

Contract for Services

Request for Quotation

Reference: Building the capacity of managers and teachers to deliver digital services in TVET

18 December 2020

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

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

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

- a. Terms of Reference (attachment A);
- b. UNESCO's contract template for Contract of Services, the contracting modality used for these assignments (attachment B);
- c. Background material concerning the work assignment (attachment C)

Your written proposal should comprise:

- I. A description of the approach and methodology that will be applied to fulfil the tasks as outlined in the attached Terms of Reference (attachment A);
- II. Examples of previous projects undertaken that are of similar nature;
- III. A budgetary proposal based on the deliverables (item 4) as outlined in the attached Terms of Reference (attachment A);
- IV. The organizational profile and the profiles or CV's of experts and mentors involved;
- V. The amount to be charged for the assignment, which should be quoted in US dollars only.

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

Your proposal should be submitted by e-mail to j.liebe@unesco.org no later than **17:00 (CET) on 12. January 2021**.

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

Attachment A: Terms of Reference

Building the capacity of managers and teachers to deliver digital services in TVET

1. Background

The COVID-19 pandemic is substantially challenging the world economy. 1.2 billion workers are projected to be affected by job losses, displacement, and reduced working hours. In addition to economic and health concerns, the pandemic has also significantly impacted the education sector.

The contribution that TVET institutions can make to the post-COVID 19 recovery is threefold. First, they can help manage skill gaps and shortages by providing short-term training to meet the urgent demand for skilled workers in essential job and other sectors highly impacted by the pandemic. Second, well-placed TVET institutions can assess the impact of the pandemic on labour market skills demands and make the necessary systemic adjustments to provide re-skilling and upskilling programmes. Third, they can take the opportunity to strengthen their own preparedness for future crises and disruptions.

UNESCO-UNEVOC's Sector Programme Technical and Vocational Education and Training (TVET) "Strengthening the responsiveness, agility and resilience of TVET institutions in the post-COVID-19 era" is conceived to help alleviate the immediate, mid- and long-term effects of the global crisis by providing TVET institutions and training providers, especially those in the developing world, with opportunities to address the aforementioned three functions in the post-COVID-19 era.

This Request for Quotations is part of the Project's activity cluster 2 (see Attachment C), which seeks to build the capacity of managers and teachers in TVET institutions to better deliver digital services in TVET.

2. Purpose of the Assignment

TVET institutions around the world seek to establish, expand or improve their digital services and delivery. TVET managers and teachers face a variety of challenges in their efforts to improve their services, but often have little access to guidance and mentoring programmes that support their efforts.

The purpose of this assignment is to provide guidance and support to TVET institutions who seek to develop their digital services, such that they become more agile and resilient to crisis, such as posed through COVID-19.

3. Tasks and Expected Outputs

Under this contract, the Contractor will be responsible for:

1. the delivery of 3-6 webinars for the UNEVOC Network, targeting typical challenges of institutional managers and teachers of TVET institutions who seek expand or improve their digital services and delivery. The concept of the webinars shall be completed in consultation with UNESCO-UNEVOC. For each webinar, a short concept note and programme shall be submitted to UNESCO-UNEVOC 10 business days in advance, so that the webinar can be advertised.
2. the delivery of mentoring programmes for 5 (five) TVET schools, supporting them in developing or further improving their digital services or delivery, reaching at least 10 (ten)

managers and teachers in each institution (total: minimum 50 managers and teachers trained).

The mentoring programme shall include the introduction of the selected topics and provide relevant background/support materials; provide opportunities for self-assessment and identification of goals; and mentoring on effective solutions in response to the mentees' challenges.

In particular, the mentoring programme shall:

- Support managers to set up or improve the digital delivery of their institution's services
- Support TVET teachers to acquire teaching methods that are most effective for digital delivery and have the greatest possible impact for learners
- Ensure greatest possible effectiveness of learning when using distance learning approaches

The mentoring shall be provided in English, Spanish and French, as required by the mentee institution.

Additionally, it is expected that the Contractor compiles a short summary of the support extended to each of the institutions and the preliminary outcomes of their mentoring effort.

4. Timeline and expected deliverables

The Contractor shall deliver the following outputs:

Deliverable 1 – by 15 February 2021

- Final concept notes for the webinars including the implementation schedule

Deliverable 2 – by 30 May 2021

- Minimum of 3 webinars delivered, with brief summary reports on each webinar
- Status report on the mentoring programme

Deliverable 3 – by 15 June 2021

- Mentoring programme delivered to 5 (five) institutions, spanning a period of at least 3 months and reaching a minimum of 10 (ten) managers and trainers in each institution
- Final report on the mentoring outcome, including gender-disaggregated participation data.

5. Remuneration

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

Remuneration will be made in instalments after the submission of the deliverables specified above and upon submission of a detailed invoice/payment claim and satisfactory results of the deliverable.

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

6. Other Specifications

- The institutions benefitting from the mentoring will be identified by UNESCO-UNEVOC.

- The training shall build on and improve the digitalization efforts of the benefitting TVET institutions and not promote particular commercial services.
- Gender equality is an intrinsic element of UNESCO's work on TVET. Gender balance is an important criteria, e.g. for panel speakers in physical and online events. Gender-inclusive and gender-sensitive language shall be adopted in the activities and their documentation.
- The Contractor agrees that recordings of the webinar are made available through UNESCO-UNEVOC's online platform.
- Materials of the webinars and the mentoring shall be shared with UNESCO-UNEVOC.
- The Contractor shall respect the time and technical specifications of the deliverables and shall ensure that the level of English/Spanish/French in all deliverables is of a high standard.

Contract N°:

(Please quote this reference in all correspondence and communications)

CONTRACT FOR SERVICES



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
BONN / UNEVOC
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 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. 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:

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

Name:

Date:

Title:

Signature:

DRAFT

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

Initials:

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.

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Attachment C: Background material concerning the work assignment

UNESCO-UNEVOC's

Sector Programme Technical and Vocational Education and Training (TVET): Strengthening the responsiveness, agility and resilience of TVET institutions in the post-COVID-19 era

[The description of activities not relevant to this assignments were removed]

2. Rationale and background

2.1 Summary Description

The COVID-19 pandemic is substantially challenging the world economy. 1.2 billion workers are projected to be affected by job losses, displacement, and reduced working hours. In addition to economic and health concerns, the pandemic has also significantly impacted the education sector.

The contribution that TVET institutions can make to the post-COVID 19 recovery is threefold. First, they can help manage skill gaps and shortages by providing short-term training to meet the urgent demand for skilled workers in essential job and other sectors highly impacted by the pandemic. Second, well-placed TVET institutions can assess the impact of the pandemic on labour market skills demands and make the necessary systemic adjustments to provide re-skilling and upskilling programmes. Third, they can take the opportunity to strengthen their own preparedness for future crises and disruptions.

This special project is conceived to help alleviate the immediate, mid- and long-term effects of the global crisis by providing TVET institutions and training providers, especially those in the developing world, with opportunities to address the aforementioned three functions in the post-COVID-19 era.

2.2 Sustainable Development Goals

The project contributes directly to two goals and four targets of the SDGs, namely:

SDG-4: Quality education - **Target 4.3**, *by 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university; and Target 4.4*, *by 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship*. The project contributes to quality education through the provision of training and skill development opportunities for employment, and entrepreneurial learning targeted to those affected by job displacements, job shifts or job insecurities. In addition, it creates a platform for sharing of effective practices in TVET among institutions in different settings and technological environments (low-, medium- and high-technology), and supports raising of capacities of institutional stakeholders on resilience and agility in the post-COVID-19 era.

SDG-8: Decent work and economic growth –**Target 8.3**, *promote development-oriented policies that support productive activities, decent job creation, entrepreneurship, creativity and innovation, and encourage the formalization and growth of micro-, small- and medium-sized enterprises; and Target 8.6*, *by 2020, substantially reduce the proportion of youth not in employment, education or training*. The project pays attention to the demands of the formal and informal employment sectors and their potential to provide employment for the youth and contribute to social justice. The project facilitates the sharing of concrete experiences, peer learning network and practices to ensure that institutions are equipped with knowledge of what works and can be inspired in their future practice.

As a special COVID-19 response project, it also explores TVET ancillary contributions to other SDGs. As highlighted by BMZ (2017) when mapping the relevance of TVET against all SDGs, TVET has a place to achieve SDG-3 through the promotion of health education and in training health sector personnel. The TVET sector can accelerate meeting the demand for professionals that possess a mix of skill sets, and are highly-qualified to back-stop urgent human resource needs in emergency situations. Similarly, TVET intervention is relevant for achieving SDG-10 which focuses on reduced inequality. Through vocational training, people displaced from their jobs or natural habitats could be equipped with skills and competencies needed for integrating in new environments and society. Innovation, on the other hand, is needed to operate in new international frameworks, new environment-related jobs and new consumption and production patterns that are dictated by the effects of disrupted supply chains. TVET can facilitate achieving the relevant goals of SDG-9, SDG-12, and SDG-13.¹

2.3 Overall purpose and relevance (including needs, issues and baselines)

Why is this project needed?

The COVID-19 pandemic is substantially challenging the world economy. Over 2 billion workers are affected by job losses, displacement, and reduced working hours impacting wage. A surge of bankruptcies affect big and small industries and enterprises alike. Countries are in recession, threatening the overall productivity of the most healthy of economies around the world, while bringing the less competitive economies prior to COVID-19 to an even more precarious state.

The pandemic has directly impacted lives. It has threatened the health of over 52 million people around the world and many more who can be potentially infected in the coming months. It has magnified many issues in the health and related sectors which include the lack of adequately trained health and laboratory personnel, and over-dependence of countries on global supply chains for medical and similar products. These have resulted in massive disruption in the access of products and services and ineffective management of response. In addition to economic and health concerns, the pandemic has also caused disruptions to general activities of peoples and societies. There is widespread variability in the countries' capacity to mitigate the long-term impact of disruption in learning and access to services.

To mitigate the impact of COVID-19, governments, businesses, the health sector and other institutional set-ups are rallying their efforts, first, to mitigate the unprecedented impact of the pandemic on the economy, second, to sustain efforts in curbing the impact, and third, to prepare to adapt to the 'new normal' through built capacity and resilience. This 'new normal' is characterized by the changes in the post-pandemic era whereby alternative delivery of education and training, shift to remote or automated working arrangements have increased.

TVET institutions – comprised of schools, colleges, institutes, technical universities and centres delivering TVET programmes are well-placed to contribute in the post-COVID-19 era. First, they can curate or adapt existing training programmes to meet the urgent demands for short-term and additional training of skilled workers in job sectors impacted by the pandemic. The training and retraining of medical and non-medical support personnel is urgent in high-demand essential jobs and sectors that have been highly impacted. Regular upskilling or re-skilling are necessary to help countries. In the production sector, there is high demand for training in production of low-cost and local-based products to diversify the supply chains. In the food and retail sector, training to address skill gaps and shortages is needed due to a surge of demand in some areas. In sectors involving logistics, distribution and industry safety, new demands for skill profiles are emerging that need to be met.

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https://www.bmz.de/en/zentrales_downloadarchiv/themen_und_schwerpunkte/berufliche_bildung/171024_BMZ_SDG_TVET_en.pdf

Second, some TVET institutions in collaboration with local employer organizations or similar groups, are well-placed to assess the short-term and long-term demands for skills in sectors that need to be more resilient. In sectors where there is a high level of shortage in qualified workforce, TVET institutions are best placed to

- i. provide re-skilling and upskilling programmes to help the millions of unemployed workers find job opportunity in high-demand sectors post-COVID-19,
- ii. reinforce sustainable development concepts in their skilling interventions to transition into better practices, and
- iii. offer new and digital services that can address the increasing automation of jobs and digitalization of services to society.

Third, TVET institutions can take the opportunity to strengthen their own preparedness for future crises and disruptions. These actions can be used to learn and share how to become more agile and resilient in time of crises, in anticipation that natural disasters, or other pandemics will become part of the 'new normal'.

The present project is conceived in this context to help alleviate the immediate, mid- and long-term effects of the global crisis, by providing TVET institutions around the world, especially those in the developing world, with opportunities to address the aforementioned three functions in the post-COVID-19 era.

Towards this end, the main objectives of the project are:

- i. To mitigate the impact of the COVID-19 pandemic by providing short-term training for those affected by COVID-19 on highly-demanded skills
- ii. To sustain TVET institution's efforts to mitigate and respond by setting up new services for reskilling, upskilling, and vocational career guidance
- iii. To prepare TVET institutions for future crises through building institutional capacity for resilience and disseminate experiences
- iv. To ensure knowledge sharing of experiences and practices emanating from the project to relevant stakeholders

[...]

2.4 Impact

The project ensures that TVET institutions in the UNEVOC Network and beyond are actively engaged in mitigating the economic impact of the COVID-19 pandemic, as well as strengthening their own institutional ability to deliver services and help others to become better prepared for the long-term impact of present and future crises.

To achieve this, the project will reinforce opportunities for TVET institutions (e.g., colleges, institutes, universities and centres delivering TVET programmes) to

- Contribute in mitigating the impact of the pandemic on economy
- Sustain institutional efforts in curbing the impact of pandemic by establishing new services for upskilling, reskilling and vocational guidance
- Prepare for future scenarios through capacity building and resilience to post-COVID-19 changes, and disseminate information about the project

Approach

2.5 Implementation strategy

- The project is informed by the relevant activities of TVET institutions in the UNEVOC Network. It builds on the active engagement and cooperation of UNEVOC Centres and UNEVOC TVET Leadership Programme alumni that are equipped to provide quality COVID-19 response training programmes and are recognized for their expertise in diverse fields. Their knowledge of the ground realities of COVID-19

scenarios and overview of local needs are important vectors for the design and articulation of interventions proposed through this project.

- As part of institutional capacity-building interventions, the project targets to support TVET Institutions that have some evidence of capacity to deliver future programmes and services, and those needing technical assistance to better respond through post-COVID-19 recovery schemes that include designing of reskilling, retraining and vocational guidance interventions for individuals, as well as members of small business organizations needing similar services, supporting others in the set-up of digital-based learning provisions, and building of capacities of personnel to raise their agility and resilience to respond in future crises.

[...]

Activity cluster 2-

- Identify a service provider to support the development process of new digital services for reskilling, upskilling, and vocational guidance
- Support up to five TVET institutions in building the capacity of managers and teachers to deliver digital services

2.1 The COVID-19 experience has revealed a broad range of institutions' coping capacities. Many institutions struggle to deliver support to learners and workers through digital services due to technological disadvantages, low teacher capacities or simply lack of experience. Many TVET institutions seek to develop new or improved digital services, both in the low-technology, medium-technology and high-technology settings.

2.2 TVET Institutions in the global UNEVOC Network are targeted for this activity. The project will support institutions interested to offer new digital services in areas of support, such as re-skilling (*e.g., business start-up mentoring, business incubation support*), upskilling (*e.g., teacher training on digital delivery, managers training on digital TVET, other upskilling and lifelong learning programmes for employees of business organizations*) and vocational career guidance (*e.g., assessment and certification of prior learning, competency-based assessment, vocational guidance on new qualifications and competency needs*).

2.3 The activity will start with identifying a service provider that can support institutions in developing digital services and in the design and delivery of UNESCO-UNEVOC's support to institutions.

2.4 The project will ensure that the supported UNEVOC Centres will gain the capacity and expertise needed by managers and teachers to develop a digital service.

2.5 Up to five UNEVOC Centres will be mobilized under this activity, reaching up to 50 managers and teachers of partner institutions. The experience gained from the activities will feed into future-oriented peer learning and sharing of practices towards the end of the project.

[...]