

## **Contract for Services or Individual Consultancy Request for Proposal/Quotation**

**Reference:** Monitoring and evaluation advisory services for the Bridging Innovation and Learning in TVET (BILT) Project Phase 3.2 (2024 & 2025)

**13 March 2024**

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

UNESCO is inviting written proposals/quotations from Individual Experts or companies for the work assignment described in Annex A.

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

- (a) Terms of Reference (see Annex A);
- (b) UNESCO's contract templates for 'Contract for Individual Consultants' (Annex B 1) & 'Contract for Services' (Annex B 2), containing the contracting modalities used for these assignments;
- (c) Background material concerning the work assignment (project overview Annex C).

Your written proposal should comprise of:

1. Two descriptions of the approach and methodology to be applied to fulfil the tasks for the two implementation periods as outlined in the attached Terms of Reference (Annex A)
2. A budgetary proposal based on the deliverables listed under point 5 of the Terms of Reference (Annex A). The proposal should be quoted as a lump sum in US Dollars or Euros.

3. Examples of previous projects undertaken that are of a similar nature
4. For companies: the organizational profile and the profiles or CVs of experts and mentors involved;
5. For Individual Experts: the CV of the individual.

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 assessing the proposals for the assignment, attention will focus, first and foremost, on the technical elements. From those proposals deemed suitable according to the requirements of the Terms of Reference, UNESCO shall select the proposal that offers best value for money.

**Your proposal should be submitted by email no later than 19 April 2024.**

**The email address is: [unevoc.bilt@unesco.org](mailto:unevoc.bilt@unesco.org)**

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

## Annex A

### Terms of Reference: Monitoring and evaluation advisor in the Bridging Innovation and Learning in TVET (BILT), Project Phase 3.2 (2024-2025)

#### 1. Project background, objectives and outputs to date

The BILT Project is implemented by UNESCO-UNEVOC with the support of the German Federal Institute for Vocational Education and Training (BIBB). BILT is sponsored by the German Federal Ministry for Education and Research (BMBF). In 2022, the BILT Project entered its 3<sup>rd</sup> phase, which will continue until 2025.

The purpose of the BILT project is to support TVET institutions in three geographical regions: Africa, Asia and the Pacific and Europe. Support takes the form of enabling and facilitating contacts across the three regions (**bridging**), providing opportunities to report on **innovations** and generating new knowledge and **learning** in TVET.

Phases 1 and 2 of the BILT project focused on setting up the project and identifying important TVET themes upon which to base work. The identification, integration and implementation of new qualifications and competencies (NQC)s has been a primary thematic focus. Within this theme, specific attention has also been given to policy responses and practical examples of how the dual transition of **greening** and **digitalization** is impacting TVET. Other focus themes of the project include **migration** and **entrepreneurship**. The project themes are addressed through multiple stakeholder lens (macro, meso and micro).

The primary **outputs** of the BILT project are classified into three lines:

- (i) **Bridging:** activities include regional/global conferences and workshops;
- (ii) **Innovation:** knowledge products on the BILT themes and *ad hoc* case studies on Innovation and Learning Practices (ILP); and
- (iii) **Learning:** a peer-learning webinar series (Learning Labs) and a self-assessment tool for TVET providers on NQC)s.

#### **Stakeholders of the BILT project are:**

**Project donor:** Federal Ministry of Education and Research (BMBF), Germany

**Project implementers:** UNESCO-UNEVOC with the support of the Federal Institute for Vocational Education and Training (BIBB), Germany

**Project participants/beneficiaries:** TVET stakeholders in Africa, Asia and the Pacific, and Europe, including UNESCO-UNEVOC Network members and BIBB partners.

#### 2. Monitoring and Evaluation of the BILT project

The BILT project has undergone an evaluation of Phases 1 and 2 (according to OECD-DAC criteria). Given the extended period for Phase 3 (4-years), a regular and routine M&E role is required and has been in place since 2022. The architecture of the BILT project includes a logical framework with impact, outcome and output indicators (both quantitative and qualitative) and annual targets.

To give an idea of the size and scope of the BILT project, Annex C provides an overview of project milestones, activities and outputs. The working language of the project is English (some project activities have taken place with French translation).

### 3. Duration of assignment

The deliverables outlined below shall be developed between March 2024 and November 2025. During this period, the contractor will enter into two separate contracts with UNESCO-UNEVOC – one for the period March to November 2024 and another for the period March to November 2025. The contracts for each period will have separate terms of reference as well as separate sets of deliverables.

### 4. Objectives, outputs and tasks under this assignment

UNESCO-UNEVOC is engaging a contractor to support the monitoring and evaluation (M&E) of the BILT project. The assignment includes monitoring, evaluating and providing recommendations on the progress of the BILT project (Phase 3) on a half-yearly basis in line with the project objectives, results framework and M&E toolkit. The results of the M&E will feed into the regular reporting to the donor as well as UNESCO.

#### **Tasks and outputs for 2024:**

1. Assessment of the existing Phase 3 project log frame and indicators.
2. Review of project documentation to date (especially the evaluation of Phases 1 and 2, as well as monitoring reports of 2022 and 2023; current monitoring plan)
3. Update of the Monitoring plan, based on the log frame and project description; review and update of data collection and analysis methods:
  - a. Update of the existing methodology to measure the progress in each indicator target and according to the 3 lines of the BILT project (Bridging, Innovation and Learning), as necessary;
  - b. Update / adapt the data collection method for each quantitative and qualitative indicator which are monitorable within the team, as necessary;
  - c. An online presentation to the BILT team on the updated monitoring plan.
4. Two biannual reports, one for semester 1 (January 2024 – June 2024) and one for semester 2 (July 2024 – November 2024), including one round of revision by the BILT project team.
  - a. Gather and clean indicator specific data received from the BILT project team in a prescribed format;
  - b. Analyze data as per the BILT Results Framework and M&E Toolkit;
  - c. Prepare and submit biannual M&E reports;
  - d. Diagnose achievements, gaps and recommendations for the project on an annual basis.

#### **Tasks and outputs for 2025:**

5. Two biannual reports, one for semester 1 (January 2025 – June 2025) and one for semester 2 (July 2025 – November 2025), including one round of revision by the BILT project team.

- a. Gather and clean indicator specific data received from BILT project team in prescribed format;
- b. Analyze data as per the BILT Results Framework and M&E Toolkit;
- c. Prepare and submit biannual M&E reports;
- d. Diagnose achievements, gaps and recommendations for the project on an annual basis

As with all monitoring work, these activities and outputs should respect the following principles:

- Be **proportionate** to available project resources (staff capacity/capability, time and budgets); and
- **Respectful** of data protection, confidentiality and anonymity requirements balanced with a stakeholder participatory approach (including a gender and regional balance of views).

## 5. Timeline and deliverables

The project timeline is from March 2024 to November 2025. The activities and outputs described above will take place periodically throughout 2024 and 2025. Two proposals are to be submitted: one for the deliverables to be submitted between March and November 2024 (Year 1 – deliverables 1, 2, 3 and 4) and another for the deliverables to be submitted between March and November 2025 (Year 2 – deliverable 5). The expected deliverables and deadlines are presented in the table below.

Deliverables	Timing
1. Review of data collection and analysis methods for existing and new indicators (in consultation with the BILT team members responsible for the different activities); suggest improvements to the current monitoring plan, based on project requirements and on recommended practice.	End May 2024
2. Mid-year M&E report on the achievement of the targets and indicator measurement (2024 S1)	End July 2024
3. End-year M&E report on the achievement of the targets and indicator measurement (2024 S2)	End November 2024
4. Mid-year M&E report on the achievement of the targets and indicator measurement (2025 S1)	End July 2025
5. End-year M&E report on the achievement of the targets and indicator measurement (2025 S2)	End November 2025

## 6. Remuneration

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

Remuneration will be made in instalments based on the structure of deliverables suggested above after the submission of a detailed invoice/payment claim and satisfactory results of the deliverables.

Should the final invoice amount exceed the amount under Article I.6, an amendment will need to be agreed upon and be prepared prior to payment of the invoice.

## 7. Travel and remote arrangements

This assignment does not require missions or travel by the contractor. All tasks to prepare the deliverables are expected to be conducted remotely from the duty station of the contractor. The contractor is responsible for organising their own technical and other arrangements to participate in virtual meetings with the project team.

## 8. Other Specifications

Working requirements and protocols: all deliverables and meetings will take place in English. The revised **monitoring plan** should not exceed 30-40 pages (excluding appendices). The plan will provide a structure for indicators, data collection protocols as well as descriptions of how to analyse the data as agreed with the project team. The monitoring plan must present clear parameters to data collection such as frequency, source, and potential to triangulate. Methods proposed must include clear descriptions of purpose and requirements (e.g., equipment; software; numbers of participants; disaggregation criteria; staff resources) as well as content (open/closed questions/surveys) and how they will be assessed/scored and/or coded (e.g., Likert scales; ranking; rating). The plan must be designed according to UN standards and requirements of the UN Evaluation Group (UNEG, for example including gender) and OECD-DAC criteria and must be mindful of data protection (General Data Protection Regulation GDPR) and any Covid protocols.

Quality of language and presentation standards: the English used in all deliverables should be of a high standard and should take into account UNESCO's style manual requirements. It should be understandable, avoiding jargon and technical language. UNESCO's Style Manual for English can be found at: [https://unesdoc.unesco.org/ark:/48223/pf0000141812\\_eng](https://unesdoc.unesco.org/ark:/48223/pf0000141812_eng)

Confidentiality and ownership: all rights related to the services provided by the Contractor under this contract, including rights of ownership are vested in UNESCO, which alone holds all right of use.

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

## 9. Eligibility criteria

UNESCO-UNEVOC is seeking a contractor to undertake these tasks. The contractor should include the following qualifications and skills:

1. A university-level degree or post-graduate degree in the fields of education, social sciences, public or business administration and management and related fields.
2. At least 5 years of continuous experience in monitoring and evaluation.
3. Experience in mixed methods of data collection and analysis (including the use of appropriate technology to facilitate remote data collection).
4. Excellent communication skills in English (both written and oral).
5. Knowledge of the TVET context and policy trends (as related to the BILT project themes)

6. Knowledge of the role of the UN and its programmes.

10. [List of attachments](#)

Annex B 1: UNESCO contract template for individual contractors

Annex B 2: UNESCO contract template for companies

Annex C: Project background for **BILT Phase 3**



Contract N°:

(Please quote this reference in all correspondence and communications)

## CONTRACT FOR INDIVIDUAL CONSULTANTS

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:

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Electronically approved in UNESCO system on by .

Individual Specialist:

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

Name:

Date:

Title:

Signature:

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## GENERAL TERMS AND CONDITIONS

### Article I. Legal Status

1. Individual Specialist is neither a staff member under the UNESCO Staff Regulations and Staff Rules nor an official under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). He/she may, however, be given the status of 'expert on mission' within the meaning of Annex IV of the said Convention.
2. Any immunities and privileges that may be accorded the Individual Specialist by a government are conferred in the interests of UNESCO. Any such immunities and privileges shall not be invoked to excuse the Individual Specialist from discharging any private obligations or from observing laws and police regulations. Should a question of immunities and privileges arise, the Individual Specialist shall immediately report to the Director-General of UNESCO, who shall decide whether they shall be waived.

### Article II. Obligations

1. The Individual Specialist is subject to the authority of the Director-General of UNESCO and is responsible to the Director-General in the performance of his/her work.
2. The Individual Specialist's responsibilities are exclusively international. By accepting a contract with UNESCO, the Individual Specialist undertakes to carry out the work given to him/her and to regulate his/her conduct with the interest of the Organization only in view.
3. In providing his/her service, the Individual Specialist shall neither seek, nor accept, any instructions from any government or any authority external to the Organization, except as may be authorized by the Director-General of UNESCO.
4. The Individual Specialist shall conduct him/herself at all times in a manner befitting his international status. He/she shall not engage in any activity that is incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence and impartiality that is required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status.
5. The Individual Specialist shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her assignment, except by authorization of the Director-General of UNESCO. These obligations remain binding even after the expiry of the contract.
6. If the Individual Specialist, by malice, culpable negligence or failure to observe any applicable rule, involves UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation.

### Article III. Declaration of Compatibility of the Professional Status

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

Initials:

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.<sup>1</sup>

## 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.

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<sup>1</sup> 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.

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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. Title Rights

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

## Article IX. Protection of Personal Data

1. The Individual Specialist shall ensure an appropriate protection of Personal Data he/she uses when performing his/her duties in accordance with UNESCO's Principles on Personal Data Protection and Privacy and the Personal Data Protection and Privacy Guidelines (Administrative Manual Chapter 17). Personal Data includes any information relating to a data subject who can be identified from that data, either directly or indirectly, by reference to this data and reasonably likely measures, and which is processed by or on behalf of UNESCO in carrying out its mandated activities.
2. Personal Data shall be processed solely for the purpose of undertaking the present contract and with due regard to confidentiality.
3. The Individual Specialist warrants and represents that he/she shall comply with the applicable UNESCO information security standards.
4. The Individual Specialist shall not access, collect, use, disclose or dispose of Personal Data in ways that do not comply with the Principles on Personal Data Protection and Privacy. He/she shall ensure that Personal Data is not released, used, handled or destroyed in unauthorized ways or otherwise ways that may pose risks of harms to individuals or groups of individuals.
5. The Individual Specialist shall immediately report a lost or stolen device containing Personal Data to the UNESCO IT Service Desk or Field Unit IT Support. The Individual Specialist shall promptly notify the staff responsible for the contract of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of the present Article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.
6. The Individual Specialist shall notify staff responsible for the contract within 5 (five) working days of any complaint by a data subject in respect of his/her Personal Data.
7. The obligations and restrictions in the present Article shall be effective during the term of the present contract, including any extension thereof, and shall remain effective following the expiry date or the termination of the present contract, unless otherwise agreed between the parties in writing.
8. Unless otherwise agreed between the parties in writing, within 10 (ten) working days after expiry date or the termination of the present contract, whichever comes first, the Individual Specialist shall return all Personal Data collected and/or used for the performance of the present contract to the staff responsible for the contract in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of those Personal Data. The Individual Specialist shall provide written confirmation to the staff responsible for the contract that he/she has fully complied with the

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requirements set out in the present Article within 10 (ten) working days after the expiry date or the termination of the present contract, whichever comes first.

## Article X. Medical Clearance

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

## Article XI. Insurance

1. The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.
2. The insurance provides for compensation in the case of: (a) death or permanent total disablement; (b) permanent partial disablement; (c) temporary total disablement. Coverage for temporary, partial disablement is not included. The capital sum insured shall be up to a maximum of 85 000 USD. The scale of compensation payable will be in accordance with the terms and conditions of UNESCO's policy with its insurer. Medical expenses attributable to work-incurred accidents or illnesses are paid up to a maximum annual amount of 10 000 USD.
3. If any injury, illness or death for which compensation is payable under the above provisions is caused in circumstances which, in the Director-General's opinion, create a legal liability on the part of a third party to pay damages, the UNESCO Director-General may, as a condition of granting compensation, require the Individual Specialist to whom it is granted to assign to the Organization any rights of action which he/she may have against such a third party. The Individual Specialist shall thereupon furnish to UNESCO any data or evidence which may be available to him/her, and shall render all other assistance which may be required in prosecuting any claim or action against such a third party. He/she shall not settle any such claim or action without the consent of the Organization; UNESCO shall be entitled itself to do so or to require him/her to do so upon such terms as seem reasonable to it.

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

## Article XII. Title to Equipment

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

## Article XIII. Termination

1. UNESCO or the Individual Specialist may cancel the contract before it has come into effect by giving written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the contract with shorter notice, the Individual Specialist is entitled to 5% of payment for each month of service provided by the contract, subject to a maximum of 30% of the total amount.

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2. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month's written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the Individual Specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the Individual Specialist, or of the inability of the Individual Specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.
3. Notwithstanding the provisions of Article XII, paragraphs 1 and 2, in the event of breach of contract, including false declarations, on the part of the Individual Specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

#### Article XIV. Arbitration

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

#### Article XV. Amendments

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

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Contract N°:

(Please quote this reference in all correspondence and communications)

## CONTRACT FOR SERVICES

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION

and Name

(hereinafter called 'UNESCO')

(hereinafter called 'the Contractor')

the headquarters of which are situated in Paris  
*BONN / UNEVOC*

Address

*Germany*

Vendor  
number

### 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 at 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 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):

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

### 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:

	Detailed Description	Amount/Currency
(i)		

### 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 initialled 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:

.....

Electronically approved in UNESCO system on by .

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

Name:

Date:

Title:

Signature:

.....

## GENERAL TERMS AND CONDITIONS FOR SERVICES

### 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, officers, 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, officers, 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

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or

Initials:

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. UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

#### **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 cause this Contract at any time upon 15 days 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 wish to seek 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**

18.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter-alia, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

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.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

#### **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

Initials:

Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

## 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. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract.

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.

## 28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful

Initials:

destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

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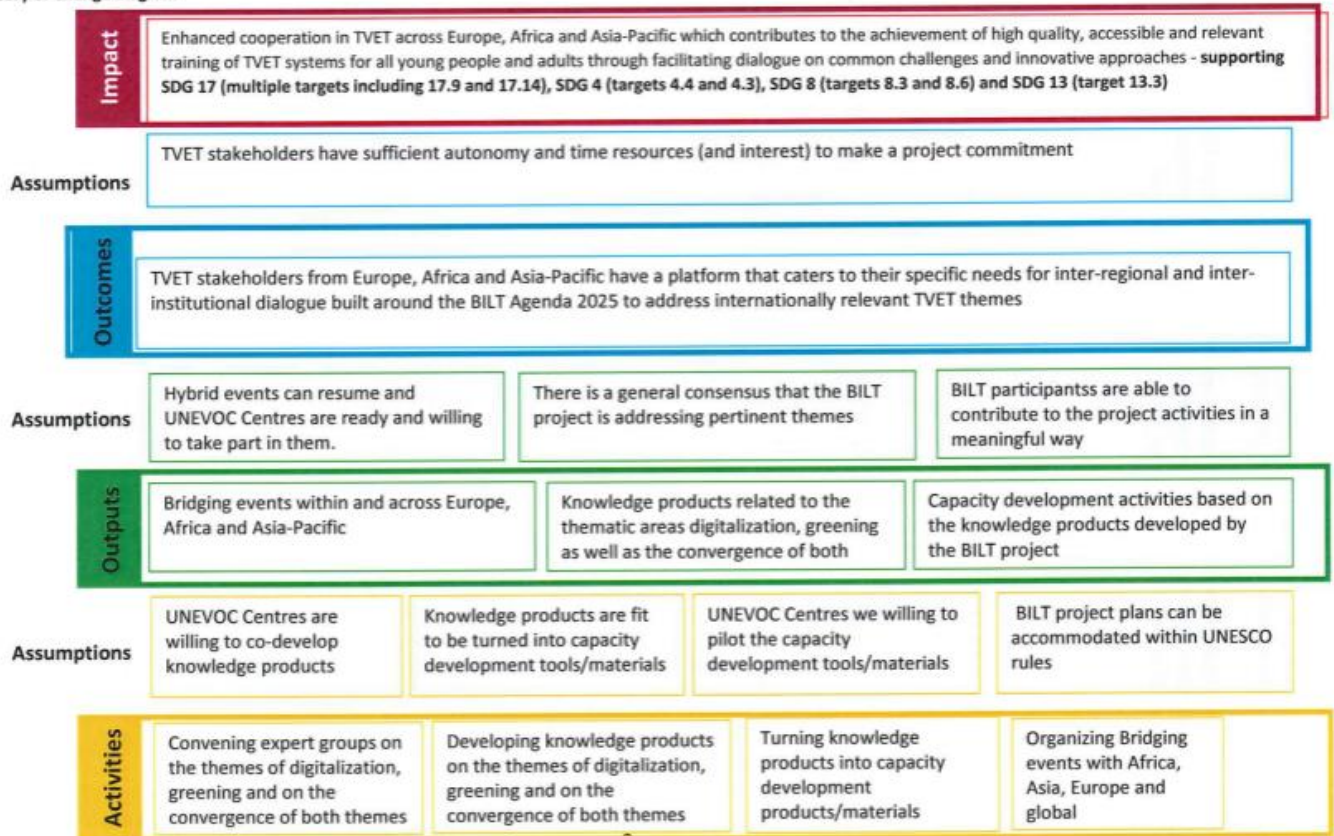
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## Annex C – Overview of BILT Phase 3

Please refer to the BILT project website [BILT: Bridging Innovation and Learning in TVET \(unesco.org\)](https://www.unesco.org/bilt) for an overview of project activities and themes. To give an idea of the size and scope of the project, the following theory of change diagram, and a monitoring and evaluation plan are provided. The project is underpinned by a results-based framework with indicators and a risk log.

### BILT Phase 3 Theory of Change

Theory of Change diagram





## BILT Monitoring and Evaluation framework

**Impact:** Enhanced cooperation in TVET across Europe, Africa and Asia-Pacific which contributes to the achievement of high quality, accessible and relevant training of TVET systems for all young people and adults through facilitating dialogue on common challenges and innovative approaches - **supporting SDG 17 (multiple targets including 17.9 and 17.14), SDG 4 (targets 4.4 and 4.3), SDG 8 (targets 8.3 and 8.6) and SDG 13 (target 13.3)**

Quantitative and/or qualitative performance indicator (PI):	Baseline (B):	Metric	2022 Target	2023 Target	2024 Target	2025 Target	Source	Means of verification	Frequency	Responsible
Percentage change in the number of TVET stakeholders from Europe, Africa, Asia-Pacific engaged in different BILT activities (disaggregated by region, institution type, UNEVOC network membership) and their length/type of involvement <sup>4</sup> in Phase 3 compared to Phases 1 and 2.	TBC	TBC	To form baseline	>20% (average) increase across 'Bridging' and 'Learning' events >50% of BILT participants engage in more than one event			Network	Monitoring BILT events, publications and other activities. BILT mid-term and end-term evaluation.	Continuous	UNESCO-UNEVOC

**Purpose and use of the metric:** to assess project engagement in terms of number of participants (are they increasing) and the intensity of their engagement (are stakeholders becoming more involved in the project). The data collected should provide these figures disaggregated by region and type of participant. Survey data will be used to rank the importance of BILT participation for the stakeholders (e.g., compared to other networks they may participate in). This will also form an indicator of sustainability. These metrics will be fed back to the donor (BIBB/BMBF) to assess the value-added of the project in terms of its wider impact in the TVET community (and for each participant).

**Outcome:** TVET stakeholders from Europe, Africa and Asia-Pacific have a platform for inter-regional and inter-institutional dialogue to discuss internationally relevant TVET themes

Quantitative and/or qualitative performance indicator (PI):	Baseline (B):	Metric	2022 Target	2023 Target	2024 Target	2025 Target	Source	Means of verification	Frequency	Responsible
Feedback indicators (quantitative and qualitative) from BILT events and from the UNEVOC network members from Europe, Asia-Pacific and Africa	To be measured from Y1	TBC	To form baseline	<40% attrition rate (average) >70% of those surveyed indicate satisfaction (average across events)			Network	Attrition rates during online and hybrid events Post-event survey Focus groups/case studies	After each event Biennial evaluation	UNESCO-UNEVOC (+ external evaluator)
Number and types of stakeholder contributions during BILT events*	To be measured from Y1	TBC	To form baseline	Registration (tracking new participants)			Internal data	Indicator to be defined in Y1	Monitored after each event	UNESCO-UNEVOC

<sup>4</sup> An indicator to measure impact will be based on a composite scorecard (either per participant and/or type of activity). The composite indicator could be scored by e.g. a presentation at an event; contribution to a publication; expert group contribution; submission of an innovative example.

**Purpose and use of the metrics:** to assess progress and success in BILT events and how they contribute over time to network building. For example, are there sufficient events and projects taking place to maintain engagement? These metrics will be used to feed back to the donor about the design of the BILT project (as summative feedback – achievements, and formative feedback – what could be improved). The outcome indicators will include data from the output indicators

Output 1: Bridging events within and across Europe, Africa and Asia-Pacific										
No of 'Bridging' events per theme within each region*	N/A	Count	1	2	1	2	Internal data	Each event is tracked whether virtual, face-to-face or hybrid	At each event	UNESCO-UNEVOC
Biennial BILT Learning Forum*	N/A	Count		1		1				
Feedback from participants			>70% respondents rate satisfactory							
Online knowledge and interactive platform for members and the public*	0		Online	User data	User data	User data		User data will be tracked	Continuous	
No of external speaking events to present BILT by the BILT team		Count	2	2	2	2		Internal tracking	Continuous	
Output 2: Knowledge products related to the thematic area digitalization and greening										
Scoping surveys related to BILT themes across Europe, Asia-Pacific and Africa	N/A	Count		3		3	Internal data	Internal tracking	Continuous	UNESCO-UNEVOC
No. of Thematic BILT publications	Biennial	Count		1		1		Internal tracking		
No. of ILPs (Innovative and Learning Practices)	40	Count	8	8	8	8		Internal tracking (numbers submitted and published)		
Feedback from users	N/A		>70% respondents rate satisfactory					Online survey		
New thematic area agreed within BILT (related to gender and/or inclusion)	N/A	Workshop		1		1		Outcome of workshop		
No. of expert group meetings	N/A	Count	1	2	1	2				
Output 3: Capacity development activities based on the knowledge products developed by the BILT project										
No. of BILT Learning Lab events per year	N/A	Count	3	2	3	2				
Capacity building activities (e.g. training event and/or development webinars)	N/A		1	1	1	1		Internal tracking of participants and/or product use		
Feedback from users	N/A	Case study	Up to 5 case studies/biennium					Voluntary focus group/case study		
Practical tool development	0		1		TBC			Publication and online		