

Call for Proposals! Individual Consultant

Reference: Development of a discussion paper on practical strategies, approaches, and modalities in TVET to increase inclusion of migrants and refugees.

Request to submit a written proposal for a work assignment with UNESCO-UNEVOC

UNESCO-UNEVOC is inviting written proposals from Individual Experts for the work assignment described in attachment A.

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

- Terms of Reference (Annex A)
- UNESCO's contracting modalities used for this assignment: the contract template for a 'Contract with Individual Consultants' (Annex B)

Your written proposal should comprise of:

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

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

Your proposal should be submitted by e-mail to unevoc.inclusion@unesco.org no later than **17:00 (CEST) on 16 June 2023**.

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

Attachment A: Terms of Reference

Background

The target of SDG 4 is to ensure inclusive and equitable quality education and promote lifelong learning opportunities for all, through ensuring equal access to all levels of education and vocational training for the vulnerable, including persons with disabilities, indigenous peoples and children in vulnerable situations.

The human phenomena of migration and displacement strongly impact the availability of education, learning and employment outcomes. Often the most vulnerable groups in society, such as young migrants and refugees, are disproportionately affected by administrative, linguistic and practical barriers to training and apprenticeship access. UNESCO-UNEVOC recognizes that TVET is best suited to strengthen migrants' and refugees' sense of belonging and can significantly facilitate social and labour market integration by providing them with skills development, re-skilling opportunities, and local work experience. In addition, TVET plays a pivotal role in promoting labour insertion, and social mobility, and consequently reducing inequalities.

While the global refugee population has witnessed a substantial increase, only 3% of refugees have access to higher and tertiary education, compared to 38% of non-refugee students).

Young people from a migrant background are bound by barriers that result from their migrant status. Mental health challenges, legal constraints, education and training obstacles, and labour market barriers. On the other hand, vocational education and training systems are challenged with recognition of prior learning, language barriers, inclusive curricula, and integrating migrants into the labour market, while at the same time, teachers often lack understanding of intercultural education and training and support on the increased responsibility associated with migration.

Recently, UNESCO-UNEVOC published [Human Migration and TVET](#) and [TVET for Disadvantaged Youth](#) as part of UNESCO's efforts to address the current integration challenges and evolving skills demand that migrants are facing. While there has been significant policy-level commitment to increasing access to education for refugees and migrants, practical interventions to increase accessibility need to be explored further to back the policy commitments. Diversity of learners brings rich experiences in a classroom set-up, however, TVET institutions and trainers need support in realizing these benefits.

Against this background, the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA), operating in Palestine, Jordan, Syria and Lebanon, and the UNESCO-UNEVOC International Centre for TVET have collaborated to strengthen access and better respond to the specific training needs and challenges among vulnerable refugee youth to enable them to benefit from quality education and training programmes in TVET. To achieve this, a discussion paper is proposed that will seek to research and share practical strategies adopted by TVET institutions to address a range of issues that arise as a consequence of migrants entering the system.

The study includes several tasks, including (i) initial scoping and research based on the perspectives of UNEVOC Centres and UNRWA TVET centres in Arab States, (ii) collecting comparative data from participating countries and beyond, and (iii) final analysis.

Purpose of the Discussion Paper

The overall goal of this discussion paper is to provide practical strategies, approaches, and modalities that can be used by a TVET institution to make it more inclusive for migrants and refugees.

Specifically, this paper will improve understanding of the status of access, completion and progression of refugees and migrants and an analysis of enabling factors/drivers at the institutional level for success in providing comprehensive support to refugees and migrants in TVET.

The report will synthesize evidence concerning:

- The participation of refugees and migrants in TVET,
- Varying rate of completion of studies and progression to the world of work for refugees in various countries under the study,
- Specific barriers faced by refugees and migrants during the different stages of a student's journey,
- Enabling factors/drivers at institutional levels (including TVET environment, training modes and trainers' professional development to respond to the needs of refugees),
- Successful good practices and interventions available (identify basic indicators for inclusion of refugees and migrants),
- Recommendations for policy and practice and areas of further research in TVET

The impact expected is the creation of awareness on TVET opportunities and innovative and diverse interventions for refugees and migrants, empowering and increasing access to TVET, performance and progression for young refugee girls and women and sharing best practices to increase partnership collaborations and cooperation.

Scope of study

UNRWA Area of Operation (Jordan, Palestine, and Lebanon)

UNEVOC Arab States (Saudi Arabia, Qatar, UAE, Egypt, Morocco, Tunisia)

I. Description of the work

Under this contract, the Consultant will undertake the following tasks:

- A. Conduct literature review – focusing on academic and ‘grey’ literature (i.e. research and consultancy reports, doctoral and masters theses etc.) – on issues relating to (i) migration in TVET; (ii) refugees’ and migrants’ access to, completion of, and achievement in TVET programmes; (iii) school-to-work transition; (iv) specific barriers faced by refugees and migrants during the different stages in a student’s journey; (v) successful good practices and interventions available (identify basic indicators for inclusion of refugees and migrants); and (v) enabling factors/drivers at institutional levels (including TVET environment, training modes and trainers’ professional development to respond to the needs of refugees).

Enabling factors could also include, but are not limited to, teacher development strategies, curricula and pedagogy, inclusion and psychosocial support, work placement, career guidance, integrated language education, policy environment, learning environments, stakeholders; institutional arrangements and partnerships with various local actors, such as non-formal TVET providers, administrative data collection and employment outcomes, feedback mechanisms, etc.

- B. Develop a research framework and methodology that enables data collection from the participating institutions and guidance, where needed (the methodology should include a collection of qualitative and quantitative data, mapping exercise where applicable).
- C. Produce a draft discussion paper (approx. 20,000 words) that contains but is not limited to:
- i. A glossary of key terms.
 - ii. Summary of the current state in rate of access, completion of studies and progression to the world of work for refugees in various countries under the study.
 - iii. Specific barriers faced by refugees and migrants during the different stages of a student's journey.
 - iv. Enabling factors/drivers at institutional levels (including TVET environment, curricula, languages of instruction, teaching and learning modalities and trainers’ professional development and aspects of green/global citizenship to respond to the needs of refugees) (identify basic indicators for inclusion of refugees and migrants and applicable framework to facilitate understanding and to help frame further reflections).
 - v. Successful good practices and interventions available.
 - vi. Recommendations.
 - vii. References and further reading.
 - viii. Annexes.

D. Deliverables

- I. Proposed outline of research framework by 20 July 2023.
- II. Proposed outline of a discussion paper by 10 August 2023.
- III. Participate in the review meeting for the UNRWA piloting project, tentative date: 21 Sept 2023.

- IV. The first draft of the discussion paper submitted to UNESCO-UNEVOC for comments and feedback by 5 October 2023.
- V. A revised draft discussion paper by 5 November 2023.

E. Duration of the contract

From 1 July 2023 to 31 December 2023.

F. Remuneration

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

Payments will be made in instalments based on the structure of deliverables specified above and upon submission of a detailed invoice/payment claim and satisfactory results of the deliverables. UNESCO-UNEVOC will make efforts to provide feedback and approve the submitted deliverables on time, keeping in mind the project timeline.

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

Deliverables
Proposed outline of research framework by 20 July 2023.
Proposed outline of a discussion paper by 10 Aug 2023.
Participate in the review meeting for the UNRWA piloting project- tentative date: 21 Sept 2023
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A revised draft discussion paper by 5 November 2023.

G. Travel and remote arrangements

All tasks listed in the Terms of Reference are expected to be conducted remotely from the original duty station of the Consultant.

The Consultant is responsible for organizing his/her own technical and non-technical arrangements to participate in virtual meetings with the project team and partners of the project, as necessary.

H. Other specifications

The Consultant 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. Proficiency in Arabic is required for this assignment to address the specific demands of this research in the Arab states.



unesco

International Centre for
Technical and Vocational
Education and Training

In the draft discussion paper, the Consultant shall seek to present a balanced overview with regard to regional coverage and gender.

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

United Nations Security Council Sanctions List

The Consultant shall use all reasonable efforts to ensure that no funds transferred are used to benefit individuals or entities appearing on the Consolidated United Nations Security Council Sanctions List (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list#composition%20list>).



Contract N°:

(Please quote this reference in all correspondence and communications)

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, and
SCIENTIFIC AND CULTURAL ORGANIZATION

(hereinafter called "UNESCO")

(hereinafter called "the Individual Specialist")

BONN / UNEVOC

Germany

Vendor Number:

Hereby agree as follows:

TERMS OF REFERENCE

1. Under the supervision of the Individual Specialist shall:

DURATION OF CONTRACT

2. If the contract is not signed by the Individual Specialist and returned to UNESCO by at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.
3. This contract shall come into effect on , and shall expire on satisfactory completion and delivery of the services described above, but no later than , unless terminated earlier under the terms of this contract.
4. If, by the expiry date of the contract as defined in Article 3 above, the Individual Specialist has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void.
5. After the expiration of the contract, the Individual Specialist cannot claim payment for any work not delivered on time, as stipulated in article 6.3 below.

CONDITIONS OF PAYMENTS

6. Payments and Currency

- 6.1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.
- 6.2. The contract shall be drawn up and all payments made in United States Dollars, Euros or currencies in which UNESCO holds a bank account. Only one currency can be used in any one contract. Where necessary, the United Nations' operational rate of exchange on the date a contract is signed should be used to convert amounts into another currency, but no adjustments will be made for exchange rate variations during the contract period, either to the overall amount or a staggered payment.
- 6.3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

Payment N°	Upon submission to and approval by UNESCO of the following work	Article 1 Reference	Latest date for submission	Amount/Currency

- 6.4. The final payment, or each payment in the case of staggered payments, shall be made only after receipt and approval as satisfactory by UNESCO of any deliverable that the Individual Specialist is required to submit for payment under the terms of this contract.
- 6.5. All payments (see article 6.3 below) shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Individual Specialist.
- 6.6. No payments shall be made to a third party.

7. Advance Payments

Except for expenses necessarily incurred by an Individual Specialist in order to prepare for an assignment (e.g. travel or equipment), no advance payment shall be made.

8. Travel

If deemed necessary by UNESCO, the Individual Specialist who is required to travel in order to perform the work described in article 1, shall be paid a lump sum of to cover all travel related expenses, including daily subsistence allowance, tickets for the authorized travel and other related expenses (e.g. visas, vaccinations and terminal expenses), in accordance with UNESCO's usual travel provisions.

9. Reimbursement

- 9.1. If any of the work corresponding to the instalments in article 6.3 is not completed to UNESCO's full satisfaction, and/or prior to the expiration of the contract, UNESCO shall have the right to the reimbursement of full or partial payments made, including any advanced payment, to the extent that the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.
- 9.2. Any reimbursement shall be returned in the same currency as the payment was made.

10. Banking Instructions

- 10.1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:

Name of the Bank:

Address of the Bank:

Name of the Account Holder:

Number of Account:

- 10.2. Only one banking instruction is allowed in any one contract.

UNESCO TERMS AND CONDITIONS

11. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialed by the Individual Specialist and UNESCO.
12. The Individual Specialist and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order: (i) the present contract and (ii) the General Terms and Conditions attached hereto.

Signed on behalf of the Director-General of UNESCO:

Name:

Date:

Title:

Signature:

.....

Electronically approved in UNESCO system on by .

Individual Specialist:

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

Name:

Date:

Title:

Signature:

.....

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GENERAL TERMS AND CONDITIONS

Article I. Legal Status

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

Article II. Obligations

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

Article III. Declaration of Compatibility of the Professional Status

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

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at the same time, holds a supernumerary contract or contract for individual consultants or other specialists or has a fellowship with UNESCO.

- b. The Individual Specialist also certifies that, if he/she has a spouse working as a UNESCO staff member, or as an ancillary services employee, the spouse does not work in the same Sector, Bureau or field office in which the Individual Specialist will be working.

2. Multiple Contracts

- a. The Individual Specialist certifies and declares that he/she only holds one contract of any type with UNESCO at any one time. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.
- b. The Individual Specialist certifies and declares that he/she is not a beneficiary of any type of UNESCO Fellowship. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.
- c. The Individual Specialist certifies and declares that he/she does not have incompatible professional status under UNESCO's provisions governing the contracts for individual consultants and other specialists.¹

Article IV. Officials not to Benefit

The Individual Specialist confirms that no official of UNESCO has received from or will be offered by the Individual Specialist any direct or indirect benefit arising from this contract or the award thereof. The Individual Specialist accepts that breach of this provision is a breach of an essential term of this contract which renders this present contract liable for immediate termination, without notice or indemnity.

Article V. Taxes

UNESCO will not reimburse any taxes, duties or other contributions for which the Individual Specialist may be liable in respect of any payments made to him/her under the terms of this contract.

Article VI. Use of Name, Emblem or Official Seal of UNESCO

The Individual Specialist shall not in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with his/her business or otherwise.

¹ In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:

- a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
- a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
- a member of any UNESCO Committee, International Programme Governing Body or National Commission;
- the External Auditor and members of his or her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
- a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
- other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.

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Article VII. Confidential Nature of Documents and Information

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Individual Specialist under this contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this contract.

Article VIII. Title Rights

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

Article IX. Protection of Personal Data

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

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

Article X. Medical Clearance

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

Article XI. Insurance

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

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

Article XII. Title to Equipment

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

Article XIII. Termination

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

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

Article XIV. Arbitration

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

Article XV. Amendments

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

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