

## **Contract for Services Request for Proposal**

**Reference:** BILT expert group on the dual green and digital transition in the hospitality and tourism sector; Expert Group Co-Lead 2023

**22 December 2022**

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

UNESCO is inviting written proposals from organizations/institutions for the work assignment described in Attachment A. To enable you to prepare a proposal for this assignment, please find attached the following documents:

- (a) Terms of Reference (see attachment A)
- (b) UNESCO's contract template for Contract of Service used for these assignments (attachment B)

Your written proposal should comprise:

1. A description of the approach and methodology to be applied to fulfil the tasks as outlined in the attached Terms of Reference (Attachment A)
2. A budgetary proposal based on the deliverables listed under point 4 of the Terms of Reference (Attachment A)
3. Examples of previous projects undertaken that are of a similar nature
4. CV(s) of the team and experts proposed
5. Amount to be charged for the assignment (in US dollars).

Your proposal and any supporting documents must be in English.

UNESCO places great emphasis on ensuring 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 23:00 (CET) on ~~19 January 2023~~. extended to 26 January 2023**

**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.

## Terms of Reference

### BILT expert group on the dual green and digital transition in the hospitality and tourism sector; Expert Group Co-Lead 2023

#### 1. Background: the BILT Project

The Bridging Innovation and Learning in TVET (BILT) project is funded by the German Federal Ministry for Education (BMBF) and implemented by UNESCO-UNEVOC with the support of the German Federal Institute for Vocational Education and Training (BIBB). The target groups of the BILT project are stakeholders in TVET: policy makers at Ministries and national bodies, labour market partners, TVET providers, and researchers.

Project activities are carried out along the following lines:

- **Bridging line:** Strengthening the bridges between TVET stakeholders in Africa, Asia-Pacific and Europe. The main activity in this line for the current biennium are 6-monthly meetings in Europe (Finland, June 2022); Africa (Kenya, November 2022); Asia-Pacific (Singapore, June 2023) and the Learning Forum (October/November 2023)
- **Innovation line:** Fostering innovation and knowledge generation. This includes the publication of Innovation and Learning Practices (ILP) from the three project regions that are innovative, transferable to other contexts, and particularly relevant in relation to the project themes and objectives and UNESCO priorities. The Innovation line also comprises the work of the BILT expert groups.
- **Learning:** Reinforcing learning and capacity building. A regular activity under the learning line are the regular 'Learning Labs', webinars that serve to explore in-depth specific Innovation and Learning Practices as an opportunity for peer learning. Furthermore, capacity building workshops for self-assessment with regards to the 'three I's process' are part of the learning line.

As of 2022, the focus **TVET themes** are new green and digital skills and competencies. For 2022-2023, work under the BILT project will examine the impact of the dual green and digital transition on skills needs for the hospitality and tourism sector and the TVET system. The selection of the sector is based on the scoping surveys for Africa and Asia-Pacific that were carried out in 2021 and included a prioritization of focus sectors. This focus will be expressed through all lines of the BILT project.

#### 2. The BILT Expert Group

##### Purpose of the Expert Group

The objective of the expert group is to undertake analysis and prepare content and to:

- Summarize current debates around new skills for the digital and green economy/society in the hospitality and tourism sector within the three BILT regions

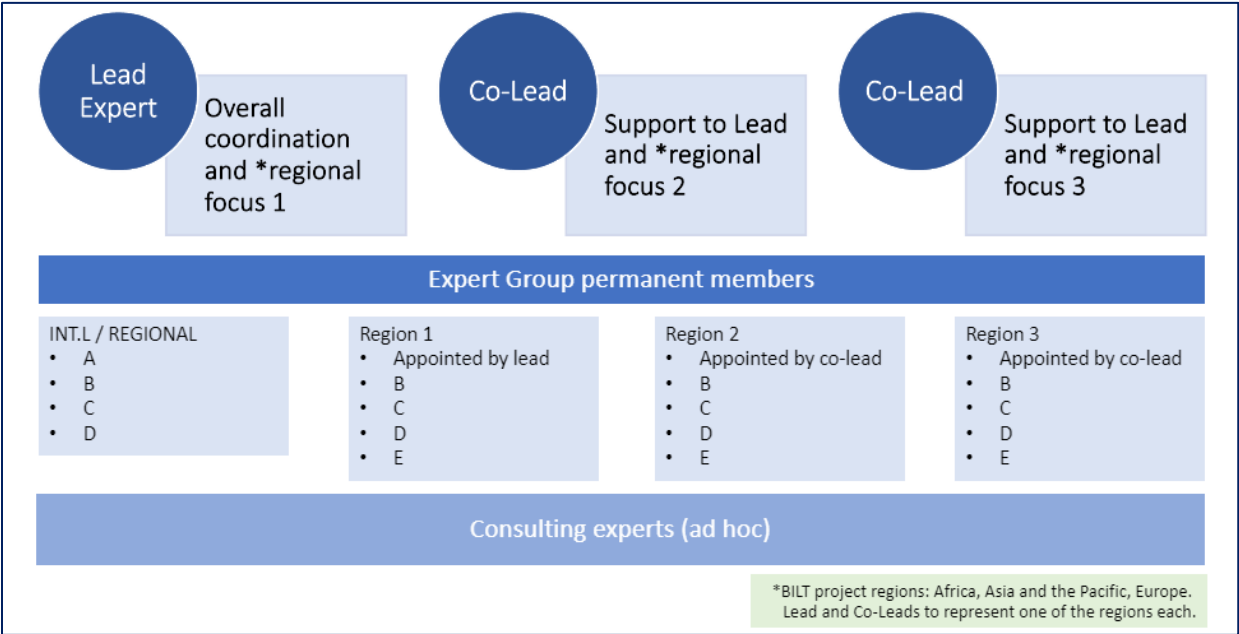
- Identify, analyse and deliver innovative practices from the hospitality and tourism sector in each BILT region
- Release practice recommendations and develop knowledge materials on new initiatives and practices

The Lead and Co-Leads will organize this process, the meetings, discussions and the expected outputs in alignment with BILT staff from UNEVOC and BIBB.

Proposed group structure and size

The expert group shall be led and coordinated by one lead and two co-lead institutions, with one being from Africa, one from Asia and the Pacific, and one from Europe. Each of the three will be responsible for guiding and coordinating the members from their respective region and for ensuring timely delivery of project outputs. The Lead institution in addition has the overall responsibility for group coordination and project deliverables.

The group shall be comprised of up to four members from each of the project regions plus three to four representatives of international organizations. Additional experts who are not permanent members of the group can be selected, taking into account country and gender balance, and may be consulted on an ad hoc basis.



Duration of assignment

The deliverables outlined in these Terms of Reference shall be developed between February 2023 and November 2023. Pending the recommendations and opportunities identified at the end of this period, and subject to funding availability, the project may be prolonged in 2024.

### 3. Tasks and expected outputs

Under this contract, the Co-Lead Expert, will be required to work in collaboration with the BILT team, the Lead Expert and the second Co-Lead, to undertake the following tasks:

- (a) Support the Lead Expert in planning and implementation of online and in-person meetings, together with the second Co-Lead.
  - I. Up to six meetings shall take place between February and November 2023, including in-person during the Asia-Pacific Bridging Event in June 2023 and during the BILT Learning Forum in November 2023.
  - II. Support with the preparation of meeting agendas, inviting guest participants from the UNEVOC Network and other VET networks, identified with support from the BILT team, the Lead and the second Co-Lead.
  - III. Support the moderation and documentation of discussions on the current state of the dual digital and green transition in the three regions within TVET in the hospitality and tourism sector.
- (b) Coordinate, collect and consolidate the contributions of the group members in the respective region and capture this in the meeting reports.
- (c) Identify three previously unpublished innovative initiatives (to become new BILT Innovation and Learning Practices - ILP), implemented by TVET institutions from the respective region, in the field of tourism and hospitality and on new digital skills and skills to make the sector more sustainable.
  - I. Collect information about the innovative initiatives according to UNESCO-UNEVOC's innovation criteria and indicators (relevance, innovation, transferability)
  - II. Innovative initiatives should showcase examples from the different institutional levels (macro, meso, micro). Possible examples might include:
    - New skills' needs in the tourism and hospitality sector
    - New mechanisms to forecast/anticipate skills' needs from the sector
    - New approaches to integrate new skills into curricula and qualifications (including the emergence of new types of qualifications)
    - Use of new digital technology in the delivery of skills and qualifications in the tourism and hospitality sector
    - How to upskill and reskills workers within the sector (CVET)
- (d) Out of the ILPs identified under (c), recommend at least one from the respective region for a potential Learning Lab.
- (e) Contribute to the writing of a synthesis document with practical recommendations based on the current trends in the sector in regard to the dual transition, outlining prospective paths through this transition for TVET stakeholders, to be published at the end of 2023.
- (f) Monitor the work of, and create links with national, regional and international organizations working in hospitality and tourism, creating an overview of their activities. Including e.g. the UNWTO, WEF, ILO, PATA Pacific Asia Travel Association, ATA African Tourism Association, STAS Sustainable Tourism Africa Summit, and others. Consolidate with the results of the Lead Expert and the second Co-Lead for the other two regions.
- (g) Disseminate existing tools and products by partner institutions and expert group members within the project regions (e.g. Erasmus+ projects to non-EU regions, African and Asian projects to EU

region etc.)

- (h) Contribute to the drafting and implementation of a communication plan to promote BILT Expert group work and outcomes throughout the duration of the expert group. Communication measures may include: journal articles and newsletters from Expert Group members; presentations at non-BILT events; web articles; social media; organization of information sessions.
- (i) Presentation of project results, identified trends and conclusions as available at the BILT Bridging Event in Asia-Pacific, and the presentation of project results, identified trends and conclusions at the BILT Learning Forum. With the participation of the Lead Expert and second Co-Lead.
- (j) Support the drafting of a roadmap for possible future actions, including options for capacity building.

In designing the outputs, the Lead and Co-Leads must consider the multiplicity of target groups of the BILT project (policymakers; labour market partners; researchers and practitioners). The outputs should complement the work on skills development in the sector undertaken by other international organisations. UNESCO-UNEVOC has established links with expert groups working in the sector and will on-board Lead and Co-Leads into these groups.

#### 4. Timeline and deliverables

The project timeline is from February 2023 to November 2023.

##### **Deliverable 1: Planning and preparation; 30%**

**Due: end of April 2023**

- Appoint subject matter expert from the respective region as member of the group

Contribute to the following deliverables, coordinated by the Lead Expert:

- Workplan and suggested methodology
- Draft structure of synthesis report
- Meeting timetable
- Communication plan
- ExG meeting minutes

##### **Deliverable 2: Innovative practices, draft report, dissemination; 40%**

**Due: end of August 2023**

- 3 ILPs from the respective region
- 1 Learning Lab proposed to BILT team, aligned with Lead Expert
- Dissemination (presentation) of ExG project with at least one international organization of the respective region
- Dissemination of existing tools to other BILT regions

Contribute to the following deliverables, coordinated by the Lead Expert:

- Final structure and draft of synthesis report (recommendations document)
- ExG meeting minutes

- Plan and implement Expert Group meeting and presentation of interim results at BILT Bridging Event for Asia-Pacific

**Deliverable 3: Final report, dissemination; 30%**

**Due: end of November 2023**

Contribute to the following deliverables, coordinated by the Lead Expert:

- Presentation of final results at BILT Learning Forum
- Final synthesis report
- Roadmap for possible future action for Year 2

## 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 deliverables specified above and upon submission of a detailed invoice/payment claim and satisfactory results of the deliverable.

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.

## 6. Other specifications


The Contractor shall respect the time and technical specifications of the deliverables and shall ensure that the level of English in all deliverables is of a high standard.

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

Under this assignment, missions for in-person meetings of the Expert Group are anticipated. For these missions a travel lump sum will be provided by UNESCO-UNEVOC. The lump sum will be calculated by UNESCO-UNEVOC as per UNESCO's travel regulations and will be further specified when negotiating the contract. Mission costs should not be part of this proposal.

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

## CONTRACT FOR SERVICES

 United Nations Educational, Scientific and Cultural Organization	THE UNITED NATIONS	and	Name
	EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (hereinafter called 'UNESCO') the headquarters of which are situated in Paris <i>BONN / UNEVOC</i> <i>Germany</i>		(hereinafter called 'the Contractor') Address 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: .....

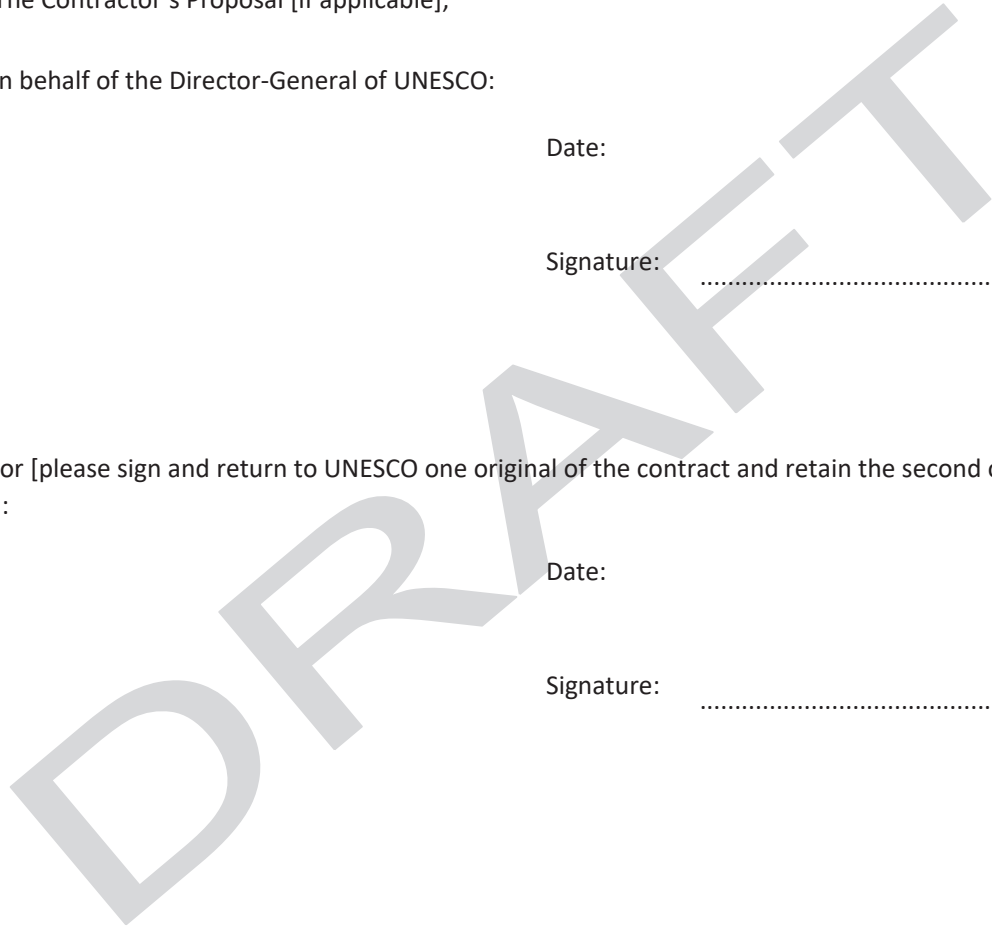
Contractor [please sign and return to UNESCO one original of the contract and retain the second original for yourself]:

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.

DRAFT

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