Call for Proposals

Reference: Development of a Practical Guide for Inclusive TVET Institutions

12 May 2021

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

UNESCO is inviting written proposals from Individual Experts or Institutions for the work assignment described in attachment A.

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

a. Terms of Reference (attachment A);
b. Background materials (attachment B);
c. UNESCO’s contract templates for ‘Contract for Services’ (attachment C 1) and ‘Contract for Individual Consultants’ (attachment C 2); the contracting modalities used for these assignments.

Your written proposal should comprise of:

i. A description of the approach and methodology that will be applied to fulfil the tasks as outlined in the attached Terms of Reference (attachment A);
ii. Examples of previous projects undertaken that are of similar nature;
iii. For Companies: the organizational profile and the profiles or CV’s of experts and mentors involved;
iv. For Individual Experts: the CV of the individual;
v. A lump sum cost estimate for the assignment, expressed in USD or EUR.

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 shall select the proposal that offers the Organisation best value for money.

Your proposal should be submitted by e-mail to w.de-regt@unesco.org no later than 17:00 (GMT+2) on 26 May 2021.

Thank you for your interest in this UNESCO assignment; and we look forward to receiving your proposal.
Attachment A: Terms of Reference

Development of Pilot Practical Guide for Inclusive TVET Institutions

1. Background

Due to its close links to the labour market, technical and vocational education and training (TVET) can play an important role to improve job opportunities and livelihoods for young people, and in particular for disadvantaged youth. TVET can act as an enabler for social mobility, helping disadvantaged youth to transition from precarious livelihoods and employment situations, to formal employment and decent work. However, formal TVET institutions are not necessarily equipped to cater for the skills needs of young disadvantaged people. There can be many barriers for the disadvantaged to access formal TVET, such as the low level of foundation skills, fees, lack of support, family responsibilities and the concentration of TVET institutions in urban areas, amongst others.

As part of its new Medium-Term Strategy (2021-2023), the UNESCO-UNEVOC International Centre for TVET has initiated a new programme that aims to support TVET institutions to better respond to the specific training needs and challenges of disadvantaged youth, increasing their access to quality education and training programmes.

This assignment focuses on the development a guiding tool to assist TVET institutions to better reach out and meet needs of disadvantaged youth.

2. Purpose of the Assignment

The purpose of the Pilot guide for Inclusive TVET Institutions (working title) is to advise teachers, managers, and leaders of formal secondary and post-secondary TVET institutions, as well as other actors that collaborate with such institutions, on how to create a supportive and inclusive environment to cater for skills development needs of disadvantaged youth. The guide should contain guidelines and tools for TVET institutions to self-assess how inclusive their policies and practices are, and to help stakeholders to plan and introduce inclusive approaches within their institutions.

This guide will be piloted among members of UNESCO’s global network of TVET organizations, the UNEVOC Network.

3. Tasks and Expected Outputs

Under this contract, the Contractor will be responsible for the following:

1. Developing a conceptual framework for the Pilot Guide, which shall include:
   - The scope of the guide
   - Key questions to be addressed by the guide
   - Proposed steps and approaches for developing the guide
   - A preliminary Table of Content
   - An overview of examples of existing practice-oriented materials on similar topics
The conceptual framework should explore how the guide can incorporate the ‘4 A’s framework’ proposed in a recent discussion paper developed by UNESCO-UNEVOC for categorizing strategies to address the needs of disadvantaged youth in formal TVET (Availability; Accessibility; Acceptability; and Adaptability) (see Attachment B).

2. Developing a Pilot guide for formal TVET institutions to better identify and cater to the training needs of disadvantaged youth.

The guide should target teachers, managers, and leaders of formal secondary and post-secondary TVET institutions, as well as other actors that collaborate with such institutions. The guide should be practice-orientated and help institutions take actions to become more inclusive and responsive to the needs of disadvantaged youth. The guide is expected to include, amongst others:

- Tools and methodologies that TVET institutions can use to assess how inclusive their policies and practices are, and to identify needs, main issues and potential areas of interventions. Policies and practices can be related but not limited to curriculum content, cooperation with other stakeholders, institutional infrastructure, student support and counselling, and teacher support in education and training settings
- Suggested strategies and approaches for TVET institutions to better identify and cater to the skills needs of disadvantaged youth, ensuring that they disadvantaged youth can access and fully participate in TVET programmes
- Promising and innovative examples from selected countries
- Steps that TVET institutions can follow to plan short- and medium-term interventions
- A set of indicators so that TVET institutions can monitor their progress vis-à-vis the interventions implemented

The Pilot Guide should be approx. 8,000 words / 25 A4 pages long (excluding annexes).

4. Timeline and expected deliverables

The Contractor shall deliver the following outputs:

4.1 Conceptual framework

- Submit the draft conceptual framework for UNESCO-UNEVOC’s review by 23 June 2021
- Considering UNESCO-UNEVOC’s comments, produce an elaborated outline of the guide and one trial section by 16 July 2021

4.2 Pilot Guide

- Submit a first draft manuscript of the guide by 10 September 2021, taking into account UNESCO-UNEVOC’s comments on the outline and the trial section
- Participate in online consultation meetings with selected UNEVOC partners to collect feedback and inputs on the guide (consultation meetings planned for September)
- Revise the first draft manuscript of the guide considering UNESCO-UNEVOC’s comments as well as the feedback received during the consultation meetings. Submit the revised version in a format which can be shared with UNEVOC partners for pilot activities by 15 October 2021
5. Remuneration

The Contractor shall be remunerated based on the proposal submitted and the amount negotiated with UNESCO-UNEVOC. The maximum possible remuneration is 20,000 USD.

Remuneration will be made in instalments after the submission of the deliverables specified above and upon submission of a detailed invoice/payment claim and satisfactory results of the deliverable. Actual remuneration will be based on the invoice/payment claim provided by the contractor 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 have to be agreed upon and prepared prior to payment of the invoice.

6. Other Specifications

- The assignment does not require any travel by the Contractor. All tasks listed in the Terms of Reference are expected to be conducted remotely from the original duty station of the Contractor
- The Contractor is responsible for organizing his/her own technical and non-technical arrangements to participate in virtual planning meetings with the project team and partners of the project, as necessary
- The Contractor shall respect the time and technical specifications of the deliverables and shall ensure that the level of English in all deliverables is of a high standard
Attachment B: Background material concerning the assignment

Inclusive TVET

Supporting formal TVET institutions to cater to the needs of disadvantaged youth

Background

Due to its close links to the labour market, technical and vocational education and training (TVET) can play an important role to improve job opportunities and livelihoods for young people, and in particular for disadvantaged youth. TVET can act as an enabler for social mobility, helping disadvantaged youth to transition from precarious livelihoods and employment situations, to formal employment and decent work.

However, the potential positive role that TVET can play for disadvantaged youth is often not capitalized on. Formal TVET training providers in particular are sometimes not able to identify and cater for the skills needs of young disadvantaged people. They need support and guidance on creating learning environments that not only offer quality TVET instruction but also cater to the often-diverse needs of the learners from disadvantaged backgrounds. Informing teachers, trainers, managers about the need for inclusive practices and empowering them to design and implement curricula catering to the needs of different learner groups can have a vast impact on the teaching and learning outcomes in TVET.

A recent discussion paper developed by UNESCO-UNEVOC in partnership with the University of Nottingham contributes to understanding the barriers to the participation of disadvantaged youth in formal TVET, and examines available evidence on different strategies and approaches that are being used or can be used to meet the needs of disadvantaged youth. The discussion paper uses four lenses to assess barriers to formal education and training:

- Availability. The right to education and training as specified in international, regional, national, state or federal legislations or regulations and policies.
- Accessibility. The conditions that make it possible for learners to pursue and progress in and through TVET.
- Acceptability. The provision of quality TVET.
- Adaptability. Builds on the accessibility and acceptability strands and focuses on the extent to which TVET can be tailored to the individual needs of learners and adapt to changing trends in society and the world of work.

Formal education and training:
Education that is institutionalized, intentional and planned through public organizations and recognized private bodies.

Non-formal education and training:
Education that is institutionalized, intentional and planned by an education provider. (...) It is an addition, alternative and/or a complement to formal education within the process of the lifelong learning of individuals.

Informal learning:
Learning that is intentional or deliberate, but not institutionalized. Informal learning may include learning activities that occur in the family, workplace, local community, and daily life.

Source: UNESCO ISCED 2011
Some of the barriers identified in the discussion paper include language barriers (especially for refugees and migrants), socio-cultural barriers (especially with respect to gender norms and related caring responsibilities), financial barriers, and exclusionary learning environments.

**Aims and objectives of UNESCO-UNEVOC’s Inclusion Programme**

To respond to this challenge, the UNESCO-UNEVOC International Centre for TVET has initiated a new programme as part of its Medium-Term Strategy (2021-2023) that aims to expand the skills pathways for disadvantaged youth by focusing on inclusive education and training. Based on the definition used in UNESCO Global Education Monitoring Report’s 2020 publication on ‘Inclusion and education’¹, inclusive education and training in this context refers to the inclusion of all youth in TVET regardless of gender, remoteness, wealth, disability, ethnicity, language, migration, displacement, sexual orientation, gender identity and expression, religion, and other beliefs and attitudes.

The objectives of the programme are to:

- To enhance the accessibility and responsiveness of formal TVET institutions at secondary and post-secondary levels to the specific training needs and challenges of disadvantaged youth
- To facilitate a smooth transition to employment for disadvantaged youth

**Activities**

- **Develop a practical guide for formal TVET institutions.** The guide will advise teachers, managers, and leaders of formal secondary and post-secondary TVET institutions, as well as other actors that collaborate with such institutions, on how to create a supportive and inclusive environment to cater for skills development needs of disadvantaged youth. The guide will provide guidelines and tools for TVET institutions to self-assess how inclusive their policies and practices are, and to help stakeholders to plan and introduce inclusive approaches within their institutions. Inclusive approaches can speak but are not limited to curriculum content, cooperation with other stakeholders, infrastructure, and teacher support in education and training settings.

- **Support TVET institutions to develop and implement collaborative projects for disadvantaged youth.** The practical guide will be piloted among members of UNESCO’s global network of TVET organizations, the UNEVOC Network. The importance of developing strategic partnerships between formal TVET institutions, non-formal TVET providers, local organizations and the development community should be a key component of the collaborative projects.

**Timeline**

- **May – October 2021:** Pilot practical guide developed
- **November 2021 – March 2022:** Practical guide piloted in formal TVET institutions that are members of the UNEVOC Network
- **April 2022 – June 2022:** Practical guide finalized considering the feedback received during the pilot projects

¹ [https://unesdoc.unesco.org/ark:/48223/pf0000373718](https://unesdoc.unesco.org/ark:/48223/pf0000373718)
Article I. Work assignment
Contract entered into between UNESCO and the Contractor in order to perform the following:

Article II. Duration of contract
2.1 If the contract is not signed by the Contractor and returned to UNESCO by the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

2.2 The effective date of the contract is the date of signature by the Contractor and its expiry date is the date of approval by UNESCO of the work submitted by the Contractor or otherwise, at the latest, the deadline for submission of the work corresponding to the final payment indicated in Article III.3.2 below.

2.3 If, by the expiry date of the contract as defined in Article II.2.2 above, the Contractor has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void unless an amendment extending the period of the contract has been signed by both parties in accordance with Article IV below.

Article III. Conditions of payments
3.1 Total Fee, Currency and Payment
3.1.1 UNESCO shall pay the Contractor the sum of . All payments shall be made in the currency of the contract. UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party hereto. Installments expressed in US$ and payable in another currency than US$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

3.1.2 The price of this Contract is not subject to any adjustment or revision because of prices or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.1.3 The Contractor shall not perform any other services, which may result in any costs in excess of the amount specified above without the prior written agreement of UNESCO’s signatory to this contract.

3.1.4 All payments 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 Contractor.
3.1.5 The Contractor should confirm below mentioned banking instructions for any payment arising from the present contract (only one banking instruction is allowed in any one contract):

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

3.2 Instalments
The fee is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory performance by the Contractor of the work corresponding to each payment (except for the eventual advance payment):

<table>
<thead>
<tr>
<th>Payment N°</th>
<th>Upon submission to and approval by UNESCO of the following work</th>
<th>Article I Reference</th>
<th>Latest date for submission</th>
<th>Amount/Currency</th>
</tr>
</thead>
</table>

3.3 Advance Payment
3.3.1 One of the above payments represents an 'advance payment', i.e. a payment of part of the fees in advance of the performance of contractual services:

☐ Yes: Payment N°
☒ No

3.3.2 If yes, the amount of this advance payment shall not exceed the expenses which the Contractor will need to pay before completion of the task(s) referred to in the Contract above and relates to:

<table>
<thead>
<tr>
<th>Detailed Description</th>
<th>Amount/Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td></td>
</tr>
</tbody>
</table>

3.4 Reimbursement
3.4.1 If the work corresponding to any or all of the above instalment payments has not been approved by UNESCO and is not in conformity with the contract specifications or terms of reference, UNESCO shall have the right to reimbursement of full or partial payments made including the advance payment. UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of this Contract.

3.4.2 Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

3.5 Travel
If the Contractor is required to travel in order to perform the work described in Article I above, a lump-sum is included in the fee indicated in Article III.3.1.1 to cover daily subsistence allowance and the cost of the tickets for the authorized travel. No additional travel expenses other than the agreed lump sum shall be reimbursed.

Article IV. Amendments
This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who, if deemed necessary, will prepare the letter of amendment for mutual agreement and signature.
Article V. UNESCO Terms and Conditions

5.1 This contract is subject to UNESCO Terms and Conditions as attached. Each page of these Terms and Conditions should be initials by both the Contractor and UNESCO.

5.2 The Contractor 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:

   a) The present contract;
   b) The Terms of Reference, attached hereto [if applicable];
   c) The General Terms and Conditions attached hereto;
   d) The Contractor’s Proposal [if applicable];

Signed on behalf of the Director-General of UNESCO:

Name:                        Date:

Title:                        Signature: ..............................................................

Contractor [please sign and return to UNESCO one original of the contract and retain the second original for yourself]:

Name:                        Date:

Title:                        Signature: ..............................................................
1. LEGAL STATUS
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS
The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES
The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT
The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING
In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT
The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION
The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen’s compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES
The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;
8.2 Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNESCO;
8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS
The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. 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 Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS
UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION
Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor 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. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private...
advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 “Settlement of Disputes” below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties are unable to reach such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

18. TAX EXEMPTION

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical mental, spiritual, moral or social development.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term “Mines” means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the
Contractor’s custody, rests with the Contractor.

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 23 above.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999).

The list can be accessed via https://www.un.org/securitycouncil/content/un-sc-consolidated-list. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

25. AUDITS AND INVESTIGATIONS

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Contract, “sexual exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; “sexual abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, shall not engage in any sexual exploitation and abuse.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor’s employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct) provides the minimum standards expected of the UN Suppliers.
Contract N°:
(Please quote this reference in all correspondence and communications)

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

(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:

<table>
<thead>
<tr>
<th>Payment N°</th>
<th>Upon submission to and approval by UNESCO of the following work</th>
<th>Article 1 Reference</th>
<th>Latest date for submission</th>
<th>Amount/Currency</th>
</tr>
</thead>
</table>


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

Name: ___________________________ Date: ___________________________

Title: ___________________________ Signature: ___________________________
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,
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 declares that 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. 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 X. 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 XI. 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 XII. 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 XIII. 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 XIV. 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.