proposal is realistic and aligns with the technical proposal.
2. **Criteria:**
 - a. **Cost Breakdown (40%):**
 1. Detailed cost structure.
 2. Realistic budget aligned with deliverables.
 - b. **Payment Schedule (10%):**
 1. Logical schedule linked to milestones.
 - c. **Additional Expenses (10%):**
 1. Identification of extra costs.
 - d. **Budget Justification (20%):**
 1. Clear rationale behind major costs.
 - e. **Financial Management Capacity (20%):**
 1. Overview of the Contractor's internal financial capacities.
3. **Scoring:**
 - a. Financial proposals are scored on a scale of 0-5.
 - b. Weighted for a total financial score.

D. Final Scoring and Selection:

In the financial scoring and selection process, the final decision will be made by combining both technical and financial scores to ensure a comprehensive evaluation of each proposal. The bidder with the highest total score, demonstrating both a strong capability to meet the project requirements and the best value, will be selected in accordance with Geneva Call's policies to ensure value-for-money.

6. TERMS AND CONDITIONS:

A. Contract Scope:

1. The anticipated contract will cover the development and implementation of a BCC on IHL/LoAC dissemination and training.
2. The Contractor shall deliver all services and products as outlined in the approved proposal.



B. Payment Terms:

- 1. Standard payment terms of Geneva Call apply (30-day credit).**
- 2. Payment will be made according to the approved schedule which may be structured accordingly or per agreement between GC and the Contractor.**
- 3. All invoices must include a detailed breakdown of services rendered.**

C. Key Milestones and Deadlines:

- 1. Initial Deliverables:**
 - a. Certain deliverables must be completed and delivered by 31 December 2024 to meet project funding requirements.**
- 2. Final Project Delivery:**
 - a. The final project must be completed and delivered by 31 March 2025.**
- 3. Any delays must be communicated to the Client promptly, with a proposed revised timeline for approval.**

D. Warranties:

- 1. Pending agreement on the criteria set between the Contractor and the Client during the contracting phase, the Contractor warrants that:**
- 2. The delivered platform will be free from material defects and conform to the agreed specifications.**
- 3. Ongoing technical maintenance and support may be requested as necessary**
- 4. All software will be developed in compliance with applicable laws and regulations.**
- 5. No third-party intellectual property will be knowingly infringed**

E. Intellectual Property Rights:

- 1. The Client retains ownership of all intellectual property related to the project concept and content.**
- 2. The Contractor shall transfer ownership of all deliverables to the Client upon final payment.**
- 3. The Contractor may retain a non-exclusive license to use the BCC for portfolio purposes, subject to the Client's prior approval.**

F. Change Requests:

- 1. The Client may request changes to the project scope.**
- 2. The Contractor shall evaluate change requests and provide a written cost and timeline estimate for approval.**
- 3. Agreed changes shall be documented as amendments to the contract.**

G. Dispute Resolution:

- 1. In case of disputes, and per the final contract, both parties agree to:**
 - a. First attempt informal resolution through negotiation.**
 - b. If unresolved, proceed to mediation with a neutral third party.**
 - c. If mediation fails, resolve through binding arbitration under the rules of the Swiss Chambers' Arbitration Institution (SCAI) or relevant Swiss authorities.**

H. Termination:

- 1. The Client may terminate the contract for convenience with 30 days' written notice.**



2. The Contractor may terminate the contract if the Client fails to make payments or breaches material terms.
3. In the event of termination, the Contractor shall be paid for all completed work up to the termination date.

I. Liability and Indemnification:

1. The Contractor shall indemnify the Client against any claims arising from:
 - a. Intellectual property infringement.
 - b. Bodily injury or property damage caused by the Contractor's negligence.
2. The Client's total liability to the Contractor shall not exceed the total contract value.

J. Force Majeure:

1. Neither party shall be liable for failure to perform due to unforeseen events beyond their control, such as natural disasters, wars, or government actions.
2. Affected parties must notify the other party promptly and make reasonable efforts to mitigate the impact.

K. Governing Law and Jurisdiction:

1. This contract shall be governed by the laws of Switzerland.
2. Any legal proceedings shall be brought in the courts of Geneva, Switzerland.

L. Contract Management:

1. The deliverables and project will be managed by Geneva Call Ukraine.
2. The contract will be awarded from Geneva, Switzerland.

M. Entire Agreement:

1. The contract shall represent the entire agreement between the Client and the Contractor.
2. Any amendments or modifications must be made in writing and signed by both parties.

7. IMMATERIAL RIGHTS AND CONFIDENTIALITY:

A. Immaterial Rights

1. Definition of Immaterial Rights

- a. "Immaterial rights" refer to all intellectual property rights, including but not limited to software, discoveries, inventions, methods, processes, product/design plans, and any other form of intellectual property that the Consultant contributes to or creates in connection with this Assignment.
- b. The Consultant is obligated to promptly inform GC of any intellectual property or rights thereto.

2. Transfer of Immaterial Rights

- a. Under this Agreement, the Consultant hereby assigns all immaterial rights to GC, and GC accepts all rights to the intellectual property, including the right to:
 1. Initiate legal proceedings for losses and other remedies in cases of infringement or misuse of any of the immaterial rights.
 2. Retain compensatory damages.



- b. This assignment applies to all written and visual material prepared by the Consultant during the Assignment period. Such material is to be handed over to GC immediately upon the termination of the Assignment Contract.
- c. GC has the right to use all material produced in connection with this Assignment without any additional charge.
- d. The Consultant shall not receive any special compensation for transferring these material rights to GC.
- e. Upon termination of the contract, all material in the Consultant's possession that belongs to GC shall be returned to GC unless otherwise agreed in writing.

B. Confidentiality

1. Confidentiality Obligation

- a. The Consultant agrees to keep all project information confidential and not disclose it to any third party without GC's written consent.

2. Confidentiality Duration

- a. This confidentiality obligation remains in effect indefinitely during and after project completion.

8. THIRD PARTY PERFORMANCE REVIEWS AND AUDIT

A. Performance Review

1. In addition to internal performance measures, Geneva Call reserves the right to require an independent evaluation of the Contractor's performance.
2. Geneva Call may engage independent third parties to audit contract service levels.
3. The Contractor shall cooperate fully with any third-party audit and agrees that all information shared with Geneva Call may also be shared with the third-party auditor.

B. Financial Audit

1. Geneva Call will require the Contractor to retain all financial documents related to the costs and revenues of its account for the standard financial data retention period in the country of incorporation.

9. CONTRACT

A. Clarification of Sections 6-8

1. Sections 6 to 8 of this RFP will be further clarified and should not be considered representative of any binding commitments at the RFP stage. They merely provide an overview of the expected conditions of the arrangements to be established between GC and the Contractor.
2. Despite project management being undertaken by GC Ukraine, contracting will be executed between GC and the Contractor from GC's headquarters in Geneva, Switzerland, and subject to applicable laws and regulations.
3. GC may terminate the contract resulting from this solicitation, or any services under such contract, without prejudice to any other rights or remedies, by giving thirty (30) days written notice to the Contractor.



10. DISCLAIMER

The information provided in this Request for Proposal (RFP) is presented for informational purposes only and does not constitute a binding commitment by Geneva Call (GC). Sections 6-8 offer a general overview of expected conditions and are subject to further clarification during the contract negotiation phase.

GC reserves the right to accept or reject any proposal, partially or in its entirety, or to cancel the solicitation process at any stage without liability to the proposing organizations. All awards will be contingent on GC's contractual terms and conditions, the availability of donor funding, and a final Services Agreement executed between GC and the Contractor.