



United Nations
Educational, Scientific and
Cultural Organization

Organisation
des Nations Unies
pour l'éducation,
la science et la culture

Contract for Individual Consultant (other Specialists)

Request for written proposal

Date:
06 August 2019

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

UNESCO is inviting written proposals from Individual Consultants 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 (see attachment A);
- (b) UNESCO's contract for Individual [Consultants; Authors; Photographers; Film/Video Specialists], the contracting modality used for these assignments (attachment B);

Your written proposal should comprise of:

- (a) A Technical Proposal consisting of
 - an up to date curriculum vitae, and
 - an approach and methodology for the assignment, a workplan and comments on the Terms of Reference if any (in brief).
- (b) The amount to be charged for the assignment, which should be quoted in US dollars or in euros only.

Your proposal and any supporting documents must be in either English or French.

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 no later than close of business (18:00) on 4 September 2019. E-mail proposals should not exceed 5MB.

The e-mail address is:

unevoc.hr@unesco.org

It is the individual's responsibility to ensure that his/her proposal is received by the deadline.

Thank you for your interest in this UNESCO assignment; and we look forward to receiving your proposal.

Terms of Reference

1. Background and Objective

- The UNESCO Recommendation concerning technical and vocational education and training (TVET) (2015) emphasizes the role of teachers and instructors in improving the overall quality and relevance of TVET systems and provision. The recommendation, along with other relevant policy instruments, puts an emphasis on making education and training systems ready for the future world of work and calls on preparing TVET teachers, trainers, tutors and facilitators with this in mind.
- Global disruptions like climate change, industry 4.0 and digitalization are leading to newer forms of work and employment. New jobs roles call for newer education and skilling paradigms, thereby creating the urgent need for updated curricula and flexible and responsive vocational training programmes. In many professions, like teaching, these shifts widen the skills gaps and accelerate the need for reskilling and upskilling to remain relevant. In many countries, recent TVET reforms have resulted in the expansion of training for teachers and instructors on new learning methods, curricula, pedagogy, technology, etc. However, given the sheer scale and speed of the labour market shifts, programmes are unable to keep pace or offer holistic competencies that are future-orientated. Moreover, TVET teachers and instructors have to be self-motivated to acquire necessary knowledge, skills, attitudes and values to keep pace with the sectoral and methodological changes.
- In recent years, both topics – the future of work and the future of learning – have been widely researched and debated in the context of global disruptions. However, the implications of these on the future of TVET teaching are yet to be fully unpacked, understood and converged into an actionable framework. Preliminary research and literature review points out that current TVET teaching may not be up-to-date, holistic and market relevant. Ongoing research on the topic vaguely points to the competency gaps and offers some direction to understanding TVET teaching in context of global disruptions. It leaves much scope for policy gap analysis and the review of trends that will most impact the teaching – learning experience at various vocational training locations and in different form of training. To address this gap and to study the implications of these disruptions on preparing TVET teachers and trainers, UNESCO-UNEVOC will conduct a trends mapping on the 'Future of TVET teaching'.

2. Purpose of the Assignment

- The overall purpose of the trends mapping study is to improve the understanding and identify factors shaping TVET teaching in context of global disruptions. It will investigate global trends in TVET teaching, looking at trends in teaching methods, new competencies, curricula, content, training format, etc. The study will examine the role of institutions from the perspective of: (i) key competencies in implementing vocational programmes in green jobs, digitalization, entrepreneurship and education for sustainable development; and (ii) institutional (national/regional/global) arrangements - exist and required - to fill these skills and capacity gaps. In doing so, the study will draw from the experiences from all regions of the world.
- The trends mapping process comprises of four parts :
 - i. **Review of policies and practices:** examination of current literature (academic, policy, guidelines, etc.) from national and international organizations on the future of TVET teaching.
 - ii. **Survey:** gather insights and examples of the implications that the disruptions in TVET have on the future of TVET teaching. The survey will be shared with the international TVET community, including members of UNESCO-UNEVOC's global platform, the UNEVOC Network.
 - iii. **Virtual conference:** to engage the TVET community in discussions on TVET teaching and receive feedback from a wide range of TVET stakeholders.
 - iv. **Trends webinar:** share the key findings of the study through an interactive webinar.
- 'TVET Teaching' is used here to widen the scope and look at the skills and competency gaps of teachers, instructors, facilitators offering vocational education and training at various learning locations (vocational schools, in-company, online or blended programmes, etc.). On the other hand, based on the impact of these transformations on future of work and learning, four areas – green jobs, digitalization, entrepreneurship and education for sustainable development (with a focus on global citizenship, equity and innovation) – have been selected to focus the research.

3. Duties/Tasks and Expected Output:

- **Briefing note (approx. 1100 words)** containing the background information about the topic and a brief description about the objectives and structure of the study.
- **Survey questionnaire for data collection:** the questionnaire aims to gather insights and examples of gaps, challenges and trends. It will be widely circulated amongst the international TVET community, including

members belonging to UNESCO-UNEVOC's global platform, the UNEVOC Network.

- **Review of policies and practices:** Compilation of current TVET teaching policies and practices from the identified countries/regions submitted in tabular format against an agreed analytical framework. Based on desk research and review of available literature - policy documents, research materials and interactions with national & regional institutes (need based).
- **Final report** summarizing the main findings, existing TVET teaching practices, innovative tools and best practices. The trends analysis report (approx. 20,000 to 25,000 words long) shall consist of:
 - i. A glossary of key terms and concepts
 - ii. An executive summary
 - iii. A clear introduction and background on the topic, including understanding of existing challenges, main gaps created as a result of global disruptions and their impact at a TVET system / policy level
 - iv. A review of publications, journal articles, position and working papers and reports from a variety of sources and the lessons learnt
 - v. One case study per region/cluster on future-orientated TVET teaching solutions covering all four areas – green jobs, digitalization, entrepreneurship and education for sustainable development (with a focus on global citizenship, equity and innovation) – from the perspectives outlined above from the UNEVOC Network and other partners
 - vi. Discussion/analysis on the future of TVET teaching, conducted on the basis of examples collected and the discussions through the virtual conference and questionnaire
 - vii. Conclusion, including challenges, recommendations/solutions and ideas for future UNEVOC activities
 - viii. References
 - ix. Annexes, including the virtual conference summary report
- **Virtual conference** aims to seek inputs from the larger TVET network on the gaps, challenges and opportunities with respect to new jobs and skills. Aligned with the overall direction of the trends study, this virtual conference will create an opportunity to collect data for the study as well as best practices/examples from participating members. The virtual conference will produce two outcomes (from the consultant):
 - i. It involves organizing a one-week virtual conference on UNESCO-UNEVOC's TVET Forum in October 2019.
 - ii. Summary report (approx. 3000 words) capturing the main outcomes of the virtual conference, especially the gaps, innovative solutions and best practices shared by participants.

- **Webinar** (with a UNEVOC Network member) to share the findings of the trend study. The webinar will provide an opportunity to validate and share the findings with the international TVET community.

4. Timetable and Deliverables

Briefing note and questionnaire	30 September 2019
Virtual conference	2-9 October 2019
Summary report of virtual conference	20 October 2019
Preliminary findings and draft report	15 December 2019
Final trends mapping report	31 January 2020
Webinar	10 February 2020

5. Qualifications

- Relevant university degree and relevant experiences in comparable work

6. Supervisory arrangements

- The Individual Consultant will conduct the work under the supervision of the Associate Publications Officer (UNESCO-UNEVOC)

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

and

(hereinafter called 'UNESCO')

7, place de Fontenoy, 75352
Paris 07 SP France

(hereinafter called 'The Individual
Specialist')

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 [dd/mm/yyyy] 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 [dd/mm/yyyy], and shall expire on satisfactory completion and delivery of the services described above, but no later than [dd/mm/yyyy], 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	Upon submission and approval by UNESCO of the following:	Reference Article 1	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 [] (state currency, which must be the same as the currency in article 6.3) 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 Bank:
Name of the Account Holder:
Number of Account:
IBAN Number:
SWIFT Address:

- 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 initialled 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 :

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

- (i) 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.
- (ii) 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

- (i) 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.
 - (ii) 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.
3. 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. *

* 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 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.

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

(ii) 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.

(iii) 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.

2. Other than the provisions set out in Article X, paragraph 1(ii), 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.

Initials:
