Contract for Individual Consultancy

Request for Quotation

11 August 2023

Reference: Update of the “Open Educational Resources (OER) in TVET” section of the UNEVOC website

Request to submit a written quotation/proposal for a work assignment with UNESCO

UNESCO is inviting written proposals for the work assignment described in attachment A.

To enable you to prepare a proposal for this assignment, please find attached the following:

A. Terms of Reference (attachment A);

B. UNESCO’s contracting modality for this assignment: contract template for a ‘Contract for Individual Consultants’ (attachment B1);

C. For reference: Current OER in TVET pages on the UNEVOC website: https://unevoc.unesco.org/oer;

Your written proposal should include:

i. A description of the approach that will be applied to fulfil the tasks outlined in the Terms of Reference (attachment A);

ii. A budget proposal based on the deliverable outlined in the Terms of Reference (attachment A);

iii. Information about your expertise in the area of OER and TVET;

iv. The amount to be charged for the assignment, which should be quoted in US Dollars only.

Your proposal and any supporting documents must be in English. UNESCO places great emphasis on ensuring that the objectives of the work assignment, as described in the Terms of Reference, are met. Accordingly, in evaluating the proposals for the assignment, attention will focus first and foremost on the technical elements. From those proposals deemed suitable in terms of the criteria in the Terms of Reference, UNESCO will select the proposal that offers the best value for money.

Your proposal should be submitted by e-mail to m.ehlers@unesco.org no later than

24 August 2023 18 pm (CEST)

Thank you for your interest in this UNESCO assignment. We look forward to receiving your proposal.
Terms of Reference

Update of the “Open Educational Resources (OER) in TVET” section on the UNEVOC website

A. Background

The UNESCO-UNEVOC International Centre for TVET assists UNESCO Member States to achieve high quality, relevant, lifelong and cost-effective technical and vocational education and training (TVET) for all. It aims to maximize learners’ prospects in life and in the labour market.

UNESCO-UNEVOC works together with UNESCO Headquarters, UNESCO Institutes and Centres, UNESCO Field Offices, and in close partnership with other international and national agencies in the field of TVET. The Centre is the main hub of the international UNEVOC Network made up of UNEVOC Centres in UNESCO Member States.

UNESCO’s strategy for TVET 2022-2029 states that UNESCO will actively promote the “applications to TVET of […] normative instruments, in particular the 2019 Recommendation on Open Educational Resources (OER) […] and create frameworks and tools for the support of the integration of these normative instruments into TVET governance, management and delivery. UNESCO will further consider promotion of initiatives such as those undertaken by the OER Dynamic Coalition within TVET.” The first four areas of action defined in the OER Recommendation are:

(i) Capacity building;
(ii) Developing supportive policy;
(iii) Ensuring effective, inclusive and equitable access to quality OER; and
(iv) Nurturing the creation of sustainability models for OER.

The OER Dynamic Coalition fosters and facilitates international cooperation between stakeholders and shares best practices with a view to creating synergies and networks in the implementation of the 2019 Recommendation on OER.

B. Introduction to UNESCO-UNEVOC’s work on OER

In 2018, UNESCO-UNEVOC published a handbook on Open Educational Resources for skills development. Some of its content was extracted for the website section on Open Educational Resources in TVET. This section also features key online OER sources for TVET learners and teachers and trainers.

The OER section on the website is presented as part of the work on the digital transformation of TVET. The overall structure of these webpages is designed to provide trends, databases of global resources, and articles/essays/think-pieces on issues of interest. The information is tailored to a web page presentation (using trend data; infographics; case studies; interviews; webinar recordings, etc.). The purpose of this approach is to make information simple to read whilst being underpinned by rigorous information globally sourced. The information and data presented will ideally be regularly updated and complemented by new case studies and essays/articles as available.
C. Description of the work

Under the direct supervision of the Head of the Knowledge Management and IT team and in close collaboration with other UNESCO-UNEVOC staff, the Consultant will perform the following tasks:

C.1. Review and update the current list of OER in TVET resources
Currently, the list of OER resources for TVET (see OER in TVET Resources) is organized in the form of a long list from A to Z, with a short description of each of the OER platforms or services, and depicting, type, contents, target audience, author, and licenses used. While updating and reviewing this list, the consultant shall make it database-ready in such a way that information can be filtered, e.g. by content type, licenses, target audience, or resource type.

C.2. Identify and compile 3 promising practices of OER use in TVET
The consultant shall identify examples of good practice to form part of a reorganized OER in TVET page. We aim to highlight promising practices on the use of OER in TVET institutions in order to encourage TVET stakeholders to explore OER further, be it on micro level (TVET providers) or macro level (governments and policy-makers). They could be from a particular country where OER is viewed as a contextually innovative approach; it could also be in the supplemental use of OER in TVET and/or OER utilized for a particular target group.

C.3. Webinar to promote the new page
After the relaunch of the OER page with an updated list and the new promising practices, the consultant shall conduct a 60 to 90-minute webinar to promote the updated page and to discuss OER in TVET with the global community.

E. Timeline and expected deliverables

1. C.1 and C.2 to be finalized by end of November 2023 or earlier
2. C.3 Webinar to be held in the first half of December 2023.

D. Duration of the contract

We expect the actual contract work to be carried out during 2-3 months between September and December 2023, depending on the availability of the candidate and the time that can be invested.

E. Remuneration

The Consultant shall be remunerated based on the proposal submitted and the amount negotiated with UNESCO-UNEVOC.

Remuneration will be made in instalments after the submission of the tasks and deliverables specified in Section C above and upon submission of a detailed invoice/payment claim and satisfactory deliverables.

Actual remuneration will be based on the invoice/payment claim provided by the Consultant and verified by UNESCO-UNEVOC and may thus be less than indicated above. Should the final invoice amount exceed the amount specified in the contract, an amendment will need to be agreed upon and be prepared prior to payment of the invoice.
F. Other specifications

Language and Quality
The Consultant shall respect the time and technical specifications of the deliverables. All work must be submitted in English and should be copy-edited according to the Style Manual for the presentation of English-language texts intended for publication by UNESCO. It is the responsibility of the Consultant to ensure that the level of English is of a high standard and adapted to a wide range of audiences. The work will be made available under an open license for unlimited use and re-use.

Data protection
The Consultant agrees that any personal information (name, telephone, email address, address, etc.) shared by UNESCO-UNEVOC shall only be used for the work covered under this contract. It shall not be used or disseminated after the contract period or for any other purpose. All records of personal information shared must be deleted after the contract.

Travel
This assignment does not require any travel from the Consultant. All tasks listed under these terms of reference are expected to be conducted remotely from the original duty station of the Consultant.
Contract N°:
(Please quote this reference in all correspondence and communications)

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

and

(hereinafter called “UNESCO”)

(hereinafter called “the Individual Specialist”)

BONN / UNEVOC

Germany

Vendor Number:

Hereby agree as follows:

TERMS OF REFERENCE

1. Under the supervision of the Individual Specialist shall:

DURATION OF CONTRACT

2. If the contract is not signed by the Individual Specialist and returned to UNESCO by at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

3. This contract shall come into effect on , and shall expire on satisfactory completion and delivery of the services described above, but no later than , unless terminated earlier under the terms of this contract.

4. If, by the expiry date of the contract as defined in Article 3 above, the Individual Specialist has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void.

5. After the expiration of the contract, the Individual Specialist cannot claim payment for any work not delivered on time, as stipulated in article 6.3 below.

CONDITIONS OF PAYMENTS

6. Payments and Currency

6.1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.

6.2. The contract shall be drawn up and all payments made in United States Dollars, Euros or currencies in which UNESCO holds a bank account. Only one currency can be used in any one contract. Where necessary, the United Nations’ operational rate of exchange on the date a contract is signed should be used to convert amounts into another currency, but no adjustments will be made for exchange rate variations during the contract period, either to the overall amount or a staggered payment.

6.3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

Annex B
6.4. The final payment, or each payment in the case of staggered payments, shall be made only after receipt and approval as satisfactory by UNESCO of any deliverable that the Individual Specialist is required to submit for payment under the terms of this contract.

6.5. All payments (see article 6.3 below) shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary’s own banking fees, shall be the responsibility of the Individual Specialist.

6.6. No payments shall be made to a third party.

7. Advance Payments

Except for expenses necessarily incurred by an Individual Specialist in order to prepare for an assignment (e.g. travel or equipment), no advance payment shall be made.

8. Travel

If deemed necessary by UNESCO, the Individual Specialist who is required to travel in order to perform the work described in article 1, shall be paid a lump sum to cover all travel related expenses, including daily subsistence allowance, tickets for the authorized travel and other related expenses (e.g. visas, vaccinations and terminal expenses), in accordance with UNESCO’s usual travel provisions.

9. Reimbursement

9.1. If any of the work corresponding to the instalments in article 6.3 is not completed to UNESCO’s full satisfaction, and/or prior to the expiration of the contract, UNESCO shall have the right to the reimbursement of full or partial payments made, including any advanced payment, to the extent that the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.

9.2. Any reimbursement shall be returned in the same currency as the payment was made.

10. Banking Instructions

10.1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:

Name of the Bank:
Address of the Bank:
Name of the Account Holder:
Number of Account:

10.2. Only one banking instruction is allowed in any one contract.

UNESCO TERMS AND CONDITIONS

11. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialed by the Individual Specialist and UNESCO.

12. The Individual Specialist and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order: (i) the present contract and (ii) the General Terms and Conditions attached hereto.
Signed on behalf of the Director-General of UNESCO:

Name:  

Date:  

Title:  

Signature:  

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Electronically approved in UNESCO system on by .

Individual Specialist:

“I acknowledge that I have read and accept the terms and conditions on the following page”.

Name:  

Date:  

Title:  

Signature:  

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GENERAL TERMS AND CONDITIONS

Article I. Legal Status

1. Individual Specialist is neither a staff member under the UNESCO Staff Regulations and Staff Rules nor an official under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). He/she may, however, be given the status of ‘expert on mission’ within the meaning of Annex IV of the said Convention.

2. Any immunities and privileges that may be accorded the Individual Specialist by a government are conferred in the interests of UNESCO. Any such immunities and privileges shall not be invoked to excuse the Individual Specialist from discharging any private obligations or from observing laws and police regulations. Should a question of immunities and privileges arise, the Individual Specialist shall immediately report to the Director-General of UNESCO, who shall decide whether they shall be waived.

Article II. Obligations

1. The Individual Specialist is subject to the authority of the Director-General of UNESCO and is responsible to the Director-General in the performance of his/her work.

2. The Individual Specialist’s responsibilities are exclusively international. By accepting a contract with UNESCO, the Individual Specialist undertakes to carry out the work given to him/her and to regulate his/her conduct with the interest of the Organization only in view.

3. In providing his/her service, the Individual Specialist shall neither seek, nor accept, any instructions from any government or any authority external to the Organization, except as may be authorized by the Director-General of UNESCO.

4. The Individual Specialist shall conduct him/herself at all times in a manner befitting his international status. He/she shall not engage in any activity that is incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence and impartiality that is required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status.

5. The Individual Specialist shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her assignment, except by authorization of the Director-General of UNESCO. These obligations remain binding even after the expiry of the contract.

6. If the Individual Specialist, by malice, culpable negligence or failure to observe any applicable rule, involves UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation.

Article III. Declaration of Compatibility of the Professional Status

1. Family Ties
   a. The Individual Specialist certifies that he/she is not the father, mother, son, daughter, brother or sister of a staff member of UNESCO, of an employee of the ancillary services or of someone who,

Initials: [ds.vend5]
at the same time, holds a supernumerary contract or contract for individual consultants or other specialists or has a fellowship with UNESCO.

b. The Individual Specialist also certifies that, if he/she has a spouse working as a UNESCO staff member, or as an ancillary services employee, the spouse does not work in the same Sector, Bureau or field office in which the Individual Specialist will be working.

2. Multiple Contracts

a. The Individual Specialist certifies and declaresthat he/she only holds one contract of any type with UNESCO at any one time. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

b. The Individual Specialist certifies and declares that he/she is not a beneficiary of any type of UNESCO Fellowship. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

c. The Individual Specialist certifies and declares that he/she does not have incompatible professional status under UNESCO’s provisions governing the contracts for individual consultants and other specialists.\(^1\)

Article IV. Officials not to Benefit

The Individual Specialist confirms that no official of UNESCO has received from or will be offered by the Individual Specialist any direct or indirect benefit arising from this contract or the award thereof. The Individual Specialist accepts that breach of this provision is a breach of an essential term of this contract which renders this present contract liable for immediate termination, without notice or indemnity.

Article V. Taxes

UNESCO will not reimburse any taxes, duties or other contributions for which the Individual Specialist may be liable in respect of any payments made to him/her under the terms of this contract.

Article VI. Use of Name, Emblem or Official Seal of UNESCO

The Individual Specialist shall not in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with his/her business or otherwise.

\(^1\) In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:

- a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
- a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
- a member of any UNESCO Committee, International Programme Governing Body or National Commission;
- the External Auditor and members of his or her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
- a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
- other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.
Article VII. Confidential Nature of Documents and Information

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Individual Specialist under this contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this contract.

Article VIII. Title Rights

UNESCO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks with regard to all material which bears a direct relation, to, or is made in consequence of, the services provided to the Organization by the Individual Specialist.

Article IX. Protection of Personal Data

1. The Individual Specialist shall ensure an appropriate protection of Personal Data he/she uses when performing his/her duties in accordance with UNESCO’s Principles on Personal Data Protection and Privacy and the Personal Data Protection and Privacy Guidelines (Administrative Manual Chapter 17). Personal Data includes any information relating to a data subject who can be identified from that data, either directly or indirectly, by reference to this data and reasonably likely measures, and which is processed by or on behalf of UNESCO in carrying out its mandated activities.

2. Personal Data shall be processed solely for the purpose of undertaking the present contract and with due regard to confidentiality.

3. The Individual Specialist warrants and represents that he/she shall comply with the applicable UNESCO information security standards.

4. The Individual Specialist shall not access, collect, use, disclose or dispose of Personal Data in ways that do not comply with the Principles on Personal Data Protection and Privacy. He/she shall ensure that Personal Data is not released, used, handled or destroyed in unauthorized ways or otherwise ways that may pose risks of harms to individuals or groups of individuals.

5. The Individual Specialist shall immediately report a lost or stolen device containing Personal Data to the UNESCO IT Service Desk or Field Unit IT Support. The Individual Specialist shall promptly notify the staff responsible for the contract of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of the present Article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

6. The Individual Specialist shall notify staff responsible for the contract within 5 (five) working days of any complaint by a data subject in respect of his/her Personal Data.

7. The obligations and restrictions in the present Article shall be effective during the term of the present contract, including any extension thereof, and shall remain effective following the expiry date or the termination of the present contract, unless otherwise agreed between the parties in writing.

8. Unless otherwise agreed between the parties in writing, within 10 (ten) working days after expiry date or the termination of the present contract, whichever comes first, the Individual Specialist shall return all Personal Data collected and/or used for the performance of the present contract to the staff responsible for the contract in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of those Personal Data. The Individual Specialist shall provide written confirmation to the staff responsible for the contract that he/she has fully complied with the
requirements set out in the present Article within 10 (ten) working days after the expiry date or the
termination of the present contract, whichever comes first.

Article X. Medical Clearance

The Individual Specialist certifies and declares that he/she: a) is in good health b) has no condition that would
prevent him/her from carrying out the work as foreseen by this contract and c) has obtained any necessary
inoculations or other medical treatment which may be necessary for him/her to travel to and work in the area(s)
foreseen under this contract. The Individual Specialist will be held fully responsible for this certification and
declaration. If requested, Individual Specialists may be required to undergo a full medical examination, and be
medically cleared by UNESCO’s Chief Medical Officer, prior to taking up their duties.

Article XI. Insurance

1. The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or
death while performing duties on behalf of the Organization.

2. The insurance provides for compensation in the case of: (a) death or permanent total disablement; (b)
permanent partial disablement; (c) temporary total disablement. Coverage for temporary, partial
disablement is not included. The capital sum insured shall be up to a maximum of 85 000 USD. The scale
of compensation payable will be in accordance with the terms and conditions of UNESCO’s policy with its
insurer. Medical expenses attributable to work-incurred accidents or illnesses are paid up to a maximum
annual amount of 10 000 USD.

3. If any injury, illness or death for which compensation is payable under the above provisions is caused in
circumstances which, in the Director-General’s opinion, create a legal liability on the part of a third party
to pay damages, the UNESCO Director-General may, as a condition of granting compensation, require the
Individual Specialist to whom it is granted to assign to the Organization any rights of action which he/she
may have against such a third party. The Individual Specialist shall thereupon furnish to UNESCO any data
or evidence which may be available to him/her, and shall render all other assistance which may be
required in prosecuting any claim or action against such a third party. He/she shall not settle any such
claim or action without the consent of the Organization; UNESCO shall be entitled itself to do so or to
require him/her to do so upon such terms as seem reasonable to it.

Other than the provisions set out in Article X, paragraph 2, UNESCO does not provide medical insurance to the
Individual Specialist.

Article XII. Title to Equipment

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such
equipment shall be returned to UNESCO at the conclusion of this contract or when no longer needed by the
Individual Specialist. Such equipment, when returned to UNESCO, shall be in the same condition as when
delivered to the Individual Specialist, subject to normal wear and tear. The Individual Specialist shall be liable to
compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

Article XIII. Termination

1. UNESCO or the Individual Specialist may cancel the contract before it has come into effect by giving
written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for
longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the
contract with shorter notice, the Individual Specialist is entitled to 5% of payment for each month of
service provided by the contract, subject to a maximum of 30% of the total amount.
2. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month’s written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the Individual Specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the Individual Specialist, or of the inability of the Individual Specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.

3. Notwithstanding the provisions of Article XII, paragraphs 1 and 2, in the event of breach of contract, including false declarations, on the part of the Individual Specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

Article XIV. Arbitration

1. Any controversy or dispute concerning the execution or interpretation of this contract shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.

2. The party initiating the procedure shall decide which of the two procedures shall apply.

Article XV. Amendments

This contract may be amended specifying all modifications and signed by both UNESCO and the Individual Specialist prior to the expiry date of the present contract. If the Individual Specialist wishes to propose amendments, these proposals should be communicated to UNESCO which, if deemed necessary, will prepare the amendment to present contract for mutual agreement and signature.