

Contract for Services

Request for Quotation

Reference: Creating an online repository of information on digital skills and competences in TVET and preparing articles on key debates

1 September 2021

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

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

UNESCO-UNEVOC is seeking a team of 2-3 people to undertake this assignment (**one of which must be designated as the team leader**). The team **must** be able to work across different global regions. The team 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. Experience in the definition and development of digital competences and frameworks
3. Experience in developing online presentation of data and news items (both the back-end requirements and front-facing presentation)
4. Knowledge of policy/research and implementation topics of interest in digital competence frameworks (their design and implementation)
5. Excellent communication skills in English (both written and oral)
6. Knowledge of the role of the UN and its programmes.

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

- a. Terms of Reference (attachment A);
- b. UNESCO's contract templates for 'Contract for Services' (attachment B)

Your proposal should comprise of:

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

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

Your proposal should be submitted by e-mail to s.elson-rogers@unesco.org no later than

01 October 2021 (original deadline has been extended)

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

Terms of Reference: From digital skills to digital competence to digital intelligence for TVET learners and teachers/trainers – creating a repository of information and debate

1. Project background: digital skills and competences in TVET

The proliferation of digital technology, the speed of change and uncertainty about its impact presents a new paradigm where TVET providers, staff and learners must adapt simultaneously to changing labour market needs, public policy requirements and new teaching and learning technology. The additional disruption caused by Covid-19 has both required and enabled digital adaptation in the teaching and learning process.

The impact of digitalisation on TVET can be framed around two dimensions for TVET providers:

- (i) delivering training to give learners labour market relevant **competencies**
- (ii) utilising new technology to **improve teaching and learning processes**

These dimensions are not new for TVET providers. They are expected to adapt to labour market demands and to create flexible pathways, which integrate practical and work-based learning designed to meet the needs of different learners. Depending on the context, TVET providers have varying levels of public and private sector support and resources to respond to new labour market digital requirements and to integrate technology into the learning process. The TVET institutional context sets the degree of decision-making autonomy and regulations guiding what providers and practitioners can and cannot change.

In some contexts, TVET policy makers, national agencies and private sector organisations have developed digital skills and competence frameworks. Such frameworks attempt to define and classify:

- **learner** outcomes by levels of digital skills/competence
- **Instructor/teacher/trainer** expected levels of digital skills/competence
- **TVET provider** organisational readiness and adaptation to digital skills/competence needs.

These frameworks have different status in public policy (for some examples, see Annex (I)).

There are also numerous forums, *ad hoc* projects and publications on digital competence frameworks for citizens, learners and teachers/trainers.

2. Objectives and expected outputs of the study

In this context, UNESCO-UNEVOC is engaging a contractor to create a repository of information and debate on digital skills and competences by bringing these resources together across all regions.

The **objectives** of the assignment are threefold:

- (i) to position UNESCO-UNEVOC as the '**reference point**' for information on digital competences and digital competence frameworks for national and international TVET

policy makers, researchers and practitioners (especially national TVET teacher training organisations).

- (ii) To promote international discussion in topics related to digital competences for TVET teachers, trainers and learners.
- (iii) To assist countries wanting to design, implement and/or improve, and/or cooperate on their digital competence frameworks.

The expected **outputs** of the assignment comprise:

- (i) **Content** to present on an **online** webpage with links to digital skills/competence frameworks (categorised) is provided
- (ii) Typology of frameworks highlighting convergence and divergence
- (iii) 5 articles (appropriate for presentation **online**) on interesting aspects of digital competence framework design and implementation
- (iv) Information dissemination seminar (for stakeholders creating/implementing digital competences frameworks)
- (v) 2-3 capacity building online workshops (for TVET providers implementing frameworks)
- (vi) Follow-up action plan (for UNESCO-UNEVOC)

The **target groups** include all types of UNEVOC Network members (policy makers, researchers and practitioners) across all **global regions**. *The composition of the proposed team must be able to cover the geographic range of UNESCO.*

3. Activities required under this study

Under the supervision of the Innovation and Future of TVET (IFT) Programme Officer at UNESCO-UNEVOC, the contracted team shall perform the following tasks:

- Review and typologise digital competence definitions and frameworks being used worldwide highlighting areas of convergence and divergence. The review should include national and regional frameworks including those developed by public and private organisations. As part of this activity, the contracted team must consider the following:
 - **The focus of this assignment is on digital competencies frameworks specific and/or applicable to TVET.**
 - The review must be suitable for an online presentation and consideration must be given to webpage design and presentation (according to UNESCO-UNEVOC requirements).
 - Contacts should be built with other stakeholders responsible for digital competence frameworks (both national and international)
- Identify 'hot topic' issues e.g. applying digital competences in work-based learning and apprenticeships; digital skills/competences for multi-generational teachers and learners; public-private cooperation in digital competence design/implementation; digital competences in different regions; the speed of change in digital technologies and how they can be used versus the (slower) process of digital competence definition. **5 topics will be selected in cooperation with UNESCO-UNEVOC. The contractor will prepare articles on these topics for online presentation.**
- Prepare an information dissemination (closed participation) online seminar with the organisations tasked with designing digital competence frameworks (both public and private)

sector from across different geographical regions). **The contractor will lead the organisation of this seminar** with UNESCO-UNEVOC. The purpose is to generate a discussion amongst stakeholders in the design process.

- Prepare 2-3 capacity building online workshops with open participation of the UNESCO-UNEVOC network and other interested parties (target participation >100 TVET policy makers, practitioners and researchers).

The **activities** required to achieve the outputs will be discussed and adjusted as the project develops.

4. Timeline and deliverables

The project timeline is from October 2021 to mid-2022. The expected deliverables and deadlines are presented in the table below.

Deliverables	Timing
1. A workplan with a proposed method.	2 weeks after contract signed
2. Initial review and presentation of interim report (agree further work, typologies and web-based presentation)	Mid-November 2021
3. Final review of the frameworks; typologies and discussion and agreement of 'hot topics'	Early December 2021
4. 5 articles drafted and presented (+/-2,500 words)	End-February 2022
5. Online stakeholder seminar	March 2022
6. Online capacity building webinars	March-June 2022
7. Project review and future action plan	June 2022

5. Remuneration

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

Payments will be made in instalments based on the structure of deliverables specified above and upon submission of a detailed invoice/payment claim and satisfactory results of the deliverables.

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

6. Travel and remote arrangements

Due to current travel restrictions, it is expected that all tasks to prepare the deliverables are conducted remotely from the duty station of the contractor. The contractor is responsible for organising his/her own technical and other arrangements to participate in virtual planning meetings with the project team and to organise interviews with key informants of the project in different places and time zones. **If the situation changes in 2022 and travel becomes viable and**

desirable to fulfil the outputs of this contract, a contract amendment will be made to include travel costs.

7. Other Specifications

Working language: all deliverables and meetings will be required in English.

Written deliverables: all written documents must be suitable for online presentation. Project reporting must include clear descriptions of how information has been found and sourced (including a list of people/organisations consulted).

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

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.

Contract N°:

(Please quote this reference in all correspondence and communications)

CONTRACT FOR SERVICES

 <p>United Nations Educational, Scientific and Cultural Organization</p>	THE UNITED NATIONS	and	Name
	EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION		
	(hereinafter called 'UNESCO')		(hereinafter called 'the Contractor')
	the headquarters of which are		Address
	situated in Paris <i>BONN / UNEVOC</i> <i>Germany</i>		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 another currency than US\$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

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

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

3.1.4 All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Contractor.

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

Name of the Bank:

Address of the Bank:

Name of the Account Holder:

Number of Account:

3.2 Instalments

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

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.

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:

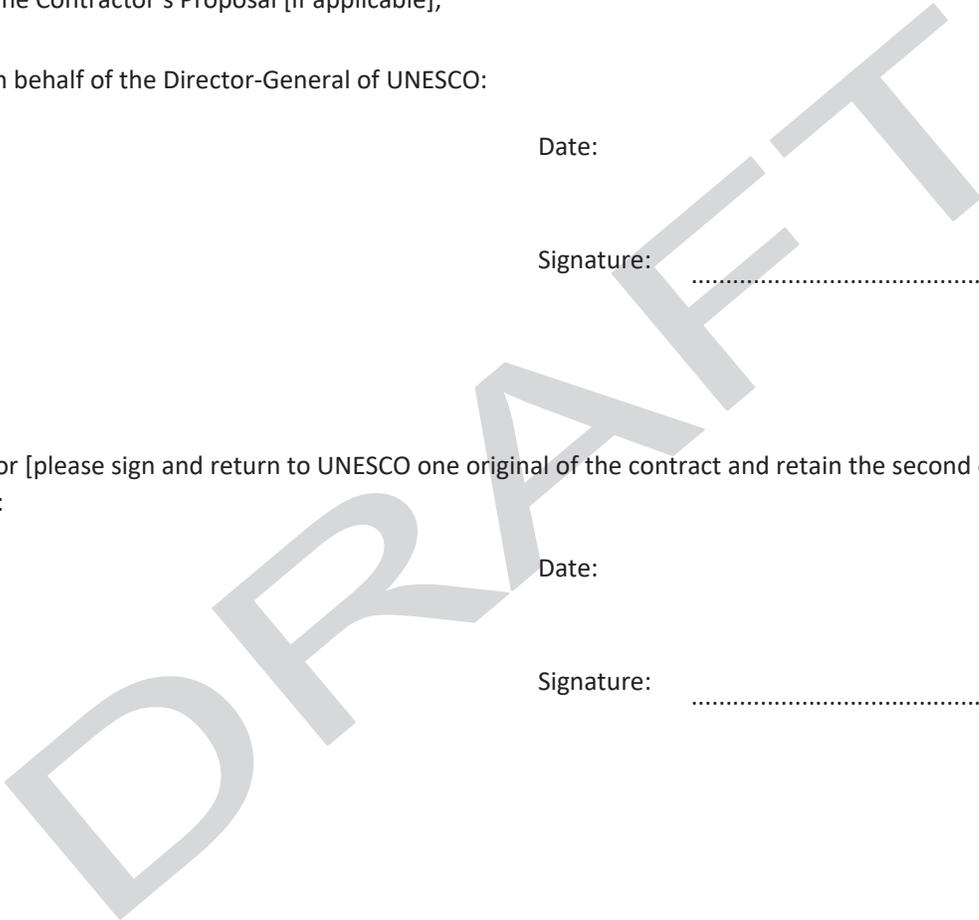
Name: _____ Date: _____

Title: _____ Signature:

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

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private

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advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without 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 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

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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 <http://www.un.org/docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

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