



Call for Proposals

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

**UNESCO is inviting written proposals for an individual Consultant to Support
Project Communications and Content Management**

**For
GEF International Waters: Learning Exchange and Resource Network (GEF
IW:LEARN)**

**A GEF Full-Sized Project, Implemented by UNDP and UNEP, and Executed by
UNESCO-Intergovernmental Oceanographic Commission (IOC)**

To enable you to prepare a proposal for this assignment, please find attached the Terms of Reference (Attachment A) and the UNESCO's contract for Individual Consultants, the contracting modality used for these assignments (Attachment B). Your written offer should comprise:

(a) A Technical Proposal consisting of:

- an up to date curriculum vitae including the contact details of three professional references, and
- an approach and methodology for the assignment, a workplan and comments on the Terms of Reference if any (max. 2 pages).

(b) The total amount to be charged for the assignment, which should be quoted in US dollars or in euros only and should indicate the consultant's monthly rate.

Your proposal and any supporting documents must be in either English or French. Documents should be consolidated into a single document and all file names should include the family name of the applicant.

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

Your proposal should be submitted by e-mail to claudette@iwlearn.org no later than **end of the day (23:59 CET) 10 February 2023**. E-mail proposals should not exceed 5MB. It is the individual's responsibility to ensure that his/her proposal is received by the deadline.

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

Attachment A

Terms of Reference Project Communications and Content Management Consultant

1. BACKGROUND INFORMATION ON THE PROJECT AND ASSIGNMENT

Within the overall framework of the IOC Programme and Budget 2023-2024, in particular the project IW:LEARN 5, the Individual consultant will work under the overall supervision of the Head of MPR/IOC and the direct supervision of GEF IW:LEARN Project Manager.

The GEF International Waters: Learning Exchange and Resources Network (GEF IW:LEARN)'s latest phase commenced in 2022, with the endorsement of a fifth phase of the project (IW:LEARN5). IW:LEARN 5 will be implemented from July 2022 until mid 2026. The project represents a cooperative effort between the UN Development Programme (UNDP) and UN Environment Programme (UNEP), but with the involvement of all GEF Agencies and project partners.

The Global Environment Facility (GEF) is a global partnership among 183 countries, international institutions, non-governmental organizations (NGOs), and the private sector to address global environmental issues while supporting national sustainable development initiatives. It provides grants for projects related to five focal areas: biodiversity loss, chemicals and waste, climate change, international waters, and land degradation. The GEF international waters focal area targets transboundary water systems, such as river basins with water flowing from one country to another, groundwater resources shared by several countries, or marine ecosystems bounded by more than one nation.

In pursuit of its global and regional objectives, IW:LEARN seeks to strengthen the knowledge management capacity and promote scale-up learning of disseminated experiences, tools and methodologies for transboundary water management - across and beyond the GEF IW portfolio, together with a global network of partners. In this respect, the significance of iwlearn.net to the GEF IW portfolio goes beyond being a marketing platform and an online presence; it is regarded as the main online resource for all GEF IW information, a true knowledge management system for the portfolio.

2. OBJECTIVES OF THECONSULTANCY

This terms of reference covers the work of a Consultant to act as IW:LEARN Content and Communications Officer to undertake activities in support of communications and content management, including the further enhancement of the iwlearn.net's features and content. The Consultant will lead and manage the implementation of the activities based on the UNDP Project Document, with specific activities and deadlines as summarized in the next section.

3. SPECIFIC TASKS

Key tasks for the Consultant include:

A. Manage and Update Content on the IW:LEARN website

The Consultant will work, in coordination and with advice from the PCU, on modifying, adding or updating content across the iwlearn.net website. This will generally include

corrections to project profiles, uploading of new documents and projects, and editing of both organizational and contact information. Specific tasks for the Consultant include:

- Update and maintain iwlearn.net, including supporting the update of the project database (project information, contacts, organizations, project outputs, new projects), website archive, carousel updating, etc.
- Data visualization, including advising on the update of existing portfolio visualization maps and creation of new thematic maps
- Provide technical support to portfolio projects on digital activities (website creation toolkit and archiving, geospatial data, communications, event management).

B. Upgrade of GEF IW:LEARN web platform system and user interface

The Consultant will work in cooperation with the IT consultant and with advice from the PCU. The team will assess and integrate additional features to the web platform to meet the emerging needs of stakeholders and to support other project activities planned for this phase. Specific tasks for the Consultant include:

- Plan a 3-day visit to IOC-UNESCO headquarters to agree on the details of the upgrades required
- Carry out consultations with the IW portfolio focus group, through a short survey/individual interviews/Google Analytics, on the functionalities, features and enhancements of iwlearn.net website, including data visualization and other requirements for the benefit the portfolio
- Propose improvements for web design to allow for easier access to the synthesis of key individual project results and experiences
- Propose enhancements of the features of iwlearn.net, enriching its content, amplifying visually the IW:LEARN knowledge and communication products and project experiences, also by making them more easily discoverable on the platform
- Contribute to the drafting of the ToR for the longer-term IT consultancy support
- Provide a short plan (including timeline) that considers the advice and recommendations on the enhancement of the website functionalities and features
- Work closely with the IT consultant/web programmer on the enhancement of iwlearn.net, assist in the planning, design and testing of new features, including the redesign of the landing page
- Work with partners on the enhancement and management of the Spatial Lab and the LME Hub, including assisting in designing and preparing content for new linkages and services

C. Support the establishment or maintenance of specific thematic hubs

- Support the maintenance and update of the established hubs (Groundwater and Conjunctive Management hub; LME hub)
- Consult portfolio and partners on the scoping and design of the Communications, Nexus, and SIDS hub

- Propose design, content and web template of the new hubs (Communications and Nexus), with the help of the IT consultant as required

D. Lead in the development and dissemination of communications products

The Consultant will, working together with the PCU, produce and disseminate communications products and templates for the Project. These will include specifically:

- Prepare and distribute IW:LEARN Portfolio Bulletin
- Support the redesign of the project profile presentations to contain more succinct and visible snapshots of key project results and experience
- Assist PCU in website and communications-related activities, e.g. updating social media posts and other ad-hoc tasks
- Assist PCU in the production and dissemination of communication products for key events in 2023

4. Duration of the Consultancy

The consultancy will be for 11 months. The expected effort during this period is estimated at 1-3 days per week.

5. Deliverables

Throughout the duration of this contract, the consultant will provide regular brief progress reports (status of tasks and/or deliverables submitted) to the IW:LEARN Project Manager.

6. Qualifications and Experience

- Master in Communication or a related field or sufficient experience in organizational communication and/or communication for change
- At least 5 years of experience in the field of communications and/or content management
- Experience with managing and developing creative content on web-platforms
- Experience with GEF international waters portfolio will be an asset

7. Supervisory arrangements

The Head of IOC/MPR will assume the overall supervision of the PCU and the Project Manager who is responsible for day-to-day supervision and implementation of the project. At no point should the Consultant make representations or act on behalf of UNESCO-IOC or any of the project partners.

8. Facilities to be provided by UNESCO

UNESCO will provide the Consultant with all required access to working files, UNESCO network, knowledge-management systems (including institutional email and Microsoft TEAMS accounts), and temporary office space if needed on occasional presence at UNESCO Headquarters.

9. Taxes

UNESCO will not reimburse any taxes, duties or other contributions for which individuals may be liable in respect of any payments made to them under the terms of their contract.

10. Insurance

Individuals issued with a contract for individual consultants or other specialists are covered by UNESCO's insurance policy for work-related illness, injury, accidents or death whilst performing their official duties or travelling on behalf of the Organization. The insurance premium for the coverage, as determined by Pension and Insurance Section (HRM/SPI), must be included in the financial commitment for the contract.

11. Social Benefits

Individual consultants and other specialists shall be responsible for arranging, at their own expense, any medical insurance that they consider necessary during the contract period. Unless they are affiliated by virtue of their status as former staff members, they cannot be enrolled in the UNESCO's Medical Benefit Fund or United Nations Joint Staff Pension Fund. Individual consultants and other specialists are not entitled to paid annual or sick leave.

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, and
SCIENTIFIC AND CULTURAL
ORGANIZATION

(hereinafter called 'UNESCO')

7, place de Fontenoy, 75352 Paris 07 SP
France

(hereinafter called 'The Individual
Specialist')

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 [dd/mm/yyyy] 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 [dd/mm/yyyy], and shall expire on satisfactory completion and delivery of the services described above, but no later than [dd/mm/yyyy], 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	Upon submission and approval by UNESCO of the following:	Reference Article 1	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 above) 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 [] (state currency, which must be the same as the currency in article 6.3) 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 Bank:

Name of the Account Holder:

Number of Account:

IBAN Number:

SWIFT Address:

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 initialled by both parties, 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 :

Individual Specialist:

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

_____	_____
Name :	Date :
_____	_____
Title :	Signature :

1. 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.

Initials:

Article III. Declaration of Compatibility of the Professional Status

1. Family Ties

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

- (i) 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.
- (ii) 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.

3. 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.*

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.

* 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.**

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 or 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.

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 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. (i) The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.

(ii) 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.

(iii) If any injury, illness or death for which compensation is payable under the above provisions is caused in circumstances which, in the UNESCO Director-General's opinion, create a legal liability on the part of a third party to pay damages, the 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.
2. Other than the provisions set out in Article XI, paragraph 1(ii), 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.
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 remaining 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 XIII, 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.