



**unesco**

Intergovernmental  
Oceanographic  
Commission

## **Contract for Individual Consultant**

### **Request for written proposal**

**Reference:** IOC/MPR/IC/026/25

#### **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:  
Malek Ameri via [m.ameri@unesco.org](mailto:m.ameri@unesco.org)

Your written should comprise:

- (a) A Technical Proposal consisting of
  - an up-to-date curriculum vitae including: (i) a portfolio of relevant work; (ii) contact details of three professional references.
  - an approach and methodology for the assignment, a workplan and comments on the Terms of Reference if any (max. 2 pages).
- (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 English.

## **Contract for Individual Consultant Request for written proposal**

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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 30/04/2025.

Email proposals should not exceed 5MB.

The e-mail address is: [ioc.procurement@unesco.org](mailto:ioc.procurement@unesco.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.

**Attachment A**

**Terms of Reference for Individual Consultant (IC)**

**Description of the assignment (Title of consultancy):** IW:LEARN Junior Communications and Knowledge Management Specialist

**Project/Section Title:** IOC/MPR/IWLEARN5

**Modality and Period of assignment/services:** Full-time period (220 working days) over 11 months (June 2025-May 2025)

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**1. Background**

The Global Environment Facility (GEF) is the largest public funder of projects to improve the global environment. An independently operating financial organization, the GEF provides grants for projects related to biodiversity, climate change, international waters, land degradation, the ozone layer, and persistent organic pollutants. The GEF International Waters (IW) 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. The GEF currently unites 183 member countries—in partnership with international institutions, civil society organizations, and the private sector—to address global environmental issues while supporting national sustainable development initiatives. Since the inception of the GEF in 1991, the IW portfolio (more than 470 projects with about US\$2.8 billion of GEF grants and US\$18.6 billion in co-finance invested in more than 170 GEF recipient countries) has delivered substantive results and replicable experiences to be scaled up and mainstreamed globally.

GEF IW:LEARN is one of these projects, and its mandate is to promote experience sharing and learning among the GEF IW projects and the country officials, agencies, and partners working on them. IW:LEARN operates as a central hub of information and knowledge sharing and delivers a host of programmatic initiatives for the benefit of the GEF IW portfolio of projects. In pursuit of its global and regional objectives, IW:LEARN seeks to strengthen global portfolio experience sharing and learning, dialogue facilitation, targeted knowledge sharing and replication in order to enhance the efficiency and effectiveness of GEF IW projects to deliver tangible results in partnership with other IW initiatives. IW:LEARN is currently in its fifth phase (IW:LEARN5, 2022-2026). More information about GEF IW:LEARN is available at [www.iwlearn.net/abt\\_iwlearn](http://www.iwlearn.net/abt_iwlearn).

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

## Attachment A – Terms of Reference (TOR)

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The consultant will act as IW:LEARN Junior Communications and Knowledge Management Specialist to support communications and knowledge management activities. The consultant will support the IW:LEARN Project Coordination Unit (PCU) in delivering the project functions and activities, as described as described in the Tasks below.

Key tasks for the Consultant include:

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

The Consultant will work with the Senior Knowledge Management and Communications Consultant in coordination and with guidance 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. Specific tasks for the Consultant include:

- Support the PCU and the Communications Consultant in redesigning the website, packaging the existing material accordingly and creating a clear user-friendly layout of iwlearn.net.
- Update content on iwlearn.net, including supporting the update of the project database (project information, contacts, organizations, project outputs, new projects).
- Support the maintenance and update of the established Thematic hubs
- Populate and curate content for new and existing Thematic Hubs

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

The Consultant will work in cooperation with the PCU, the Communications Consultant and the Web Developers to support the redevelopment of the iwlearn.net website. 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:

- Propose enhancements of the features of iwlearn.net, enriching its content and allowing syndication of content into various forms, amplifying visually the IW:LEARN knowledge and communication products and project experiences, also by making them more easily discoverable on the platform
- Testing features and new design and providing feedback on functionality and user experience, front- and back-end

### **C. Support the development of knowledge management products**

The Consultant will support the development of IW:LEARN knowledge management products, working alongside the PCU and the consultants leading the development of respective products. These will include specifically:

- Data and information search among GEF IW project entries (project documents, reports, results notes, etc.) to document specific thematic or cross-thematic aspects relevant to the knowledge product.
- Curation of case studies
- Inputs to knowledge products, as needed.

### **D. Support in the development and dissemination of communications products**

The Consultant will support the production and dissemination of communications products and templates for the Project, working alongside the PCU and the Communications Consultant. These will include specifically:

## Attachment A – Terms of Reference (TOR)

- Support the preparation of the IW:LEARN Portfolio Bulletin
- Support the redesign of the project profile presentations
- Assist PCU in website and communications-related activities, e.g. updating social media posts and other ad-hoc tasks
- Prepare announcement and related social media posts for project associated events in 2025-26.

### E. Support the preparation and promotion of IWC11, and develop associated materials

- Support the preparation of communication materials for IWC11, including videos, print and digital materials, exhibition materials, etc.
- Help the GEF and GEF IW:LEARN promote the IWC11 to potential sponsors (consistent with the communication plan developed in Task E)
- Work together with the IW:LEARN PCU on the development of awareness and promotional materials, including but not excluding generating content for the:
  - Conference agenda and agenda-at-a-glance
  - VIP program agenda (not for wide distribution)
- In collaboration with the various Committees and the IWC11 Service Provider, help to prepare the technical site visits.

### 3. Expected Outputs and deliverables

The consultant will produce work products associated with the Specific Tasks outlined above and participate in IW:LEARN PCU and regular meetings as well as provide regular updates on progress and monthly activity reports. All deliverables are to be submitted in English.

Payments are monthly payments, upon reception of the below detailed deliverables:

Deliverables/ Outputs		Estimated working days	Estimated Duration to Complete	Review and approval
DEL1	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL2	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL3	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL4	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL5	Submission of Progress	20 days	1 month from	IWLEARN

## Attachment A – Terms of Reference (TOR)

	report on supporting the achievements of tasks as per section 2 of this TOR		contract signature	Project Coordinator
DEL6	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL7	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL8	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL9	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL10	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
DEL11	Submission of Progress report on supporting the achievements of tasks as per section 2 of this TOR	20 days	1 month from contract signature	IWLEARN Project Coordinator
Total number of working days		220 days		

The above deliverables will be reviewed and approved by IWLEARN Project Coordinator.

### 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. **Portfolio:** Include examples of previous work this could include social media campaigns, written posts, web articles, newsletters, multimedia activities and others.

## Attachment A – Terms of Reference (TOR)

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### 6. Supervisory arrangements

The consultant will work under the direct supervision of the IW:LEARN Project Coordinator and the overall supervision of the Head of the Marine Policy and Regional Coordination Section

### 6. Duration of work

220 working days over 11 months (June 2025-May 2025). **Please note that one working day is defined as 7.5 hours of work.**

### 7. Duty station

The consultant will be expected to work remotely. Temporary office space will be provided if needed on occasional presence at UNESCO Headquarters.

IF travel is needed, UNESCO will cover the costs.

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

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

- Personal Equipment: The consultant must supply their own laptop, software, or any specialized tools relevant to the assignment.
- Workspace: As the work is remote, the consultant should have a reliable workspace and internet connection to meet the project's requirements.

### 10. Requirements for experience and qualifications

#### I. Academic Qualifications:

Master's degree in media/communication studies, public relations or in environmental/marine sciences.

#### II. Years of experience:

Minimum of 2 years of relevant experience, of which at least 1 year at international level, in public relations, communications or advocacy, preferably in environmental or sustainability issues or at least 2 years in project communication.

#### III. Technical experience:

- Demonstrated experience in implementing project and/or institutional communications in a multilanguage context.
- Demonstrated ability on project website management and/or knowledge management platform management.

## Attachment A – Terms of Reference (TOR)

- Demonstrated ability in curating and managing knowledge, preferably in environmental/water management/ocean/sustainability.
- Demonstrated ability in graphic design, publication design, multimedia products development, video editing, basic web design (minor use of HTML), web content, etc.
- Demonstrated capacity to curate content for various forms of communications and knowledge management outputs.

### IV. Proposed Methodology:

Proposals will be evaluated on the clarity, relevance, portfolio (demonstrated examples of previous work), and feasibility of the proposed approach.

### V. Desired Competencies:

- Experience managing knowledge management platforms.
- Familiarity with the GEF and GEF International Waters portfolio
- Excellent communication and writing skills in English.
- Excellent attention to detail and precision in work undertaken and ability to work under tight deadlines.
- Ability to work under tight deadlines, and with a certain degree of autonomy following the directions and guidance of the supervisor.
- Ability to work efficiently in a multi-cultural environment and team spirit.
- Fluency, in other UN languages.

## 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

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
<u>Technical Competence</u>	70%	700
• <i>Criteria Academic qualifications</i>		100
• <i>Criteria B: Years of experience</i>		100
• <i>Criteria C: Technical experience:</i> -		300



## Attachment A – Terms of Reference (TOR)

• <i>Criteria D: Competencies</i>		100
• <i>Criteria E: Proposed Methodology</i>		100
<i>Financial (Lower Offer/Offer*300)</i>	<u>30%</u>	300
<b><u>Total Score /1000</u></b>	<b>Technical Score + Financial Score</b>	

<b>Weight per Technical Competence</b>	
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

#### **Monthly payment**

The consultant will be paid based monthly 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

## **Attachment A – Terms of Reference (TOR)**

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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.



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

Address

*PARIS HQ*

*7 place Fontenoy*

*75007 Paris*

*France*

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.

Contract N°:

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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:

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:

Date:

Title:

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

Initials:

confidential (“Information”), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract. 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**

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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 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

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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 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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