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Intergovernmental
Oceanographic
Commission

Contract for Individual Consultant

Request for written proposal

Reference: IOC/OST/IC/018/25

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

UNESCO is inviting written proposals from Individual Consultants 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 template for contract for Individual Consultants, the contracting modality used for these assignments (attachment B);
- (c) For any further questions about the assignment please contact:
Kristin de Lichtervelde via info@iode.org

Your written should comprise:

- (a) A Technical Proposal consisting of
 - an up-to-date personal curriculum vitae;
 - a motivation letter indicating how your qualifications and experience make you suitable for the assignment;
 - an indication of the approach and methodology you would adopt to carry out the assignment, a workplan and comments on the Terms of Reference if any (in brief).
- (b) The amount to be charged for the assignment, which should be quoted in US dollars or in euros only.

Your proposal and any supporting documents must be in either English or French.

Contract for Individual Consultant Request for written proposal

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 no later than close of business (17:00 Paris time) on **21 March 2025**

Email proposals should not exceed 5MB.

The e-mail address is: info@iode.org

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.

Terms of Reference for Individual Consultant (IC)

Description of the assignment (Title of consultancy):

OBIS Stakeholder Officer

Project/Section Title:

IODE/OBIS – Associate Project Manager Marine & Coastal Biodiversity
Observations

Modality and Period of assignment/services:

11-month duration (between April 2025 and February 2026) on the basis of a
75% work charge

1. Background

Through a global collaborative platform, OBIS provides access to scientific data and information on the diversity, abundance and distribution of marine species. OBIS was established in 2000 and is one of the core programme components of IODE (International Oceanographic Data and Information Exchange), which is a programme of the Intergovernmental Oceanographic Commission (IOC) of UNESCO and was founded in 1961. The purpose is to enhance marine research, exploitation and development, by facilitating the exchange of oceanographic data and information between participating member states and by developing applications that meet the needs of users of marine data and information products.

OBIS is taking part in an EU-funded project, MARCO-BOLO (MARine COastal BiODiversity Long-term Observations) which aims to structure and strengthen European coastal and marine biodiversity observation capabilities. The main objective is to enable a digital framework for coastal and marine biodiversity data streams and data access. This will be done by building on international standards and approaches to establish the biological component of the marine and coastal Earth observation Infrastructure in Europe. One of Marco-Bolo's main aims is a more effective knowledge transfer and uptake of data and information products through the establishment of a stakeholder community and close engagement through co-design/co-creation workshops.

A major part of the project and relevant for this consultancy is the task of establishing the communities of practice around policy and management, industry, civil society and research and motivating the community in designing and co-creating fit-for-purpose data and information products. This will require a close connection with on one end the creators and on the other end the users of these products.

2. Scope of work, purpose & responsibilities of the proposed work

UNESCO-IOC is seeking an individual consultant to assist with the coordination of the Marco-Bolo project and more specifically the work related to Work Package 6 “Stakeholder Engagement and Community Integration”. The objectives of WP6 are to ensure that the project outcomes are stakeholder-driven and mission-oriented, that they match end-user needs and feed more effectively into policy processes and support the EU and its member states reaching its biodiversity targets. Specifically, WP6 will:

- Create and mobilize a Community of Practice (CoP) for stakeholders across the marine biodiversity knowledge value chain to optimize knowledge generation, transfer and uptake of project (and wider) marine biodiversity knowledge outputs.
- Enable stakeholder consultation and co-design of data products that better meet user needs and requirements across the policy, civil society, industry (blue economy) and research stakeholder groups.
- Monitor progress and the impact of the project on improving the delivery and uptake of data and information products as part of a more coordinated marine biological observing system

Under the direct supervision of Ward Appeltans (OBIS Programme Manager) and in close collaboration with the OBIS Team and the Marco-Bolo Coordination Team the Consultant shall:

- (i) **Manage project activities related to WP6 (25%):**
 - a. Coordinate and monitor the overall work of WP6:
 - i. Act as a central focal point for WP6.
 - ii. Oversee and facilitate the work of WP6 partners.
 - iii. Monitor the project workplan to ensure timely delivery of tasks, deliverables and milestones so that reporting requirements are met.
 - iv. Carry out regular administrative and technical tasks.
 - v. Schedule and keep track of activities in Notion.
 - b. Organize, chair, participate in and/or represent UNESCO and WP6 in project related internal and external meetings:
 - i. Internal WP6 meetings.
 - ii. Project Implementation Committee (PIC) meetings.
 - iii. Meetings of technical WPs (1-5).
 - iv. Other relevant internal and external meetings as they arise.
- (ii) **Continue developing and operationalizing the Marco-Bolo Community of Practice (CoP) (50%):**
 - a. Organize and chair online meetings of the Core CoP at 6-month intervals so members can provide advice and steer overall stakeholder engagement.
 - b. Continue efforts to build and engage a wider CoP including Core CoP members and the wider marine biodiversity observation community representing global, regional, national and local stakeholder groups to innovate across the full marine biodiversity observation pipeline.

- c. Engage regularly with technical Work Packages (1-5) to set up feedback loops in the creation of Marco-Bolo data products, tools and services to ensure consideration of end-user needs and requirements in project output development, testing of prototypes and review of project products.
 - d. Support the organization and implementation of targeted co-design/co-creation/stakeholder consultation sessions and workshops on specific products from technical WPs (2-5) with identified potential end-users of those products.
 - e. Lead the development of three co-design/co-creation/stakeholder consultation workshop reports, with recommendations/decisions for the project workplan.
 - f. Support the development of Knowledge Transfer assets based on key MBO outputs.
 - g. Actively pursue joint activities and/or knowledge sharing with relevant stakeholders (EU Horizon Europe's sibling projects, GOOS BioEco Panel, EuropaBON, Biodiversa+, etc.) when opportunities arise.
 - h. Lead the planning and organization of the Final Community of Practice Event to be held April-June 2026 with the aim of showcasing and disseminating project outputs to the wider CoP.
- (iii) **Lead on the preparation of the WP6 technical progress report up to Month 36 (Dec 2025), including reporting of communication and dissemination activities (10%).**
- (iv) **Liaise with the project communications team to draft content for WP6 related outreach material, e.g., web articles, content for the website, etc. (5%)**
- (v) **Carry out other tasks related to project implementation as needed or as requested by the supervisor (10%).**

3. Expected Outputs and deliverables

The consultant will produce monthly progress reports, to be approved by the OBIS Programme Manager, including any outputs and deliverables associated with the Specific Tasks outlined under section 2 of this ToR according to the following schedule:

Deliverables/ Outputs	Estimated Duration to Complete (working days)	Target Due Dates
Progress report on the achievements following tasks under point 2	15	1 month from contract signature date
Progress report on the achievements following tasks under point 2	15	2 months from contract signature date

Attachment A – Terms of Reference (TOR)

Progress report on the achievements following tasks under point 2	15	3 months from contract signature date
Progress report on the achievements following tasks under point 2	15	4 months from contract signature date
Progress report on the achievements following tasks under point 2	15	5 months from contract signature date
Progress report on the achievements following tasks under point 2	15	6 months from contract signature date
Progress report on the achievements following tasks under point 2	15	7 months from contract signature date
Progress report on the achievements following tasks under point 2	15	8 months from contract signature date
Progress report on the achievements following tasks under point 2	15	9 months from contract signature date
Progress report on the achievements following tasks under point 2	15	10 months from contract signature date
Final report on the achievement of the tasks under point 2	15	11 months from contract signature date
	Total: 165 days	The total duration of the contract: 11 months from contract signature date

4. Proposed Methodology

Please draft a methodology outlining your proposed approach for completing this assignment. This should include:

1. **Approach:** Describe your overall strategy or framework for addressing the assignment's objectives.
2. **Steps and Processes:** Provide a summary of the main steps you will follow, from initial research or analysis through to the final deliverables.
3. **Adaptability:** Explain any flexibility in your approach to allow for adjustments based on project needs or new findings.
4. **Justification:** Briefly justify why you believe this methodology is appropriate for achieving the desired outcomes of this assignment.

5. Supervisory arrangements

The consultant will have regular meetings with the Programme Manager, the OBIS Team and the Marco-Bolo Coordination Team.

The consultant will also be required to use the project management tools in place to register progress on the tasks assigned.

6. Duration of work

The consultancy will be part-time (75%, average of 15 days per month) for 11 months between April 2025 to February 2026. The consultancy will be undertaken remotely with regular contact with the OBIS Secretariat/IODE office in Oostende, Belgium.

Please note that one working day is defined as 7.5 hours of work.

7. Duty station

The consultant shall work remotely from their home and bear these costs.

When requested by the OBIS Programme Manager, the consultant will be expected to attend meetings on site. UNESCO will cover the costs for approved expenses.

8. Facilities to be provided by UNESCO (if any)

UNESCO will provide the Consultant with all required access to working files, UNESCO network, and knowledge-management systems (including institutional email and Microsoft TEAMS accounts).

9. Facilities to be provided by the consultant (if any)

The consultant will provide a computer and a good quality of internet to be able to participate in online meetings.

10. Requirements for experience and qualifications

I. Academic Qualifications:

- PhD or similar experience in environmental, marine or biological sciences.

II. Years of experience:

- A minimum of 5 years of professional experience working with key stakeholders in the marine biodiversity observation community, with at least two years of international experience.

III. Technical experience:

- A minimum of 5 years' experience in project management.
- Practical familiarity with ocean observing techniques, data management and information generation activities.
- Experience in organizing workshops and meetings.

IV. Proposed Methodology:

Proposals will be evaluated on the clarity, relevance, and feasibility of the proposed approach and timeline.

V. Desired Competencies:

- Knowledge of a second language is desirable (e.g. French or Spanish).
- Ability to plan own work and manage conflicting priorities, work under pressure.
- Strategic thinking and planning.
- Very good interpersonal skills and ability to maintain effective partnerships and working relations within a multicultural environment; ability to work collaboratively as part of a team to achieve organizational goals
- Excellent organizational skills and attention to detail.
- Excellent problem-solving ability, including taking part in the resolution of issues and in the application of good judgement.
- Good communication skills. Fluent in spoken and written English. Ability to write and speak clearly and effectively, including the ability to draft reports in a concise style and communicate complex scientific information to a broader audience via visual, written and verbal modes.
- Self-motivated and resourceful, with the proven ability to multi-task and prioritize multiple assignments.
- Working remotely with an international team, and individually.

Attachment A – Terms of Reference (TOR)

11. Criteria for selection of the best offers

Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%; using the following evaluation criteria

There may be an interview as part of the selection process.

Criteria	Weight	Max. Point
<u>Technical Competence</u>	70%	700
• <i>Criteria A/B: Academic qualification and years of experience</i>		100
• <i>Criteria B: Technical experience</i>		200
• <i>Criteria C: Proposed methodology</i>		300
• <i>Criteria D: Desired competencies</i>		100
<u>Financial</u> (Lower Offer/Offer*300)	30%	300
<u>Total Score /1000</u>	Technical Score + Financial Score	

Weight per Technical Competence	
Weak: below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.

12. Scope of Price Proposal and Schedule of Payments

The consultant will be paid based on a monthly basis upon receipt of satisfactory monthly activities report.

13. 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.

14. 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 traveling 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.

15. 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.

16. Data Retention Notice

Please note that the Intergovernmental Oceanographic Commission (IOC) may retain the contact details of interested consultants in its internal database for potential future opportunities.

If you have any concerns or objections to this, please indicate this clearly in your response to this call.

Financial Proposal template
Breakdown of costs

Breakdown of Cost

Cost Component	Unit Cost	Quantity	Total Rate for the contract duration
I. Personnel Costs			
Professional Fees (including medical coverage, communications, transportations etc..)		XX working days or months	
TOTAL			

Date

Signature

This section has another numbering

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.