



United Nations  
Educational, Scientific and  
Cultural Organization

## REQUEST FOR PROPOSAL – RFP Services

**Ref: 2021 ReShaping Cultural Policies**  
(Please quote this UNESCO reference in all correspondence)

Date

Dear Sir/Madam,

You are invited to submit an offer for the collection and analysis of data to be included in the third edition of ReShaping Cultural Policies, a global report series that monitors the implementation of the 2005 Convention on the Protection and Promotion of the Diversity of Cultural Expressions, in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I [Instructions to Offerors](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Data Sheets](#)
- Annex V [Methodology Proposal Form](#)
- Annex VI [Proposal Submission Form](#)
- Annex VII [Financial Proposal Form](#)
- Annex VIII [Vendor Information Form](#)
- Annex VIII [Joint Venture Form](#)

Your offer comprising of technical proposal and financial proposal, in separate attachments, should reach the following email address **no later than 28 November 2019**:

[convention2005@unesco.org](mailto:convention2005@unesco.org)

Ref: 2021 ReShaping Cultural Policies  
Closing Date and Time: 28 November 2019 (Midnight)

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact [convention2005@unesco.org](mailto:convention2005@unesco.org).

For and on behalf of UNESCO

Danielle Cliche, Chief of Diversity of Cultural Expressions  
Diversity of Cultural Expressions Entity, Culture Sector

## **ANNEX I – Instructions to Offerors**

---

*These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.*

### **A. INTRODUCTION**

#### **1. General**

The purpose of this Request for Proposal (RFP) is to invite proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

#### **2. Eligible bidders**

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

Bids may be submitted by a Joint Venture (JV), consortium or association. In the case of a joint venture, consortium or association (See Annex IX):

- (a) duly filled Joint Venture Partner Information Form, must be included with the bid; and
- (b) the all of the parties shall be jointly and severally liable to UNESCO for the fulfilment of the provisions of the Contract; and
- (c) shall designate one party to act as a leader with authority to bind the joint venture, consortium or association; and
- (d) the composition or the constitution of joint venture, consortium or association shall not be altered without the prior consent of UNESCO.

#### **3. Fraud and corruption**

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;

- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment ;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party ;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

#### **4. Cost of Proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. SOLICITATION DOCUMENTS**

#### **5. Contents of Solicitation Documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

#### **6. Clarification of Solicitation Documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation’s mailing email address indicated in the RFP. UNESCO will respond in

writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

## **7. Amendments of Solicitation Documents**

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

## **C. PREPARATION OF PROPOSALS**

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

### **8. Language of the Proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English or French. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

### **9. Documents Comprising the Proposal**

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Technical Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Methodology Proposal
- d) Financial Proposal, completed in accordance with clauses 10 & 11;

### **10. Presentation of the Technical Proposal**

The Offeror shall structure the technical part of its Proposal as follows:

#### **10.1. Description of the firm/institution and its qualifications**

##### **(a) Management Structure**

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

##### **(b) Resource Plan**

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

#### **10.2. Proposed Approach, Methodology, Timing and Outputs**

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the

requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

### **10.3. Proposed Personnel**

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

### **11. Financial Proposal**

The Offeror shall indicate on an appropriate Financial Proposal, an example of which is contained in the Financial Proposal sheet, the prices of services it proposes to supply under the contract, if selected.

### **12. Proposal currencies**

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

### **13. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

### **14. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

### **15. Payment**

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

## **D. SUBMISSION OF PROPOSALS**

### **16. Sealing and marking of proposals**

**Not applicable. E-mail offers are requested. Please refer to instructions on the cover page.**

The email shall:

(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the “subject” : RFP 2021 Reshaping cultural policies ”, to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both attachments shall indicate the name and address of the Offeror.

The first attachment shall be marked **Technical Proposal** and contain the information specified in Clause 10 above.

The second attachment shall be marked **Financial Proposal** include the **Price Proposal** duly identified as such.

Note: If the attachments are not marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal’s misplacement or premature opening.

### **17. Deadline for submission of proposals**

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

### **18. Late Proposals**

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

### **19. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

## **E. OPENING ANDEVALUATION OF PROPOSALS**

### **20. Opening of proposals**

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

### **21. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **22. Preliminary examination**

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

### **23. Evaluation and comparison of proposals**

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any financial component being opened and compared. The Financial Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

## HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The Financial Proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. **The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.**

### Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	150			
2.	Proposed Work Plan and Approach	300			
3.	Methodology Proposal	100			
4.	Personnel	150			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

### Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

Evaluation of the Financial Proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points =  $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$ ]

An example:

- Offeror A – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = a
  - Offeror B – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b \times 300$  i.e.  $10,000/15,000 \times 300 = 200$  points)

### Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
<b>Total 1000</b>						

## F. AWARD OF CONTRACT

### 24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.



Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

**25. Purchaser's right to vary requirements at time of award and to negotiate**

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

## ANNEX II – General Terms and Conditions for Professional 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 or the United Nations 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 with 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. 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 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 OR THE UN

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 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 United Nations provides, *inter-alia*, that UNESCO, 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 the 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 on 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 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.

#### 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 subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## ANNEX III – Terms of Reference (TOR)

<p style="text-align: center;"><b>Background and Justification</b></p>	<p>The 2005 Convention is an international standard-setting instrument providing a framework for the governance of culture. The most recent UNESCO Convention in the field of culture and ratified by 146 Parties as of September 2019, it encourages governments to introduce policies and measures that protect and promote the diversity of cultural expressions.</p> <p>The <i>Re Shaping Cultural Policies</i> global report is a <b>monitoring and advocacy tool</b> for the implementation of the 2005 Convention that facilitates information sharing and knowledge production. The first edition of <i>Re Shaping Cultural Policies</i> was released in 2015 and the second edition in 2018.</p> <p><i>Re Shaping Cultural Policies</i> follows the 2005 Convention's <a href="#">Monitoring Framework</a>, which informs policy making to promote creativity for development. It puts forth a set of expected results, indicators and means of verification to assess progress and challenges over time. In guiding the collection of data and information, it provides evidence for the implementation of relevant United Nations 2030 Sustainable Development Goals and an integrated perspective for the implementation of the Convention worldwide.</p> <p><i>Re Shaping Cultural Policies</i> publishes new data, including data to implement the SDGs, and updates existing data from previous editions using evidence from :</p> <ol style="list-style-type: none"> <li><b>1. Quadrennial Periodic Reports (QPRs):</b> Parties to the 2005 Convention are required to submit QPRs on the implementation of the Convention every four years. The QPRs present information, data, statistics and best practices on policies and measures adopted by Parties. They are key sources to determine how policies and measures have developed over time and how they have (or have not) addressed challenges.;</li> <li><b>2. Global survey:</b> A global survey targeting civil society organizations to be developed and disseminated jointly by the author of Chapter 4 (Partnerships with Civil Society) and the selected contractor;</li> <li><b>3. Other Sources:</b> Relevant governmental and non-governmental, academic and non-academic sources of information and analysis are also key resources to be used in the elaboration of <i>Re Shaping Cultural Policies</i>.</li> </ol>
<p style="text-align: center;"><b>Objective</b></p>	<p>As part of a wider exercise to promote transparent and informed/evidence-based policymaking, the <i>Re Shaping Cultural Policies</i> series analyzes current trends, tracks progress, identifies advances made, highlights challenges faced, and provides examples of innovative policies and measures.</p> <p>The 2021 edition will report on indicators and means of verification in 11 areas of monitoring:</p> <ol style="list-style-type: none"> <li>1. Cultural and creative sectors</li> <li>2. Media diversity</li> <li>3. Digital environment</li> <li>4. Partnering with civil society</li> <li>5. Mobility of artists and cultural professionals</li> <li>6. Flow of cultural goods and services</li> <li>7. Treaties and agreements</li> <li>8. National sustainable development policies and plans</li> <li>9. International cooperation for sustainable development</li> <li>10. Gender equality</li> <li>11. Artistic freedom</li> </ol> <p>The main stakeholders and partners of the 2005 Convention are government</p>

	officials, civil society organizations, specialized research institutions and cultural policy experts, development agencies and practitioners, UN agencies, artists and professionals working in the culture and creative sectors at large.
<b>Outputs</b>	<p>UNESCO is seeking professional research institutes, companies or entities to collect and analyze data in 11 areas of monitoring for the 2021 edition of <i>Re/Shaping Cultural Policies</i>, to be published in June 2021.</p> <p>Data visualization and infographics will be created based on the data collected by the successful company/entity. It is expected that the successful company/entity will provide feedback and comments to designers during the elaboration process.</p> <p>Each chapter will correspond to one of the Monitoring Framework's areas of monitoring and will be approximately 30 standard pages in length (a standard page contains 320 words).</p> <p>The chapters will be written by international experts and include key messages; an analysis based on data collected by the successful company/entity; messages from eminent personalities in the field; case studies; policy recommendations; visualized data; photos and infographics.</p> <p>Please refer to the 2018 edition of <i>Re/Shaping Cultural Policies</i> as a model for the upcoming edition: <a href="https://unesdoc.unesco.org/ark:/48223/pf0000260592">https://unesdoc.unesco.org/ark:/48223/pf0000260592</a></p>
<b>Activities</b>	<p>Activities include, but are not limited to:</p> <p>1. Conducting data mining and analysis for the 2021 <i>Re/Shaping Cultural Policies</i> in 11 areas of monitoring. Referring to the data sheets on the minimum data to collect prepared for each area of monitoring (Annex IV), this assignment involves the following tasks:</p> <ul style="list-style-type: none"> <li>• Analyse data collected through the QPRs (collected from June 2017 to 30 April 2020)</li> <li>• Update data collected and analyzed in the 2018 edition of <i>Re/Shaping Cultural Policies</i></li> <li>• Source, review, and analyze relevant sources of information (including from literature, documents, news media and social media, reports by international organizations, experts and scholarly and academic articles, etc.), as agreed upon with the authors and the 2005 Convention Secretariat</li> <li>• Perform basic statistical analysis (e.g., descriptive statistics) and statistical graphics (e.g., scatterplots, histograms, etc.)</li> <li>• Edit and run code for analysis</li> <li>• In cooperation with experts/authors and the 2005 Secretariat, ensure the accuracy of data and relevance to each area of monitoring/chapter</li> </ul> <p>2. Participating in one inception meeting and two Editorial Board meetings (locations to be determined; flights and accommodation to be covered by UNESCO).</p> <p>A one-day inception meeting will be held with the 2005 Convention Secretariat, in order to:</p> <ul style="list-style-type: none"> <li>• Establish the minimum data to be collected, by area of monitoring</li> <li>• Develop a methodology for data analysis and collection</li> </ul> <p>Two Editorial Board meetings will be held with the 2005 Convention Secretariat and authors, in order to:</p> <ul style="list-style-type: none"> <li>• Ensure a shared understanding of the <a href="#">Monitoring Framework</a> (areas of</li> </ul>

	<p>monitoring; indicators and means of verification)</p> <ul style="list-style-type: none"> <li>• Determine, with experts/authors, the nature of the data to be collected for each area of monitoring and set expectations for data collection and analysis</li> <li>• Discuss findings</li> <li>• Identify data/information gaps and needs with authors</li> </ul> <p>Please note, as <i>Re/Shaping Cultural Policies</i> will be drafted in English, all produced data must be submitted in English.</p> <p>Attention must be given to the collection and presentation of information and data by <b>geographical region</b> and the production of <b>sex-disaggregated data</b>, wherever possible.</p> <p>The <b>copyright</b> of all data created/produced within the contract will belong to UNESCO and no royalties will be paid for future language editions.</p>
<p><b>Inputs</b></p>	<p>UNESCO will provide the successful company/entity with access to QPRs submitted by Parties to the 2005 Convention and to other relevant sources of information from its partners and network.</p> <p>UNESCO will facilitate communication between the successful company/entity and individual authors.</p>
<p><b>Timeline and Reporting</b></p>	<p>The consultancy will begin in December 2019 and will end in November 2020.</p> <p><b>December 2019</b> (1 day): Inception meeting – <b>MANDATORY</b> (Date TBD, Paris, France, UNESCO HQ)</p> <p><b>January 2020:</b> Contractor submits work plan</p> <p><b>March 2020</b> (3 days): Editorial Board 1 – <b>MANDATORY</b> (Date and location TBD)</p> <p><b>July 2020:</b> Contractor submits first set of data collected and analyzed</p> <p><b>September 2020</b> (3 days): Editorial Board 2 – <b>MANDATORY</b> (Date and location TBD)</p> <p><b>November 2020:</b> Contractor submits all data collected and analysed</p>
<p><b>Proposal</b></p>	<p>The proposal submitted to UNESCO should include, in separate documents:</p> <ol style="list-style-type: none"> <li>1. A <b>Technical Proposal</b>, consisting of the following: <ul style="list-style-type: none"> <li>• A detailed approach, strategy and methodology</li> <li>• A detailed work plan for the assignment, including timelines</li> <li>• A description of the institute/company, including its administrative capacity and experience in research projects on cultural policies, as well as information about any additional partners envisaged in a consortium to be led by your organization, if applicable</li> <li>• The added value of the institute/company in this exercise and prospects for sustainability, including through contributions to the project</li> <li>• A description of the proposed team, including CVs</li> </ul> </li> <li>2. A <b>Methodology Proposal (Annex V) form</b>, duly completed, based on a review of the QPR form, and the data sheets prepared for each area of monitoring.</li> <li>3. A <b>Financial Proposal</b>, broken down by activity and quoted in US Dollars</li> </ol> <p>The proposal (which includes the Technical Proposal, Methodology Proposal form and Financial Proposal) and supporting documents must be submitted in English or</p>

	<p>French.</p> <p>Submissions will be acknowledged by email upon receipt.</p> <p>It is the applicant's responsibility to ensure that the complete proposal is received by the deadline.</p>
<p><b>Eligibility &amp; Qualifications</b></p>	<p>Companies/entities are required to possess a demonstrated track record of engagement in quality data collection and analysis on cultural and creative sectors and related areas of monitoring covered in the Global Report series.</p> <p><b><u>For Company/Entity:</u></b></p> <p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• A minimum of three (3) projects in quality data collection and analysis on the cultural and creative sectors and related areas of monitoring covered in the Global Report series</li> <li>• A team composed of a minimum of two (2) persons</li> </ul> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience in data collection and analysis</li> <li>• Proven experience in designing/ implementing creative solutions to the problems of data collection in cultural and creative sectors and related areas of monitoring covered in the Global Report series</li> <li>• Capacity to contribute to the promotion of the final report</li> </ul> <p><b><u>For Team Leader:</u></b></p> <p><b>Mandatory</b></p> <ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience working on or researching topics related to cultural and creative sectors and related areas of monitoring covered in the Global Report series</li> <li>• Excellent oral and writing skills in English</li> </ul> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• Demonstrated understanding of and experience working with data on cultural and creative sectors and related areas of monitoring covered in the Global Report series, supported by at least two (2) references</li> <li>• Relevant international network of contacts that can provide relevant data</li> <li>• Links to a credible institution with an excellent record in carrying out research, data collection and analysis, in related areas of monitoring covered in the Global Report series</li> </ul> <p><b><u>For other team members:</u></b></p> <p><b>Desirable</b></p> <ul style="list-style-type: none"> <li>• At least a first level university degree in a relevant field</li> <li>• Proven experience in data collection and analysis, supported by at least two (2) references</li> <li>• Excellent oral and writing skills in English</li> </ul> <p>The company/entity is required to provide evidence that supports the mandatory and relevant desirable criteria met. According to the evaluation grid, proposals with additional references/proof of evidence to the minimum requirements shall receive higher scores.</p>

## ANNEX IV – Data sheets

---

### Background

The purpose of the Re|Shaping Cultural Policies Global Report series (2015, 2018, 2021) is to evaluate achievements and challenges in implementing the 2005 Convention on the Protection and Promotion of the Diversity of Cultural Expressions, now ratified by 146 Parties. It seeks to understand how the principles and objectives of the Convention have translated (or not) into new legislation, policies and measures. It is both a monitoring and advocacy tool for policy change.

The Convention's Monitoring Framework was designed to determine, for each of the Convention's 11 areas of monitoring, a set of core indicators and means of verification that assess progress and identify gaps. It also highlights how implementing the 2005 Convention contributes to attaining the United Nations 2030 Sustainable Development Goals (SDGs) and targets with concrete evidence.

Both the 2005 Convention Monitoring Framework and the SDG relevant goals and targets form an overarching monitoring system for data collection and analysis. Data mining and analysis will therefore focus on producing new evidence to inform the corresponding indicators and means of verification while supporting arguments and trends put forth by the authors of each individual chapter.

Each chapter focuses on one of the 11 Convention's areas of monitoring, as follows:

Chapter 1: Cultural and creative sectors

Chapter 2: Media diversity

Chapter 3: Digital environment

Chapter 4: Partnering with civil society

Chapter 5: Mobility of artists and cultural professionals

Chapter 6: Flow of cultural goods and services

Chapter 7: Treaties and agreements

Chapter 8: National sustainable development policies and plans

Chapter 9: International cooperation for sustainable development

Chapter 10: Gender equality

Chapter 11: Artistic freedom

### Methodology

The contractor will endeavour to collect the data outlined in the data sheets below. Data is to be obtained through:

- the Quadrennial Periodic Reports (QPR) submitted by Parties to the 2005 Convention between 2017 and 2020 (124 in total with 104 reports expected to be submitted in 2020);
- a global survey targeting civil society organizations to be jointly developed and disseminated by the author of Chapter 4 and the contractor;
- desk research covering other external and relevant sources including literature, statistical reports by international organizations, global or regional surveys, scholarly and academic studies, etc. The nature and scope of desk research will be discussed during the inception meeting with the contractor.

Please note that in some cases, where the data cannot be found in the QPRs or where comparative data does not exist, creating new data sets (proxies) will be required.

The data sheets contain an indicative list of statistics to be collected and analysed from:

#### 1. Key questions (QPR)

Following an assessment of the qualitative responses provided in the key questions of the QPR form, the contractor is expected, through a proposed methodology, to generate, analyze and present the data in a quantitative manner (i.e. disaggregated by region, theme, type of policies and



measures, etc.). Additional desk research may be required to complement and further develop the information collected in the QPRs.

## **2. Statistics**

The contractor is expected to compile and analyze the quantitative responses provided in the statistics section of the QPR form. The contractor will also collect and analyze a selection of relevant additional statistics required to inform the Monitoring Framework's indicators/means of verification. These additional statistics, which have been identified and included in the data sheets, will require desk research.

## **3. 2018 Global Report update**

The contractor is expected to update a selection of data from the 2018 global report. A first selection has been included in the data sheets, however relevant data to be updated will be determined jointly by the author and contractor during the first editorial board meeting.

## Chapter 1: Cultural and creative sectors

CATEGORY	Data to be compiled and analyzed by contractor	Relevant SDG target	Data sources to be consulted		
			Quadrennial Periodic Report (QPR)	UNESCO Institute of Statistics (UIS)	Desk research by contractor
KEY QUESTIONS	1. Countries with ministries (or agency with ministerial status) responsible for cultural and creative sectors		X		where relevant
	2. Countries with decentralized responsibilities for policies and measures promoting the cultural and creative sectors	16.7	X		where relevant
	3. Countries with regulatory frameworks and sector specific laws, policies and/or strategies supporting the cultural and creative industries, including those designed through interministerial cooperation	16.7	X		where relevant
	4. Education and training programmes in arts and cultural and creative sectors	4.4	X		where relevant
	5. Programmes and measures for: -job creation in the cultural and creative sectors -the establishment and growth of micro-, small- and medium-sized enterprises in the cultural and creative sectors	8.3	X		where relevant
	6. Statistical offices or research bodies producing data related to the cultural and creative sectors and/or evaluating cultural policies		X		where relevant
STATISTICS	7. Share of cultural and creative sectors in Gross Domestic Product (GDP) (in USD)		X		where relevant
	8. Share of employment in the cultural and creative sectors: -by gender -by age -by gender -by type of employment		X	X	where relevant
	9. Total public budget for culture (in USD), by cultural sectors/domains (in %)	16.6	X		where relevant
	10. A comparison of 10 geographically-balanced technical or vocational programmes for the cultural and creative sectors: -by gender -by sector -by enrolment -by rate of employability post-graduation	4.4	X		where relevant
	11. Types of programmes and measures for: -job creation in the cultural and creative sectors -the establishment and growth of micro-, small- and medium-sized enterprises in the cultural and creative sectors	8.3			required
2018 GLOBAL REPORT UPDATE *	11. Proportion of countries with at least one film school, by region				TBD
	12. Proportion of countries that make regular direct expenditures in domestic film production, by region				TBD
	13. Number of feature films produced, per annum, in top 25 producing countries, with direct investment in film production			X	TBD
	14. Average domestic share of cinema box office, by developed and developing countries			X	TBD
	15. Average number of cinemas per country, by developed and developing countries			X	TBD
	16. Number of nationally-produced films and percentage share of gross box office (GBO) earnings accounted for by domestic films			X	TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 2: Media diversity

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Public service media with statutory remit to promote a diversity of cultural expressions		X	where relevant
	2.	Policies and measures promoting content diversity		X	where relevant
	3.	Domestic content regulations for audio-visual media		X	where relevant
	4.	Regulatory authority monitoring media		X	where relevant
STATISTICS	6.	Freedom of Information laws	16.10		required
	7.	Policies and measures regulating private sector media ownership			required
	8.	Consumption patterns for: live TV, radio, connected devices (DVD, video games, multimedia devices), digital (PC, smartphone, tablet)			required
	9.	Broadcasting co-production rates by developing and developed countries			required
2018 GLOBAL REPORT UPDATE *	10.	Countries with binding and nonbinding quota regulations on domestic content and language use.			TBD
	11.	Number of countries with gender awareness programmes for publicly owned media organisations.			TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 3: Digital environment

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Policies, measures or mechanisms supporting the digital transformation of cultural and creative industries and institutions		X	where relevant
	2.	Policies and measures ensuring vibrant domestic digital cultural and creative industries markets with a diversity of e-players of all sizes		X	where relevant
	3.	Policies and measures enhancing access and discoverability of domestic cultural content in the digital environment		X	where relevant
	4.	Measures and initiatives promoting digital creativity and competencies of artists and other cultural professionals working with new technologies		X	where relevant
	6.	Statistics or studies on access to digital media		X	where relevant
STATISTICS	7.	Percentage of population with subscriptions to online cultural content providers (ex. Netflix, Spotify, Amazon)		X	where relevant
	8.	Main distributors (5-10) of digital cultural content in the following sectors: audio-visual, music, publishing, video games (global market share and origin of capital)			required
	9.	Global and regional access to, and use of, fixed and mobile internet connections (users by countries or language, gender, age, income level, urban/rural environment, etc.)			required
	10.	Proportion of youth and adults with information and communications technology (ICT) skills	4.4		required
	11.	Main training institutes or centres for artists and cultural professionals (5-10) that provide professional courses on digital cultural and creative sectors (digital transformation, digital arts, digital media, digital cultural and creative industries, etc.)	4.4		required
2018 GLOBAL REPORT UPDATE *	12.	Broadband subscriptions including fixed and active mobile broadband subscriptions (per 100 inhabitants) in developed and developing countries			TBD
	13.	Provision of digital content and services in developed and developing countries (average local relevance and availability)			TBD
	14.	The streaming value gap: compare the number of users of audio subscription services (paid and ad-supported) and of video streaming services and the revenue returning to rights holders through these services			TBD
	15.	Streaming and digital share of global revenues by cultural industry sector (e.g. music market)			TBD
	16.	Share of app developers and app revenue across the top 500 grossing apps and top 100 downloaded apps, by country			TBD
	17.	Volume of data circulating on the internet in a minute			TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 4: Partnering with civil society

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Professional organizations and/or trade unions representing artists and/or cultural professionals in cultural and creative sectors		X	where relevant
	2.	Public funding schemes supporting CSOs involvement in promoting the diversity of cultural expressions		X	where relevant
	3.	Training and mentoring opportunities to build skills on communication, advocacy and/or fundraising of civil society organizations involved in the promotion of the diversity of cultural expressions		X	where relevant
	4.	Dialogue mechanisms between public authorities and CSOs for cultural policy making and/or monitoring (meetings, working groups, etc.)	17.17	X	where relevant
	5.	Policies and measures promoting the diversity of cultural expressions elaborated in consultation with CSOs	16.7	X	where relevant
STATISTICS	6.	Percentage of Parties' quadrennial periodic reports (QPRs) with civil society input	17.17	X	where relevant
	7.	Public funding committed to public-private and civil society partnerships in the cultural sector	17.17		TBD
	8.	Participation in the work of the Convention's governing bodies			where relevant
CIVIL SOCIETY FORM	Generate and analyse data from the civil society forms (i.e: disaggregations by region, cultural domain and/or Convention goal, type measures and initiatives, main priorities, etc.)		17.17	X	where relevant
2018 GR UPD ATE	Update/redesign 2018 Civil Society global survey, in coordination with author				

## Chapter 5: Mobility of artists and cultural professionals

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Policies and measures supporting the outward mobility of artists and cultural professionals	10.7	X	where relevant
	2.	Specific visa policies or other cross border measures supporting the inward mobility of foreign artists and cultural professionals in your country	10.7	X	where relevant
	3.	Work permit regulations supporting the inward mobility of foreign artists and cultural professionals in your country	10.7	X	where relevant
	4.	Information resources or training services providing practical guidance to facilitate the mobility of cultural professionals		X	where relevant
	5.	Infrastructure having a mandate to promote the diversity of cultural expressions and hosting a large number of foreign artists, notably from developing countries		X	where relevant
	6.	Major cultural events having a mandate to promote the diversity of cultural expressions and hosting a large number of foreign artists, notably from developing countries		X	where relevant
	7.	Public funds supporting the outward mobility of national or resident artists and other cultural professionals		X	where relevant
	8.	Public funds supporting the inward mobility of foreign artists and other cultural professionals		X	where relevant
	9.	Public funds specifically supporting the mobility of artists and other cultural professionals from or between developing countries, including through North-South-South and South-South cooperation		X	where relevant
STATISTICS	10.	Number of countries that have implemented mobility policies for artists and cultural professionals	10.7		required
	11.	Number of countries and types of work permits supporting inward mobility of foreign artists and cultural professionals			required
	12.	Main CSOs that support the mobility of artists, notably from the global South			required
2018 GLOBAL REPORT UPDATE *	13.	Average number of countries accessible without visas for passport-holders from global North and global South			where relevant
	14.	Visa openness in Africa			TBD
	15.	Origin of artists represented in selected art biennials			TBD
	16.	Origin of artists participating in selected art biennials (global North/global South)			TBD
	17.	Mobility funding programmes by region (Africa, Arab States, Asia and the Pacific, Europe and North America, Latin America and the Caribbean, International)			TBD
	18.	Location of destination countries targeted by mobility funding programmes			TBD
	19.	Eligibility for mobility funding programmes, by nationality of applicants			TBD
	20.	Funding sources supporting mobility to the global South			TBD
	21.	Residency locations in global South and global North			TBD
	22.	Residency opportunities for artists from the global South, by region			TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 6: Flow of cultural goods and services

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Export strategies or measures to support the distribution of cultural goods and services		X	where relevant
	2.	Preferential treatment granted or benefited from to support a balanced exchange of cultural goods and services	10.a	X	where relevant
	3.	Aid for Trade support provided or received to build capacities to formulate trade policies, participate in negotiating and implementing agreements that provide a special status to cultural goods and services	8.a	X	where relevant
STATISTICS	4.	Value of direct foreign investment in creative and cultural industries (in USD)	10.b	X	where relevant
	5.	Value of Aid for Trade support relevant to the culture sector (USD)	8.a		required
	6.	Types and value of tariffs applied on different types of cultural imports from developing and least developed countries	10.a		required
2018 GLOBAL REPORT UPDATE	Data on flows of cultural goods and services will be updated by the UNESCO Institute of Statistics (UIS)				

## Chapter 7: Treaties and agreements

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Multilateral or bilateral trade and/or investment agreements providing a special status to cultural goods and/or services that are signed or under negotiation		X	where relevant
	2.	Multilateral or bilateral agreements including specific provisions providing a special status to cultural goods and services and digital products in the field of e-commerce that are signed or under negotiation		X	where relevant
	3.	Multilateral or bilateral agreements, declarations and/or strategies on relevant policy issues for the diversity of cultural expressions		X	where relevant
2018 GLOBAL REPORT UPDATE	Data on treaties and agreements will be updated by the UNESCO Chair on the Diversity of Cultural Expressions (Laval University)				

## Chapter 8: National sustainable development policies and plans

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	National sustainable development plans and strategies recognize the strategic role of culture, creativity and innovation and cultural and creative industries	8.3	X	where relevant
	2.	Type of outcomes expected by the inclusion of culture in national sustainable development plans and strategies		X	where relevant
	3.	Public cultural bodies and agencies responsible for culture or creative industries invol	17.14	X	where relevant
	4.	Cultural industry-based regeneration initiatives and projects at the regional, urban and/or rural levels		X	where relevant
	5.	Policies and measures facilitating participation in cultural life and access to diverse cultural facilities and expressions, notably addressing the needs of disadvantaged or vulnerable groups		X	where relevant
	6.	Cultural participation rates by socio-demographic variables (sex/age groups/rural-urban/income levels/education levels)		X	where relevant
	7.	Equity in the distribution of cultural resources (e.g. urban/rural distribution)			where relevant
	8.	Proportion of informal cultural employment, by sex	8.3		required
	9.	Carbon footprint of major cultural and creative industries			required
	10.	Carbon footprint of video/music streaming			required
	11.	Cultural events/festivals (5-10) with environmental policies			required
2018 GLOBAL REPORT UPDATE *	12.	Culture mentioned in Parties' national development plans and national sustainable development strategies		X	TBD
	13.	Place of culture in national development plans and national sustainable development strategies		X	TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 9: International cooperation for sustainable development

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Countries contributing or benefiting from the International Fund for Cultural Diversity	17.2	X	where relevant
	2.	Development cooperation strategies, including South-South cooperation strategies, that recognize the strategic role of creativity and diverse cultural expressions		X	where relevant
	3.	Countries managing multi- and/or bilateral technical assistance and capacity building cooperation programmes		X	where relevant
STATISTICS	4.	Value of the total national contribution to the International Fund for Cultural Diversity (in USD)	17.2	X	where relevant
	5.	Value of financial and technical assistance (including through North-South, South-South and triangular cooperation) to support medium, small or micro-enterprise development of creative industries and markets in developing countries (in USD)	17.9		required
2018 GLOBAL REPORT UPDATE *	6.	How the implementation of the 2005 Convention contributes to the achievement of selected SDGs		X	TBD
	7.	Top ten donors of cultural ODA	17.2		TBD
	8.	Top ten recipients of cultural ODA	17.2		TBD
	9.	Share of culture and recreation as a proportion of total ODA given by donor countries	17.2		TBD
	10.	Total amount of cultural ODA donated	17.2		TBD
	11.	Largest contributions to the IFCD	17.2		TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting



## Chapter 10: Gender equality

CATEGORY	Data to be compiled and analyzed by contractor		Relevant SDG target	Data sources to be consulted	
				Quadrennial Periodic Report (QPR)	Desk research by contractor
KEY QUESTIONS	1.	Ministries, governmental agencies and/or parliamentary bodies in charge of gender equality		X	where relevant
	2.	Policies and measures to support the full participation of women in cultural life	5.c	X	where relevant
	3.	Policies and measures that recognize and advance women as artists, cultural professionals and/or creative entrepreneurs	5.5	X	where relevant
	4.	Data that is regularly collected and disseminated to monitor gender equality in the culture and media sectors, and the participation of women in cultural life	5.5	X	where relevant
STATISTICS	5.	Percentage of total public funds given to female artists and cultural producers	5.5	X	where relevant
	6.	Percentage of women/men in decision-making/managerial positions in public and private cultural and media institutions	5.5	X	where relevant
	7.	Percentage of works from female/male artists displayed/projected in important festivals of the arts and cultural industries	5.5	X	where relevant
	8.	Percentage of women receiving art national prizes/awards	5.5	X	where relevant
	9.	Percentage of women participation in cultural activities	5.5	X	where relevant
	10.	Number and percentage of countries with monitoring and information systems for gender equality	5.c		required
2018 GLOBAL REPORT UPDATE *	11.	Percentage of men and women employed in cultural occupations in developed and developing countries			TBD
	12.	Male and female cultural part-time workers compared to overall non-cultural part-time workers in developed and developing countries			TBD
	13.	Male and female self-employed workers in cultural occupations compared to non-cultural self-employed workers in developed and developing countries			TBD
	14.	Proportion of male and female Ministers of arts and/or culture of Parties to the Convention			TBD
	15.	Proportion of male and female heads of national arts or cultural councils of Parties to the Convention			TBD
	16.	National awards issued by the Ministry of Culture, by gender, in selected countries			TBD
	17.	Proportion of female artists participating in ten recent global biennales			TBD
	18.	Number and share of female artists participating in global exhibitions			TBD

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## Chapter 11: Artistic Freedom

CATEGORY	Data to be compiled and analyzed by contractor	Relevant SDG target	Data sources to be consulted		
			Quadrennial Periodic Report (QPR)	UNESCO 2019 Global Survey on the implementatio	Desk research by contractor
KEY QUESTIONS	1. Constitution and/or national regulatory frameworks that formally acknowledges the right of artists to create without censorship or intimidation, the right of artists to disseminate and/or perform their artistic works, the right for all citizens to freely enjoy artistic works both in public and in private, the right for all citizens to take part in cultural life without restrictions		X		where relevant
	2. Independent bodies that receive complaints and/or monitor violations and restrictions to artistic freedom	16.10	X		where relevant
	3. Initiatives to protect artists at risk or in exile developed or supported by public authorities		X		where relevant
	4. Measures and initiatives intended to ensure transparent decision-making on government funding/ state grants and awards for artists		X		where relevant
	5. Social protection measures that take the professional status of artists into account		X		where relevant
	6. Economic measures that take the status of artists into account		X		where relevant
STATS	7. Types of measures and policies taken to support social protection and economic rights of artists and cultural professionals			X	required
	8. Initiatives to protect artists at risk or in exile				required
2018 GLOBAL REPORT UPDATE *	9. Cases considered by the UNESCO Committee on Conventions and Recommendations				
	10. Attacks on artistic expressions (types of attacks, art forms)	16.10			
	11. Cities of Refuge (by region)				

\* Data to be updated from the 2018 Global Report will be determined by the author during the first editorial board meeting

## ANNEX V – Methodology Proposal Form

---

The **2021 Re/Shaping Cultural Policies** will produce new and valuable evidence to inform future cultural policymaking. Drawing from the data sheets (Annex IV) provided on the *cultural and creative sectors*, please answer the following questions.

<p>What <b>methodology</b> would you propose for collecting the following data and where would you <b>source</b> your data sets from?</p>	<p>❖ Share of cultural and creative sectors in Gross Domestic Product (GDP) (in USD)</p> <p><i>Methodology:</i></p>   <p><i>Source(s):</i></p>   <p>❖ Share of employment in the cultural and creative sectors by sectors, age, gender, type of employment</p> <p><i>Methodology:</i></p>   <p><i>Source(s):</i></p>   <p>❖ Technical or vocational programmes in the cultural and creative sectors including:</p> <ul style="list-style-type: none"> <li>○ number of students enrolled, by gender, field</li> <li>○ rate of employability in graduated field, by gender, by field</li> </ul> <p><i>Methodology:</i></p>   <p><i>Source(s):</i></p>
---	--

## ANNEX VI – Proposal Submission Form

---

**TO: UNESCO**

**To form an integral part of your technical proposal**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the timeframe stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

## ANNEX VII – Financial Proposal Form

### GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Financial Proposal as a separate document from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Financial Proposal must provide a detailed cost breakdown and provide separate figures for each functional grouping or category.
4. It is UNESCO policy not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule				
<b>Request for Proposal Ref:</b>				
<b>Total Financial Proposal [currency/amount]:</b>				
<b>Date of Submission:</b>				
<b>Authorized Signature:</b>				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1. <b>Data Collection and Analysis</b>				
1.1 Chapter 1: Cultural and creative sectors				
1.2 Chapter 2: Media diversity				
1.3 Chapter 3: Digital environment				
1.4 Chapter 4: Partnering with civil society				
1.5 Chapter 5: Mobility of artists and cultural professionals				
1.6 Chapter 6: Flow of cultural goods and services				
1.7 Chapter 7: Treaties and agreements				
1.8 Chapter 8: National sustainable development policies and plans				
1.9 Chapter 9: International cooperation for sustainable development				
1.10 Chapter 10: Gender equality				
1.11 Chapter 11: Artistic freedom				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2. <b>Other Expenses</b>				
2.1 Others (please specify)				

## ANNEX VIII – Vendor Information Form

---

### General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

### Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

**ANNEX IX - Joint Venture FORM**  
(To be filled in case of Joint Venture or Consortium)

---

**[To be completed and returned with your proposal if the proposal is submitted as a Joint Venture/Consortium/Association]**

JV / Consortium/ Association Information	
<b>Name</b>	
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	
Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a contract is awarded, during contract execution)	
Proposed proportion of responsibilities between partners (in %) with indication of the type of the activities to be performed by each	
The contract will be signed only by one of the institutions	

Signatures of all partners of the JV:

We hereby confirm that, if the contract is awarded, all parties of the Joint Venture/Consortium/ Association shall be jointly and severally liable to UNESCO for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Stamp: \_\_\_\_\_ Stamp: \_\_\_\_\_

The contract will be signed by: \_\_\_\_\_