

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

**Reference:** BILT expert group on new qualifications and competencies in the building and construction sector; Expert Group Co-Lead 2024-2025

**18 December 2023**

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

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

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

Your written proposal should comprise of:

1. Two descriptions of the approach and methodology to be applied to fulfil the tasks for the two implementation periods as outlined in the attached Terms of Reference (Attachment A)
2. Two budgetary proposals based on the deliverables listed under point 4 of the Terms of Reference – one for 2024 and another for 2025 (Attachment A)
3. Examples of previous projects undertaken that are of a similar nature
4. The CV(s) of the team and experts proposed

Your proposal and any supporting documents must be in English; the budgetary proposals should be in USD or EUR.

UNESCO places great emphasis on ensuring the objectives of the work assignment as described in the Terms of Reference are met. Accordingly, in assessing the proposals for the assignment, attention will focus, first and foremost, on the technical elements. From those proposals deemed suitable according to the requirements of the Terms of Reference, UNESCO shall select the proposal that offers best value for money.

**Your proposal should be submitted by email no later than 23:00 (CET) on 21 January 2024.**

**The email address is:** [unevoc.bilt@unesco.org](mailto:unevoc.bilt@unesco.org)

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

## Terms of Reference

### BILT Expert Group on new qualifications and competencies in the building and construction sector; Expert Group Co-Lead 2024 & 2025

#### 1. Background: the BILT Project

The Bridging Innovation and Learning in TVET (BILT) project is funded by the German Federal Ministry for Education (BMBF) and implemented by UNESCO-UNEVOC with support of the German Federal Institute for Vocational Education and Training (BIBB). The target groups of the BILT project are stakeholders in TVET: policy makers at Ministries and national bodies, labour market partners, TVET providers, and researchers. The project started in 2019 and will continue until 2025.

The overarching theme for BILT is **new qualifications and competencies** to ensure that TVET remains relevant for individuals, economies and societies.

The four complementary TVET themes of BILT are **digitalization; greening; entrepreneurship; and migration**.

The activities of the BILT project are carried out along the following areas:

- **Bridging:** Strengthening the bridges between TVET stakeholders in Africa, Asia and the Pacific and Europe. The main activity in this area for the next biennium are 6-monthly meetings in Europe (Q2, 2024); Africa (Q3/Q4, 2024); Asia and the Pacific (Q2, 2025) and the Learning Forum (Q4, 2025).
- **Innovation:** Fostering innovation and knowledge generation. This includes the publication of Innovation and Learning Practices (ILPs) in TVET from the three project regions. ILPs are innovative, transferable to other contexts, and relevant to the project themes and objectives and to UNESCO priorities. Furthermore, this includes the work of the BILT Expert Groups.
- **Learning:** Reinforcing learning and capacity building. Regular activities in this area are the 'Learning Labs' - webinars that serve to explore in-depth specific ILPs as an opportunity for peer learning. Furthermore, capacity building workshops for self-assessment with regards to the 'three I's process' are organized.

The first BILT Expert Group, in 2021, focused on the 'three I's' approach for new qualifications and competencies in TVET: identification, integration and implementation. The second BILT Expert Group, in 2023, focused on the dual transition of greening and digitalization in the hospitality and tourism sector.

For 2024-2025, the BILT Expert Group will work on the building and construction sector, with a special focus on:

- **greening** TVET for the sector,
- **digitalization** of TVET delivery, and
- the impact of **migration** on TVET for the sector.

The BILT project has a dedicated website which can be accessed through this link: [BILT: Bridging Innovation and Learning in TVET \(unesco.org\)](http://BILT: Bridging Innovation and Learning in TVET (unesco.org))

## 2. The BILT Expert Group

### Purpose of the Expert Group

The objective of the Expert Group is to undertake analysis and prepare content and to:

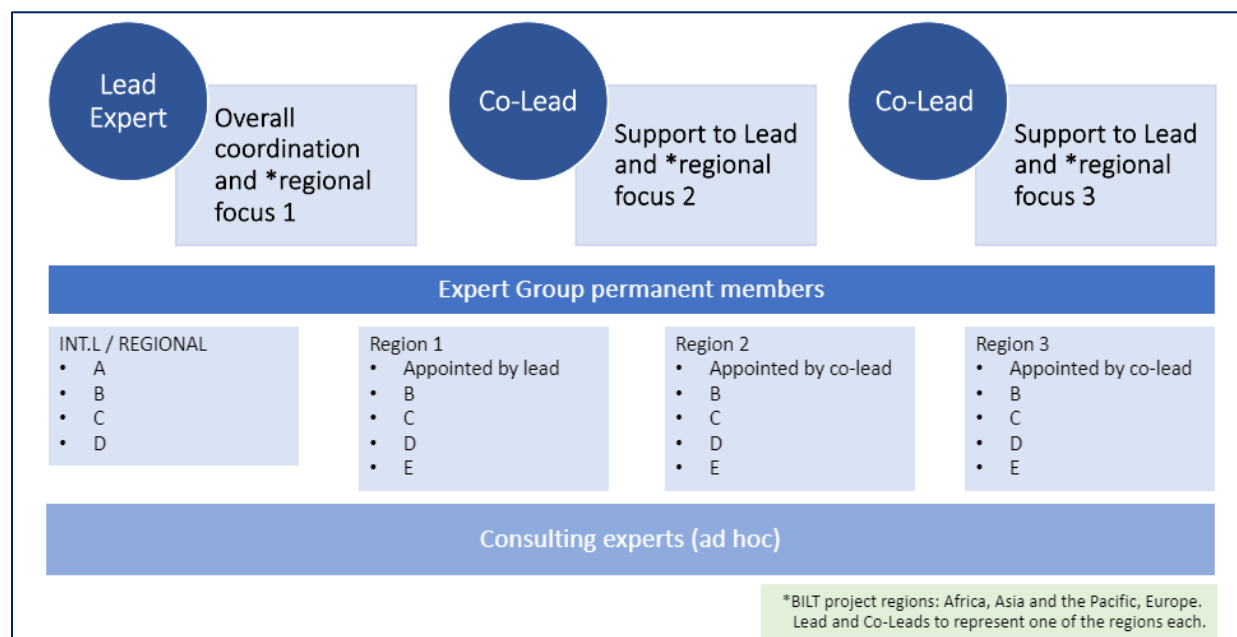
- Summarize **current debates** around new qualifications and competencies and take stock of current initiatives for the building and construction sector within the three BILT regions;
- Identify, analyse and deliver **innovative practices** from the building and construction sector in each BILT region; and
- Develop **recommendations** and knowledge materials on new initiatives and practices.

The Lead and Co-Lead institutions will organize this process - meetings, discussions and expected deliverables - in alignment with the BILT team from UNESCO-UNEVOC and BIBB.

### Proposed group structure and size

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

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



## Duration of assignment

The deliverables outlined below shall be developed between **February 2024 and August 2025**.

During this period, the Expert Group Co-Lead will enter **two separate contracts** with UNESCO-UNEVOC – one for the period **February to November 2024** and another for the period **February to August 2025**. The contracts for each period will have separate terms of reference as well as separate sets of deliverables. The composition of the Expert Group will remain the same throughout. **The work of the Expert Group is carried out between February 2024 and August 2025, but the deliverables will be submitted within the timeframes of the two contracts.**

## 3. Tasks and expected outputs

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

(a) In February 2024:

- I. Nominate a **subject matter expert** from the region as a member of the BILT Expert Group.
- II. Develop a **workplan** and suggested methodology for the BILT Expert Group.
- III. Prepare a **meeting timetable** for the period February 2024 to August 2025.
- IV. Draft and implement a **communication plan** to promote BILT Expert Group work and outcomes throughout the duration of the Expert Group. Communication measures may include posts on social media; web articles; journal articles and newsletters from Expert Group members; presentations at non-BILT events; organization of information sessions.

(b) Support the Lead Expert in the overall planning and implementation of online and in-person meetings, together with the second Co-Lead.

- I. **Up to eight online meetings** shall take place between **February and November 2024**, and **up to four online meetings** shall take place between **February and August 2025**. Three of these meetings will be in hybrid mode and organized during the bridging events of BILT - Europe (Q2, 2024); Africa (Q3/Q4, 2024); Asia and the Pacific (Q2, 2025). The Lead and Co-Leads may need to attend the bridging events in-person.
- II. Prepare meeting agendas, invite guest participants from the UNEVOC Network and other TVET networks, identified with support from the BILT team and the Co-Leads.
- III. Moderate and document discussions on new qualifications and competencies in TVET in the building and construction sector within the three regions of the project.
- IV. For the Expert Group meetings organized during the bridging events of BILT, prepare an **article** for the BILT website and a **post** for social media platforms covering the contributions and results of the working meetings.

(c) Support the Lead Expert to coordinate a mapping exercise on skills needs and current developments to address these in TVET for the building and construction sector (including resources). Collect from each Expert Group member in the region a 2-page information paper by **April 2024**, including at least 2 relevant resources on focus topics (digitalization, greening, migration) providing a regional, national or international perspective on this topic, to share with the Expert Group members.

- (d) Together with the Lead and the second Co-Lead, **contribute to the BILT bridging events** in Europe (Q2, 2024); Africa (Q3/Q4, 2024); Asia and the Pacific (Q2, 2025).
- (e) Coordinate, collect and consolidate the contributions of the group members in the respective region and capture this in the meeting reports.
- (f) Identify **four** previously unpublished innovative initiatives (to potentially become new BILT Innovation and Learning Practices – ILP after being vetted by the BILT team), implemented by TVET institutions from the respective region, in the field of building and construction and related to either greening, digitalization or migration. **Three** of the innovative initiatives are to be submitted between **February and November 2024** and the remaining **one** innovative initiative is to be submitted between **February and November 2025**.
- I. Collect information about the innovative initiatives according to UNESCO-UNEVOC's innovation criteria and indicators (relevance, innovation, transferability).
  - I. Innovative initiatives should showcase examples from the different institutional levels (macro, meso, micro). Possible examples might include:
    - Identify new skills' needs in the building and construction sector;
    - New mechanisms to forecast/anticipate skills' needs from the sector;
    - New approaches to integrate new skills into curricula and qualifications (including the emergence of new types of qualifications);
    - Greening the curriculum for the sector;
    - Use of new digital technology in the delivery of skills and qualifications in the sector;
    - How to upskill and reskills workers within the sector, including migrants.
- (g) Out of the ILPs identified under (f) and submitted between February and November 2024, recommend at least **one** from the respective region for a **potential Learning Lab**. These Learning Labs can potentially be organized by the BILT team in 2025.
- (h) Together with the second Co-Lead, support the Lead Expert to **prepare interim results** for the BILT Advisory Committee. The interim results will be presented during the bridging event in Africa (Q3/Q4 2024).
- (i) Together with the second Co-Lead, support the Lead Expert in the writing of a **synthesis document with practical recommendations** based on the current trends in building and construction about the digitalization in TVET delivery, greening and migration, outlining recommendations for policy makers and practitioners in TVET. An advanced **draft** of the document is to be submitted by **October 2024**, and a **final** document is to be submitted by **August 2025**.
- (j) Monitor the work of, and **create links with national, regional and international organizations** working in building and construction, creating an overview of their activities. This helps to integrate the perspectives of these organizations and to disseminate the results with them.
- (k) Disseminate existing tools and products by partner institutions and Expert Group members within the project regions (e.g. Erasmus+ projects to non-EU regions, African and Asian projects to EU region, etc.)
- (l) Share updates on progress and activities of the BILT Expert Group on social media as well as on UNESCO-UNEVOC website, and institutional websites of the Expert Group members.
- (m) Disseminate the final results and recommendations of the BILT Expert Group. Work with the second Co-Lead and the Lead Expert to present at relevant conferences, in webinars, sectoral events, and possibly in the BILT Learning Forum in Q4/2025.
- (n) Work with the second Co-Lead and the Lead Expert to **present** project results, identified trends and conclusions as available at the BILT Bridging Events in Europe, African and Asia and the Pacific.

- (o) Support the Lead Expert to draft **roadmap** for possible future actions, including options for capacity building.

In designing the outputs, the Lead and Co-Leads must consider the multiplicity of target groups of the BILT project (policymakers; labour market partners; researchers and practitioners). The outputs should complement the work on skills development in the sector undertaken by other international organisations.

#### 4. Timeline and deliverables

The project timeline is from **February 2024** to **August 2025**.

**Two proposals** are to be submitted: one for the deliverables to be submitted between February and November 2024 (Year 1 – deliverables 1, 2 and 3) and another for the deliverables to be submitted between February and August 2025 (Year 2 – deliverables 4 and 5).

##### **Deliverable 1: Planning, preparation and information papers; 30% of Year 1 budget**

**Due: end of April 2024**

- Appoint subject matter expert from the region as member of the group
- Workplan and suggested methodology
- Information papers on skills needs and current developments by experts
- Meeting timetable
- Communication plan
- Minutes of Expert Group meetings
- Dissemination of work done by Expert Group

##### **Deliverable 2: Innovative practices (part 1), structure of report, dissemination; 40% of Year 1 budget**

**Due: end of August 2024**

- Dissemination (presentation) of Expert Group project with at least one international organization of the respective region
- Plan and implement Expert Group meeting and presentation of interim results at BILT Bridging Event for Europe
- Draft structure of synthesis report
- 3 innovative practices from each respective region
- Minutes of Expert Group meetings
- Dissemination of work done by Expert Group
- Dissemination of existing tools to other BILT regions

##### **Deliverable 3: Draft report, dissemination; 30% of Year 1 budget**

**Due: end of October 2024**

- Plan and implement Expert Group meeting and presentation of interim results at BILT Bridging Event for Africa
- Presentation to BILT Advisory Committee during the Bridging Event for Africa

- 3 prospective Learning Labs for 2025 (one from reach region) proposed to BILT team
- Draft synthesis report
- Minutes of Expert Group meetings
- Dissemination of work done by Expert Group

**Deliverable 4: Innovative practices (part 2), advanced draft synthesis report, dissemination; 50% of Year 2 budget**

**Due: end of April 2025**

- Dissemination (presentation) of Expert Group project to stakeholders at an international level in the respective region
- 1 additional innovative practice from each respective region
- Advanced draft of synthesis report
- Minutes of Expert Group meetings
- Dissemination of work done by Expert Group

**Deliverable 5: Final report, dissemination; roadmap 50% of Year 2 budget**

**Due: end of August 2025**

- Presentation of final results at BILT Bridging Event in Asia and the Pacific
- Final synthesis report
- Roadmap for possible future action for beyond August 2025
- Minutes of Expert Group meetings
- Dissemination of work done by Expert Group

## 5. Remuneration

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

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

Should the final invoice amount exceed the amount under Article I.5, an amendment will need to be agreed upon and be prepared prior to payment of the invoice.

## 6. Other specifications

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

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

Under this assignment, missions for in-person meetings of the Expert Group are anticipated. For the missions to attend the bridging events mentioned in 3(b) the implementing partners will cover the costs.

For any other missions a travel lump sum will be provided by UNESCO-UNEVOC and an amendment to the contract will need to be prepared. UNESCO's travel regulations will be used to cover the costs of the missions.



Contract N°:

(Please quote this reference in all correspondence and communications)

## CONTRACT FOR SERVICES

THE UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION

and Name

(hereinafter called 'UNESCO')

(hereinafter called 'the Contractor')

the headquarters of which are situated in Paris  
*BONN / UNEVOC*

Address

*Germany*

Vendor  
number

### Article I. Work assignment

Contract entered into between UNESCO and the Contractor in order to perform the following:

### Article II. Duration of contract

2.1 If the contract is not signed by the Contractor and returned to UNESCO by at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

2.2 The effective date of the contract is the date of signature by the Contractor and its expiry date is the date of approval by UNESCO of the work submitted by the Contractor or otherwise, at the latest, the deadline for submission of the work corresponding to the final payment indicated in Article III.3.2 below.

2.3 if, by the expiry date of the contract as defined in Article II.2.2 above, the Contractor has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void unless an amendment extending the period of the contract has been signed by both parties in accordance with Article IV below.

### Article III. Conditions of payments

#### 3.1 Total Fee, Currency and Payment

3.1.1 UNESCO shall pay the Contractor the sum of . All payments shall be made in the currency of the contract. UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party hereto. Installments expressed in US\$ and payable in currency than US\$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

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

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

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

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

Name of the Bank:

Address of the Bank:

Name of the Account Holder:

Number of Account:

### 3.2 Instalments

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

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

### 3.3 Advance Payment

3.3.1 One of the above payments represents an "advance payment", i.e. a payment of part of the fees in advance of the performance of contractual services:

Yes: Payment N°

No

3.3.2 If yes, the amount of this advance payment shall not exceed the expenses which the Contractor will need to pay before completion of the task(s) referred to in the Contract above and relates to:

	Detailed Description	Amount/Currency
(i)		

### 3.4 Reimbursement

3.4.1 If the work corresponding to any or all of the above instalment payments has not been approved by UNESCO and is not in conformity with the contract specifications or terms of reference, UNESCO shall have the right to reimbursement of full or partial payments made including the advance payment. UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of this Contract.

3.4.2 Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

### 3.5 Travel

If the Contractor is required to travel in order to perform the work described in Article I above, a lump-sum is included in the fee indicated in Article III.3.1.1 to cover daily subsistence allowance and the cost of the tickets for the authorized travel. No additional travel expenses other than the agreed lump sum shall be reimbursed.

### Article IV. Amendments

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who, if deemed necessary, will prepare the letter of amendment for mutual agreement and signature.

### Article V. UNESCO Terms and Conditions

5.1 This contract is subject to UNESCO Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by both the Contractor and UNESCO.

5.2 The Contractor and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order:

- a) The present contract;
- b) The Terms of Reference, attached hereto [if applicable];
- c) The General Terms and Conditions attached hereto;
- d) The Contractor’s Proposal [if applicable];

Signed on behalf of the Director-General of UNESCO:

Name:

Date: [ds

Title:

Signature:

.....

Electronically approved in UNESCO system on by .

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

Name:

[ds

Date:

Title:

d2]

Signature:

.....

# GENERAL TERMS AND CONDITIONS FOR SERVICES

## 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

## 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

## 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

## 4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

## 5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

## 6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## 7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide

and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or

loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage

8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

## 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## 10. TITLE TO EQUIPMENT

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

## 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law

## 12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

## 13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or

Initials:

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. UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15. TERMINATION**

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The

Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

#### **16. SETTLEMENT OF DISPUTES**

##### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

##### **16.2 Arbitration**

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

#### **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter-alia, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19. CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

#### **20. MINES**

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention Prohibitions and Restrictions on the Use of Certain Conventional

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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 as set forth in condition 23 above.

## 24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999).

The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## 25. AUDITS AND INVESTIGATIONS

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the

Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

## 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

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

## 27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

## 28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful

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destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

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