

Contract for Individual Consultancy

Request for Quotation

19 May 2022

Reference: UNE/RFQ/SDG/Conducting Research on TVET Institution Resilience

(under the UNESCO-UNEVOC project titled "Building resilience in TVET for a just and sustainable transition")

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 modalities used for this assignment:
 - contract template for a 'Contract for Individual Consultants (Author)' (attachment B)

Interested applicants are invited to submit their written proposal that includes:

- (a) Technical proposal containing the proposed overall approach and detailed plan with timeframe for delivering the project outputs as specified in Attachment A;
- (b) Links to examples of previous projects undertaken that are of similar nature;
- (c) The profile or CV of the Consultant involved;
- (d) Financial proposal containing a detailed financial estimate in USD or EUR.

Your proposal and any supporting documentation must be provided 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 Organization best value for money.

Your proposal should be submitted by e-mail to m.joshi@unesco.org no later than **17:00 (CEST)** on or before **29 May 2022**.

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

Building resilience in TVET for a just and sustainable transition: Research Component

1. Context

The COVID-19 pandemic has brought unprecedented challenges across the globe. These challenges have had, and will have, various short and long-term impacts on young people. Among these are the simultaneous challenges of having to adjust to the learning disruptions, to transition from school to the labour market in a period of recession, and to become active contributors in creating a resilient, just and green society and economy.

The technical and vocational education and training (TVET) sector has also been severely impacted. Disruptions and in some cases a complete shutdown of skills development and work-based learning programmes were reported by TVET centres from all regions of the world. Moreover, the pandemic has not only highlighted the existing gaps in TVET systems but also exacerbated the ongoing challenges that relate to equitable access, multi-modal training delivery, professional development and training of teachers and trainers on pedagogical and digital skills, among others.

For many countries and regions, the existing impact of climate change manifested in extreme weather phenomena such as floods and droughts has added to the disruption caused by the pandemic. This has put tremendous pressure not only on health and hygiene infrastructure, but also on food production, livelihoods and jobs, disproportionately affecting the most vulnerable populations.

Therefore, a comprehensive, multistakeholder approach to building resilience needs to be developed and deployed. One that would combine economic, social and climate positive approaches with a pandemic-resilience focus, as well as define priorities for investing in sustainable, inclusive and climate resilient technology and, infrastructures.

2. Project background

Implemented by UNESCO UEVOC and funded by the Federal Republic of Germany through the GIZ, the project titled '*Building resilience in TVET for a just and sustainable transition*' is conceived to support TVET agencies, training providers, teachers/trainers and learners in low to lower-middle income countries (with special attention, but not limited to, countries in Africa and Small Island Developing States) to build their capacities for resilience (economic, climatic, social, technological and entrepreneurial) thereby improving in turn, the resilience of the TVET systems and institutions that they are part of.

The focus is on supporting TVET stakeholders to work towards their vision for achieving institutional resilience. The project recognizes the current disproportionate level of climate and economic resilience at the systems-level. At the same time, there is a lack of access to institutional capacity development, professional development in new knowledge areas, technology, equipment and training for teachers/trainers that are experienced in low-/ to lower-middle income countries.

Therefore, capacity building interventions and technical assistance is envisaged to be delivered under the project, to support TVET staff and learners to adapt to a new paradigm whereby areas for strengthening have been identified and overall resilience is improved. At the system/strategic levels, planners and designers of national TVET strategies will be supported to build capacities for developing TVET and associated learning processes and priorities with green transition trends, sectorial skills demands and forecasts, technological changes and their impact on jobs, inclusive and sustainable entrepreneurial learning opportunities in post-COVID recovery. TVET trainers and practitioners will be supported through capacity building programmes that help improve their competence for designing and delivering context-specific and relevant contents addressing the specific needs of disadvantaged learning cohorts, future-oriented needs of the labour market and job creation in a just and green transition.

The project's approach considers the challenges unique to low and lower-middle income countries. For example, countries categorized as Small Island Developing States (SIDS) have little resilience to natural hazards, have highly volatile economic growth and fragile natural environments^{[1][2]} which make them much more vulnerable to economic shocks compared to other low-income countries. Some countries in the African and Caribbean regions like Comoros, Guinea Bissau, Haiti and Seychelles typically rely on assets that are vulnerable to economic as well as ecological shocks which affect productivity and employment but also impact peace and security³. In countries that heavily rely on informal economy, such as Uganda, many are at risk especially during recession since over 50% of the GDP comes from informal/household employment and 56.8% of employed were in vulnerable employment (subsistence or informal)⁴

The proposed interventions under the project will also respond to existing gaps. For example, in many countries institutional arrangements do not exist for the early identification of skills requirements, labour market forecasting and the transfer of the findings into occupational profiles and curricula especially for the emerging green jobs.

All project interventions will consider the need to improve gender equality, social inclusion and labour market relevance which are at the heart of promoting a just transition.

The long-term impact of the project is to see the capacity for resilience effectively built in TVET systems, institutions, enabling TVET practitioners adopt resilient approaches and use their acquired capabilities to support transition to a just and green society and economy.

2.1 Research component of the project

One of the key components of the project relates to strengthening the concept of resilience in the context of TVET institutions as perceived by various stakeholders, and to identify their needs for capacity building through data collection and analysis.

Building system-level and institutional resilience relies on a complete understanding of the existing baselines of institutions, and the local conditions and issues which require urgent attention. Having a clearer picture of the challenges and opportunities presented by socio-economic and climate change will enable a response to support resilience.

3. Purpose of the assignment

The work described in these Terms of Reference aims to support meeting the objectives of the research component of the project described above. Specifically, the work to be undertaken by the Consultant invited to respond to this call will:

- Support the development of a working definition of TVET resilience and ways to integrate them into the project's activities
- Design a research methodology to assess resilience in TVET
- Conduct research and analysis of data and consolidate findings from the research
- Prepare a final narrative report that can contribute significantly towards the development of a normative guidance document* for building TVET resilience targeted at policy makers and TVET leaders; and disseminate key findings during events organized under the project.

** The guidance document would be a UNESCO Category 3 publication with a tentative launch in first quarter of 2023. The publication will be promoted via UNESCO-UNEVOC's social media channels, Network events (virtual and physical events,*

^[1] UN-OHRLLS cited by UNESCO

^[2] GSDRC, 2021

³ Ibid

⁴ Uganda Bureau of Statistics, 2020

and through UNESCO-UNEVOC website as an open-access digital publication. In addition, the stakeholders and project partners that support its development will be invited to disseminate the resource locally.

4. Duties and Responsibilities

The Contractor, hereafter referred to as the Research Consultant will perform the following tasks to fulfil the aforementioned objectives under the direct supervision of the Project Officer of the SDGs and Greening TVET team.

Objective 1: Create a research design

Tasks to fulfil Objective 1

- i. Conduct a desk research on the approaches for adapting and building resilience in the contexts of volatile economic outlook and rising unemployment, conflicts and natural disasters, post-pandemic recovery measures as well as environmental and technological transitions. Review recent frameworks related to resilience in TVET or broadly within education and explore the scope of drawing on and adapting such frameworks.
- ii. Undertake a critical review of the (i) different understanding of TVET resilience in the formal and non-formal TVET settings / in low, middle and high-income countries / across systems and delivery lines; (ii) normal versus extra-ordinary demands on TVET during pandemic and other disruptions (climate, technological, etc.); (iii) entry points for resilience building in the formal TVET systems and sector (focused on institutional systems and delivery methods).
- iii. Based on the review completed, propose working definitions of TVET resilience related to the different thematic foci of the project (greening and climate change, digitalization, inclusion and entrepreneurial learning).
- iv. Write a research inception report containing the proposed working definitions of TVET resilience, key research questions and criteria for research (which could lead to identifying gaps and areas for further investigation and in framing the conditions for building TVET resilience), and the initial findings from desk research/ and status quo.
- v. Present the report during a project event or progress meeting and gather feedback.

Objective 2: Develop a research methodology for carrying out the collection of data, analysis and verification of data

Tasks to fulfil Objective 2

- i. Create and finalize the research methodology and questions, informed by project stakeholders that may be involved, to provide their perspectives during the design phase through structured or bilateral meetings; develop data collection tools, adapted to different types of target population/ informants.
- ii. Test the developed tools/survey questions (ensuring that the methodology could touch upon all aspects of institutional approaches for exercising resilience or creating agile response (internal) and post-pandemic and other economic/societal/environmental/technological conditions (external); identify the perceptions held by the different stakeholder groups of TVET and gaps in understanding/capacity/unmet needs.
- iii. Identify the target population/ key informants from project partners* (institutions) and map the specific data collection methods with the target groups including individual interviews and focus group discussions that may be facilitated by UNESCO-UNEVOC and collaborating UNESCO field offices.
- iv. Gather data, analyse and validate/ triangulate said data; collect vignettes of TVET resilience across different types of TVET delivery system/ providers.
- v. Present the research framework during one of the virtual meetings to be organized under the project between June-July 2022 to enable a small group discussion and understand existing concept and understanding of TVET practitioners.

**Potential project partners may include a mix of governmental, non-governmental and private sector institutions such as Public TVET institutions, training providers and companies from developed countries with more advanced TVET systems, UNESCO field offices, development partners and private sector entities (including partners of UNESCO flagship initiatives like the Global Skills Academy).*

Objective 3: Develop a narrative Final Report

Tasks to fulfil Objective 3

- i. Write a final report containing the conceptual framework of building TVET resilience vis-à-vis contemporary issues in education, economy, social inequality and environment, the different parameters of understanding and ways for operationalization of resilience in TVET, the success factors for resilience building in TVET, evidenced by examples from the project, and the main findings of the research.

The report should be written in a format that could support the immediate development of a normative guidance document for building TVET resilience targeted at policy makers and decision makers.

Make a presentation on the key findings of the research at an in-person project learning event in Bonn, Germany to be organized by UNESCO-UNEVOC in the fourth quarter of 2022.

5. Other specifications

5.1 Language

All tasks and outputs to be prepared shall be conducted in English. Subject to fund availability, translation / interpretation services may be explored by UNESCO-UNEVOC for some selected output materials and activities.

5.2 Travel

Unless otherwise specified as part of the identified tasks under the contract, or specified in any amendment to the terms of reference, the Research Consultant will conduct and deliver most of the tasks remotely from the original place of residence of the Contractor.

The assignment requires one mission to Bonn, Germany in the fourth quarter of 2022 to present the findings of the research. Any travel necessary and essential to the deliverables of the project must be highlighted in the financial proposal and should be discussed with UNESCO UNEVOC prior to the start of the contract.

5.3 Geographical distribution and gender equality

The Consultant for this project shall consider geographical distribution, where possible, and gender balance when planning and conducting data gathering activities and other tasks for the project.

5.4 Data protection

The Research 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 the contract. It shall not be used or disseminated after the contract period or for any other purpose. All records of the personal information shared must be deleted after the contract.

6. Expected outputs, deliverables and timeline

| Outputs | Proposed Timeline* |
|--|--------------------|
| 1. A Research Inception Report containing the proposed working definition of TVET resilience, key research questions and criteria for research; participation in | 10 July 2022 |

| | |
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| virtual meetings to be organized by UNESCO-UNEVOC to present the research framework and gather feedback | |
| 2. A finalized and detailed research methodology including identification of target population/key informants; development and testing of the survey | 30 August 2022 |
| 3. Completed analysis of data including a draft compilation of vignettes of TVET resilience across different types of TVET delivery systems/ providers | 10 October 2022 |
| 4. Submission of the draft research report and attendance to a project learning conference to present the main findings of the research | 10 November 2022 |
| 5. A written final research report containing the conceptual framework, examples of ongoing and aspirational experiences of institutions for building resilience in TVET | 10 December 2022 |

**Assuming the contract is signed by 06 June 2022*

7. Remuneration

The Research 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 deliverables specified above and upon submission of detailed invoices/payment claims and satisfactory results of the deliverables.

Actual remuneration will be based on the invoices/payment claims provided by the Research 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 have to be agreed upon and prepared prior to payment of the invoice.

Contract N°:
(Please quote this reference in all correspondence and communications)

Attachment B

CONTRACT FOR INDIVIDUAL AUTHORS

THE UNITED NATIONS EDUCATIONAL, and
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:

| Payment N° | Upon submission to and approval by UNESCO of the following work | Article 1 Reference | Latest date for submission | Amount/Currency |
|------------|---|---------------------|----------------------------|-----------------|
| | | | | |

- 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:

Name:

Date:

Title:

Signature:

.....

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,

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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.

¹In 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.

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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. 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 IX. 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 X. 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 XI. Intellectual Property

1. 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.

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2.
 - a. In preparing the Work, the Individual Specialist shall bear in mind the provisions contained in the “Guide for the preparation of manuscripts” annexed to this contract.
 - b. The Individual Specialist shall also bear in mind that, in accordance with UNESCO publishing policy, all UNESCO publications are to be made available in Open Access, under the IGO-Creative Commons or any other open licensing system.
3. The completed Work shall be deemed acceptable to UNESCO unless it gives the Individual Specialist written notice to the contrary or indicates changes that it may consider desirable. In the latter case, such notice will set a time limit for the delivery of the requested changes; if acceptable changes are not delivered to UNESCO within the prescribed time limit, UNESCO may terminate this contract by written notice to the Author.
4. The Individual Specialist hereby grants to UNESCO:
 - a. The worldwide copyright in the Work, which shall, during the whole term of the copyright, have the exclusive right to translate, adapt, reproduce, perform, broadcast, communicate to the public, print and publish in any language and in any form the whole or any part of the Work, and to authorize others to exercise any or all of its rights hereunder.
 - b. It is understood that the manuscript and the accompanying data is complete in all respects and all property rights in such manuscript or other materials delivered to UNESCO pursuant to Article I shall become the sole property of UNESCO.
 - c. The worldwide irrevocable right to deposit the whole or any part of the Work in its multilingual Open Access Repository in electronic form. This entails the right of access to copy, usage, distribution, adaptation, for lawful purposes, within specified constraints.
 - d. The worldwide right to further assign licenses to allow anyone to use the content in the publication for any lawful activity, without any prior permission but with due credit to the Author and UNESCO for the original creation. Any transmission, reproduction, use or transformation of any content beyond permissible limit and for commercial gains will however require an express written permission of the copyright owner.
5. The Individual Specialist shall submit to UNESCO the Completed Work together with, all illustrations, tables, charts or other materials essential to the Work. It is understood that such materials are considered a part of the work and that all rights granted by the author to UNESCO hereunder apply to the use of such materials.
6. The Individual Specialist of the Work shall:
 - a. For all instances, categorically and clearly identify material(s) in the Work (e.g. texts, illustrations, tables, charts or materials etc.), where he/she does not own the copyright and will:
 - i. Expressly state in writing his/her ability, if any, to authorize use of such materials in the context of the Work as set forth in Article E above; or
 - ii. Provide UNESCO, free of charge, with written permissions (using the permission consent form annexed to this contract) secured from rights holders of such material(s) specifically authorizing its usage, as set forth above.
 - b. For all instances of inclusion of Third Party material(s), provide UNESCO with a copy of the written permissions obtained from the respective copyright holders, and indicate the form of

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acknowledgement, if any, stipulated by the owner of the rights as a condition for granting permission.

- c. An electronic copy of the completed work together with any source files and data, where available, for submission to the Open Access Repository. The publication will be made available through the Open Access Repository, immediately after the official date of publication, rendering it publicly available.
7. The Individual Specialist represents and warrants that:
 - a. He/she is the sole author of the Work, has the right to grant all rights referred to in this contract, has full power to execute this contract and to authorize the use of the Work as set forth in paragraph 4 above;
 - b. The Work is original and has not been published;
 - c. The Work does not infringe any copyrights or other rights, and contains nothing libelous or otherwise unlawful.
 8. The Individual Specialist agrees to indemnify UNESCO and hold it harmless against all loss, injury or damage (including any legal costs and/or other expenses properly incurred) occasioned to the Organization in consequence of any breach of the above warranty.
 9. UNESCO shall, where it deems appropriate, furnish the Individual Specialist with page proofs of the work (or retyped manuscript where composition is done by computer or similar means) and the Individual Specialist shall read, revise (if necessary) and return said proofs promptly. If revisions in the proofs, retyped manuscript or plates are made at the Individual Specialist's request other than to correct printer's or editor's errors or additions (for which UNESCO shall pay) the cost of such revisions in excess of 5 % of the cost of composition shall be charged to the Individual Specialist.
 10. UNESCO shall not be bound to publish the work.
 11. The granting of rights specified in Paragraph 4 bears no impact upon the moral rights vested with the Individual Specialist, save as expressly provided.
 12. UNESCO may, upon request authorize the Individual Specialist to publish or use the final draft of the Work under such conditions as UNESCO shall determine, subject to any obligations that UNESCO might have undertaken concerning the Work, and provided that UNESCO shall remain the copyright proprietor of the Work.
 13. Unless otherwise provided herein, the Individual Specialist shall bear all expenses involved in preparing the work in the form specified in Article 1 of the contract for Individual Authors and shall purchase any insurance which may be necessary in respect to any loss, injury or damage occurring prior to its receipt by UNESCO.

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

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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.

Article XV. Other provisions

1. The completed work shall be deemed acceptable to UNESCO unless it gives the Individual Specialist a written notice to the contrary or indicates changes that it may consider desirable. In the latter case, such notice will set a time limit for the delivery of the requested changes; if acceptable changes are not delivered to UNESCO within the prescribed time limit, the Organization may terminate this contract by written notice to the Individual Specialist.