



**REQUEST FOR QUOTATION – RFQ**  
**Evaluation of the UNESCO Associated Schools Network (ASPnet)**

**Ref.: RFQ/ IOS/ EVS/ ASPNET/ 2024**

(Please quote this UNESCO reference in all correspondence)

Paris, February 8, 2024

Dear Sir/Madam,

You are invited to submit an offer for the **Evaluation of the UNESCO Associated Schools Network (ASPnet)** in accordance with the present solicitation document.

The Request for Quotation (RFQ) consists of this cover page and the following Annexes:

Annex I	<b><i>Terms of Reference (ToR)</i></b>
Annex II	<b><i>Vendor Information Form</i></b>
Annex III	<b><i>Price Schedule Form</i></b>
Annex IV	<b><i>Instructions to Offerors</i></b>
Annex V	<b><i>General Terms and Conditions for Professional Services</i></b>

Your electronic offer comprising of a technical proposal and a financial proposal should reach the following email address **no later than Monday 19 February 2024 at 23:59 (CET)**:

[i.salas@unesco.org](mailto:i.salas@unesco.org)

This letter is not to be construed in any way as an offer to contract with your firm<sup>1</sup>/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Ms. Ina Salas, Principal Evaluation Specialist ([i.salas@unesco.org](mailto:i.salas@unesco.org)) with copy to Mr. Maxwell Tawanda Mutukwa, Evaluation Consultant ([tm.mutukwa@unesco.org](mailto:tm.mutukwa@unesco.org)).

For and on behalf of UNESCO

Ina Salas  
Principal Evaluation Specialist  
Evaluation Office  
Internal Oversight Service

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<sup>1</sup> Including unipersonal firm.

## ANNEX I: Terms of Reference for the Evaluation of the UNESCO Associated Schools Network (ASPnet).

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### Introduction

UNESCO's Associated Schools Network (ASPnet) seeks to promote transformative education and empower learners for peace and sustainability. In 2023 it celebrated its seventieth anniversary. Over the years, ASPnet has involved around 3.5 million individuals (students, teachers, principals and school communities) in over 12,000 schools in 182 countries. The Network operates at international and national levels with three clear thematic areas of focus: education for sustainable development (ESD), global citizenship education (GCED) and inter-cultural and heritage learning<sup>2</sup>. The present evaluation was requested during the 217<sup>th</sup> session of the Executive Board and its results will be presented during the 220<sup>th</sup> session<sup>3</sup>.

### 1. Background

1. The UNESCO Associated Schools Network (ASPnet) was created in 1953 as an experimental initiative<sup>4</sup> to coordinate activities in schools of member states to “*encourage the development of education in the aims and activities of the United Nations and the Specialized Agencies and in the principles of the Universal Declaration of Human Rights*”<sup>5</sup>. ASPnet principles are grounded in the four pillars of learning for the 21st Century: learning to know, learning to do, learning to be, learning to live together<sup>6</sup>.
2. The network acts as a “*laboratory of ideas*” to support the achievement of Sustainable Development Goal 4.7 - Education for sustainable development and global citizenship<sup>7</sup> - by pursuing four main goals:
  - Empowering schools across the world to drive innovation and transformation and to act as living laboratories for global citizenship, intercultural understanding and sustainability (***Schools as laboratories of ideas***).
  - Strengthening international cooperation and collaboration, knowledge sharing and partnerships between countries and schools (***Global networking and collaboration***).
  - Developing institutional and human capacities for innovative teaching and participatory learning, particularly through the whole-school approach (***Capacity-development***).

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<sup>2</sup> ASPnet webpage: <https://www.unesco.org/en/aspnet>

<sup>3</sup> Executive Board – 217th Session (Paris, 4 – 18 October 2023). Decision 9.

<sup>4</sup> Project “Co-ordinated Experimental Activities in Education for Living in a World Community”.

<sup>5</sup> UNESCO Associated School Project Network (ASPnet): Historical Review 1953 – 2003. ED.2003/WS/33. 2003.

<sup>6</sup> Delors, Jacques, 1996. Learning: the treasure within; report to UNESCO of the International Commission on Education for the Twenty-first Century (highlights). <https://unesdoc.unesco.org/ark:/48223/pf0000109590>

<sup>7</sup> SDG 4.7 - by 2030 ensure all learners acquire knowledge and skills needed to promote sustainable development, including among others through education for sustainable development and sustainable lifestyles, human rights, gender equality, promotion of a culture of peace and non-violence, global citizenship, and appreciation of cultural diversity and of culture's contribution to sustainable development.

- Promoting transformative education and the whole-school approach for quality improvement and increasing uptake within and beyond ASPnet, with the wider public and policy-makers (***Communication and advocacy***).
3. In the last approved ASPnet Strategy 2014 – 2021, the goal of ASPnet was to “*promote quality education in pursuit of peace and sustainable development*”<sup>8</sup>. The draft ASPnet Strategic Framework 2022-2030 of ASPnet (approved by ASPnet National Coordinators during a global online and in-person meetings in 2022 and 2023; and in discussion with the ADG/ED for final approval seeks to support peace, human rights, intercultural understanding and sustainable development, in particular in 3 thematic action areas: i) GCED that includes a promotion of a culture of peace and non-violence; ii) ESD, with a focus on climate change; and iii) Intercultural learning and the appreciation of cultural diversity and heritage.

**ASPnet within UNESCO Education Sector’s Programme and Budget (38, 39, 40, 41 C/5)**

4. In UNESCO’s Programmes and Budgets for the 2016-2017 (38C/5), 2018-2019 (39 C/5) and 2020-2021 (40 C/5), ASPnet contributed to the Education Sector’s Expected Results and Main Lines of Action (MLA) as follows:
- 38 C/5 biennium<sup>9</sup>, ASPnet was expected to contribute to MLA 1<sup>10</sup> and 2<sup>11</sup> and Expected Result 7<sup>12</sup> and 8 respectively.
  - 39 and 40 C/5 biennium, ASPnet was expected to contribute to MLA 1<sup>13</sup> and Expected Result 6<sup>14</sup>.
  - 41 C/5 Approved programme and budget 2022-2025: first biennium 2022-2023<sup>15</sup>: ASPnet must contribute to output 7: ED 3 “Learners empowered to lead healthy lives, promote sustainable development and engage with the world as creative and responsible global citizens” and strategic objective 1, “Strategic Objective 1: Ensure quality equitable and inclusive education and promote lifelong learning opportunities for all, in order, inter alia, to reduce inequalities and promote learning and creative societies, particularly in the digital era”.
5. During 2023, as part of the 70th anniversary celebrations of the creation of ASPnet, the member states held discussions around the importance of the network but also the need to modernize its infrastructure, increase strategic participation and communications, and analyze the feasibility of strengthening synergies with UNESCO institutes, centers, field offices as well as other UNESCO Networks. Following two resolutions that were discussed at the 217<sup>th</sup> Executive Board, some

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<sup>8</sup> ASPnet Strategy 2014-2021 Global Network of Schools addressing Global Challenges: Building Global Citizenship and promoting Sustainable Development.

<sup>9</sup> 38 C/5: Approved programme and budget, 2016-2017: second biennium of the 2014-2017 quadrennium.

<sup>10</sup> Main line of action 1- Supporting Member States to develop education systems to foster high-quality and inclusive lifelong learning for all.

<sup>11</sup> Expected result 7: National capacities strengthened to develop and implement technology policies in education, particularly in teacher training and professional development.

<sup>12</sup> Expected result 8: Member States integrate peace and human rights education components in education policies and practices.

<sup>13</sup> Main line of action 1: Support Member States in the implementation of SDG 4.

<sup>14</sup> Expected result 6: National capacities strengthened to equip learners with knowledge, skills, values and attitudes needed to live healthy lives, promote sustainable development and engage with the world as responsible global citizens.

<sup>15</sup> [41 C/5 Programme and Budget](#).

countries raised the issue of evaluating the general activities of ASPnet as a precondition to further discussing the Youth Ambassador Initiative. During the 217<sup>th</sup> Executive Board, a request was made to the Director General to assess the effectiveness of the ASPnet performance<sup>16</sup>.

### ***Governance and Membership***

6. ASPnet is composed of three main actors that need to coordinate and work together for the network to function<sup>17</sup>:
  - a) An International Coordination Unit (ASPnet Unit) at the Education Sector in UNESCO Headquarters, responsible for the global coordination and the network management.
  - b) The National coordination, designated by the country's National Commission for UNESCO<sup>18</sup>, responsible for overseeing the operation and management, the implementation of activities in the country and the quality assurance of ASPnet at the country level.
  - c) The member schools, who are the main actors of ASPnet; they are responsible for the development and implementation of their own projects and initiatives, sharing their experiences with their national coordinators and other schools of ASPnet and for promoting collective learning.
7. It is expected that with the support from the Unit for ASPnet (UNESCO Headquarters), National Coordinators and member schools develop global projects, initiatives, and campaigns designed to empower students to act locally and globally for peace and sustainability. Since 2017, ASPnet has piloted numerous projects, such as a global consultation on the futures of education (2020-21), a global campaign to trash hack and act for sustainable development (2020-21), a global project to promote global citizenship and sustainable development in teacher education (2020-2021), a regional project on intercultural and heritage learning (2020-2021), etc.
8. ASPnet membership is open to any public or private schools and teacher training institutions, recognized by national authorities, and that provide formal and non-formal education at the pre-primary, primary, secondary levels as well as technical and vocational education and training institutions. The main criterion for membership is the voluntary commitment made by the school leadership and the school community (teachers, students and their parents/caregivers) to promote the values, ideals and work of UNESCO through:
  - the use of innovative and participatory methodologies and approaches,
  - provide safe, sustainable, non-violent, inclusive and effective learning environments for all their students,
  - interact with other institutions in their own country and other countries.
9. To become a member of ASPnet, the establishment (school or institution) must submit an expression of interest which is reviewed by the national coordinator: if accepted, the candidate must complete an application form that serves to recommend the establishment for adherence; the final decision is taken by the International Coordinator. The membership has a fixed duration

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<sup>16</sup> [Decisions adopted by the Executive Board at its 217th session, point 9](#)

<sup>17</sup> ASPnet - Guide for National Coordinators (2018)

<sup>18</sup> In some cases, the National coordinator is a member of the National Commission Team.

(3 to 5 years) and can be renewed or terminated when the member fails to meet the requirements or doesn't submit an annual report for 2 consecutive years (Table 1).

Table 1. Requirements for ASPnet members

<ol style="list-style-type: none"> <li>1. Submission of an annual work plan that describes expected achievements to the national coordinator.</li> <li>2. Submission of an annual report to the national coordinator, following the template provided by the National Coordinator.</li> <li>3. Participation, every school year, in at least one global or regional project, contest, or campaign proposed by UNESCO, or in a related national activity proposed by the National Coordinator.</li> <li>4. Celebration of at least two United Nations days, involving the entire school community.</li> <li>5. External display of a sign of ASPnet membership at the school, in accordance with the rules and regulations of UNESCO.</li> <li>6. Informing their school community about the ASPnet membership (through staff, parent and student meetings; posters; school website, etc.).</li> <li>7. Updating their information at least twice every year (contact data, school statistics and activities).</li> </ol>
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10. The ASPnet Unit is part of the Division for Education 2030 under UNESCO's Education Sector and coordinates the network at the international level. In terms of human resources, the 39 C/5 Approved programme and budget (2018-2019) states that the unit was integrated by two Professionals and one general service post. In the 40 C/5 Approved programme and budget (2020-2021) considered two Professionals, but the unit was also supported by one general services. In addition, one Project Appointment supported the team for 26 months (from February 2020 until April 2022) and 1 Temporary Appointment supported the team for 13 months (from August 2021 until July 2022). The 41 C/5 (2022-2023) biennium stated that the ASPnet Unit was officially integrated by 3 professionals<sup>19</sup> and 1 general services staff. Additionally, a Temporary Appointment supports the team for 6 months since October 2023, and the unit is supported by external consultants for specific tasks. Since December 2022, a sponsored trainee is supporting the team.

11. Until January 2021, ASPnet relied on the "Online tools for ASPnet – OTA" platform to exchange information among members, monitor registered schools, and facilitate administrative and project management. In 2021, the platform was closed due to a security issue without any notice and has been unavailable for the ASPnet and public users and the information was never recovered. The re-establishment of the digital infrastructure has been a crucial issue for ASPnet since the shutdown because it affected the management of the network's data and applications as well as the community platform. The ASPnet Unit has invited 182 National Coordinators to update their information in preparation for migration into the new system developed in cooperation with the Bureau of Digital Business Solutions (DBS) in 2023. So far, 63 countries (that represents around 6,000 members institutions) responded which was also highlighted during the Executive Board by the Assistant Director General for Education. The restoration of the community platform remains an area of work with other areas of UNESCO including DBS. The newly developed tool will only

<sup>19</sup> Due to an extended leave and less than full-time availability of one of the professional staff members, the unit has not been staffed with 2 full-time professionals continuously since 2022.

support the membership management, including the application process and the public membership directory, but not the specific activities of the network.

12. The shutdown of the OTA has severely affected UNESCO’s largest network ASPnet, online submissions of membership requests, information and knowledge sharing as well as collaboration among the members. Applications are now sent through a temporary solution (Sharepoint) and a follow up must be done manually on an individual basis. The network’s activities are monitored by the Unit of the ASPnet international coordination (at UNESCO Headquarters) through specific consultations with national coordinators.
  
13. The financial resources allocated to the ASPnet have not been stable since the last evaluation of ASPnet in 2016. During the 2016/2017, 2018/2019, and 2020/2021 biennia the regular budget consisted of 100,000 and extrabudgetary funds included 1 M, which were used until the end of 2020. In the biennium 2020/2021, Extrabudgetary Funds of 40,000 were received. In the biennium 2022/2023, the regular budget decreased to 80,000 USD, but different sources of extrabudgetary funds were received (Table 2).

**Table 2. Financial Resources allocated to ASPnet (USD)**

Biennium	2016/ 2017	2018/2019	2020/2021	2022/2023	2024/2025
Regular Budget (RB)	100,000	100,000	100,000	80,000	TBD
Extrabudgetary funds	1,000,000	0	40,000	432,106	30,000

Source: ASPnet Unit

### **ASPnet Key Initiatives**

14. In the last five years, ASPnet has promoted initiatives such as<sup>20</sup>:
  - ASPnet brought school community voices to the global debate on the Futures of Education.
  - ASPnet initiated the global Trash Hack campaign for sustainable development
  - ASPnet has been driving innovation of teacher education through communities of practice.
  - ASPnet has been supporting inter-cultural learning and cultural diversity.
  - ASPnet has been promoting a whole-school approach to climate change.
  - Since the second quarter of 2020, the ASPnet Newsletter “CONNECT” connects the members and informs them about recent developments, projects and achievements. It started as a weekly newsletter and is currently published on average on a quarterly basis.
  - Since 2020, ASPNet organized numerous webinars for students to connect with member schools directly. Some examples are the ASPnet Global Forum in May 2020 and May 2021, the Global Student Forum with Youth Leaders in December 2021, and the Global Student Forum in February 2024.
  - In 2021, ASPnet conducted teachers’ surveys with the UNESCO Institute for Information Technologies in Education (IITE). Through 6-week workshops with Primary school Teachers in Africa, approximately 100 teachers were trained from 12 African countries (to compensate the physical meeting planned in Nairobi).

<sup>20</sup> ASPnet webpage: <https://www.unesco.org/en/aspnet/need-know>

15. The COVID-19 pandemic impacted the activities on the ground because most countries closed primary and secondary schools for months. As a result, virtual channels became increasingly important to communicate and connect the school network, but this happened at the same time, ASPnet lost its virtual platform (OTA).
16. In the last executive meeting, a feasibility study on the creation of the status of Young Ambassador of the UNESCO Associated Schools Network (ASPnet) was done and a proposal for its implementation will be done in the 220th session. The proposal is that Young Ambassadors could serve as catalysts for the network, by *“promoting UNESCO ASPnet values through their representative function, strengthening the interaction and solidarity among ASPnet schools at the national, regional, and international levels, as well as [to] increas[ing] awareness of UNESCO and ASPnet.”*<sup>21</sup>

## 2. Purpose and Use

17. The present evaluation was requested by Member States during the 217th session of the Executive Board and the UNESCO Internal Oversight Service (IOS) Evaluation Office is conducting this evaluation of the ASPnet as part of its corporate biannual evaluation plan.
18. The main purpose of the evaluation is to generate findings and recommendations on the effectiveness and the efficiency of ASPnet in supporting the core values and mission of UNESCO by fostering cooperation, promotion of knowledge sharing and partnerships among like-minded schools around the world. The evaluation will provide accountability for what has been done, generate information to support decision makers and learning about best practices and lessons to consider for UNESCO’s future work.
19. This evaluation will include both, a summative and a formative dimension. With a retrospective analysis, it will review and asses what has been achieved so far since the last evaluation cover activities until 2016, what has been working and under what conditions or environment including what were the main challenges of the network. These elements will allow the identification of lessons learned as well as areas for improvement to increase the efficiency and potential impact of ASPnet.
20. This evaluation will also analyse the actions of ASPnet to mainstream UNESCO's two global priorities (Africa and gender equality). During the evaluation process, special attention will be given to include all interested actors in a participatory and respectful manner, promoting gender equality.
21. The primary users of the evaluation will be UNESCO Member States, UNESCO Senior Management, specifically the Sector for Education and the ASPnet Unit. Secondary users will be other UNESCO initiatives that coordinate with ASPnet as well as other members of the network.

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<sup>21</sup> Executive Board – 217th Session (Paris, 4 – 18 October 2023). 217 EX/9 – Item 9 of the provisional agenda.



22. The final evaluation report will be submitted to the UNESCO Education Sector and the results will be presented to the 220<sup>th</sup> session of the Executive Board in autumn of 2024 to feed the discussion about ASPnet modernization as well as the implementation of the ASPnet young ambassadors initiative.

### 3. Objectives and Scope

23. The main objectives of the evaluation are:

- Assess the overall effectiveness and contribution of ASPnet to encourage innovation and transformation of education at local, national and global level, including the identification of enabling and constraining factors that affected its performance.
- Examine how ASPnet has added value to UNESCO's efforts to achieve Sustainable Development Goal 4.7 Education for sustainable development and global citizenship.
- Generate lessons learned and provide strategic recommendations to inform UNESCO's Education Sector and the member states about ASPnet performance.

24. To achieve these objectives, the evaluation will use the OECD DAC criteria as an approach to organize evaluation questions coming from the documentary review and preliminary interviews.<sup>22</sup> The final evaluation questions will be revisited and refined during the inception phase of the evaluation:

a. **Relevance and Coherence:**

- Is the work of ASPnet relevant and coherent with UNESCO's strategic and programming frameworks (C4 and C5), strategic objectives and outcomes, and to relevant crosscutting priorities and with the national needs of the member states?
- What is ASPnet's positioning, niche and comparative strengths - both functionally and thematically - within the broader landscape of education?
- Is ASPnet complementing, synergizing and coordinating with other UNESCO entities (institutes, centers, field offices, networks)? Are there lessons learned of the collaboration with other UNESCO entities?
- Are UNESCO global priorities Gender Equality and Priority Africa reflected in the ASPnet at various levels (strategy, programming, funding, implementation)?
- How can ASPnet be positioned to strengthen its identity through its work interventions?

b. **Effectiveness:**

- What has been the contribution and results of ASPnet to the UNESCO's education sector priorities?
- Are there differentiated results between school members, countries or regions?
- What have been the enabling and hindering factors affecting the performance of the ASPnet?
- How effective is the ASPnet Unit's infrastructure in supporting National Coordinators and Members?

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<sup>22</sup> Relevance, coherence, effectiveness and efficiency.



- How effective has ASPnet been in internally engaging and communicating with the diverse groups of stakeholders in the network (International coordinator, National Coordinators, Members)?
- What can we learn from the ASPnet performance to promote inclusive transformative education?
- How is gender equality effectively applied and mainstreamed across the objectives and implementation of the ASPnet interventions in line with UNESCO's Global Priority Gender Equality Framework and gender markers?

**c. Efficiency:**

- How efficient was the operation and coordination of the ASPnet at the international, national and school level?
- How efficient were the management (at the different levels) and the governance structure of the ASPnet?
- How efficiently has ASPnet used their resources to achieve their outcomes?
- How efficient was the monitoring and reporting system of the ASPnet?
- How efficient was ASPnet's resource mobilization strategy in supporting its initiatives?

25. In 2016 an evaluation of ASPnet<sup>23</sup> was conducted to guide the strategic direction and the reform process of the network. The analysis provided six recommendations that were accepted by management. The current evaluation will focus on the role and activities of ASPnet between 2017 to 2023, including how recommendations from the previous evaluation were implemented and whether this influenced performance.

#### 4. **Approach and Methodology**

26. In line with UNESCO's Evaluation Policy, the evaluation will adhere to the United Nations Evaluations Group (UNEG) Norms and Standards for Evaluations<sup>24</sup> and Ethical Guidelines for Evaluations<sup>25</sup>. The evaluation team must also ensure that ethical, human rights, environmental, inclusion and gender equality principles are duly integrated into all stages of the evaluation process. The sampling strategy must ensure adequate gender representation and participation of youth and, where applicable, representatives of vulnerable, marginalized, or underrepresented groups, as well adequate regional representation.

27. The evaluation will adopt a consultative and transparent approach, keeping stakeholders informed throughout the evaluation process. The evidence and information collected during the evaluation will be triangulated from multiple data sources to support its validity and makes analysis more reliable.

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<sup>23</sup> Evaluation of the UNESCO Associated Schools Project Network (ASPnet) 2016.

<https://unesdoc.unesco.org/ark:/48223/pf0000245418>

<sup>24</sup> <https://www.unevaluation.org/document/detail/1914>

<sup>25</sup> <https://www.unevaluation.org/document/detail/2866>

28. The information will be collected using a mixed method approach to incorporate qualitative and quantitative data. The data collection methods might include, but should not be limited to:

- **Desk Study and document review** of UNESCO's policies, in particular those related with the education sector; ASPnet documents and products (for example, newsletters), including school members and national coordinators databases, reports of ASPnet campaigns, and other relevant documents and online resources.
- **Revision and or refining of a Theory of Change** for the ASPnet and its related activities: based on the proposal included in the Draft ASPnet Strategic Framework for Action 2022-2030 which can be discussed in an online ToC workshop (during the inception phase).
- **Stakeholders semi-structured interviews with ASPnet stakeholders:** virtual or face to face meetings will be conducted with internal and external stakeholders that participates in different ASPnet initiatives or are involved in the implementation of ASPnet actions. Protocols and selection choice for stakeholders' interviews will be developed by the evaluation team prior to the data collection phase and in consultation with the evaluation reference group.
- **Survey:** An online survey will be conducted to collect information from the ASPnet member schools and national coordinators. As of today, ASPnet includes around 12,000 schools in 182 countries. The sample strategy (size, characteristic and selection criteria) will be defined with the evaluation team and will consider the availability of data from ASPnet members. The inception report should discuss the limitations of the sampling strategy in terms of ability to generalize results.
- **Direct Observation:** Fieldwork will be conducted in the countries with important number of schools members or successful initiatives. The final number of study cases (2 or 3) will be defined during the inception phase, in consultation with the evaluation reference group.
- **Other methods and evaluation approaches** that the evaluator(s) may propose.

29. The final decisions about the specific design and methodology for this evaluation should emerge from consultations between the project team, the evaluation team and the evaluation reference group (ERG) on what is appropriate and feasible to meet the purpose and objectives of the evaluation.

## 5. Roles and Responsibilities

30. The evaluation will be managed by the Evaluation Office of the Internal Oversight Services (IOS) of UNESCO and will be conducted with the support and lead of a senior evaluator (company staff)<sup>26</sup>. A Senior evaluator from the IOS Evaluation Office and an IOS consultant will also be part of the evaluation team.

31. The external senior evaluator will be expected to develop a detailed evaluation methodology including an evaluation matrix and data collection approach and tools, and to prepare the draft and final reports in English. The external evaluator should have expertise in education along with knowledge and expertise of the substantive field of networking, transformative education and/or partnership. The final evaluation report will also be assessed against the UNESCO Quality Checklist

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<sup>26</sup> The RFQ process is open to firms, including unipersonal firm.

for Evaluation Reports.<sup>27</sup> The firm will be responsible for their own logistics: office space, administrative and secretarial support, telecommunications, printing, travels, etc. Suitable office space will be provided when the evaluation team are working in UNESCO premises. The external senior evaluator will be responsible for administering and disseminating all research instruments, e.g., surveys and interviews, with the support of the IOS Evaluation Office. Headquarters and field offices will provide access to relevant documentation and contact details of relevant stakeholders and distribution lists. IOS will also facilitate access to UNESCO staff at both Headquarters and Field Offices and provide contacts of representatives of external stakeholders and partners.

32. IOS Evaluation Office will be responsible for the quality assurance of the evaluation process and all deliverables, and is the owner of the reports, the data collection tools and the raw data.
33. An Evaluation Reference Group (ERG) will be established to guide the evaluation process as well as to provide advice and quality review of the evaluation products. The ERG also supports the follow-up of the evaluation by facilitating the implementation of key recommendations. The group will be composed of the Evaluation Manager from the IOS Evaluation Office, a member of the ASPNet Unit, a member of the Education Sector Executive Office, three representatives from different sections from the Education Sector, a representative from outside of the Education Sector, and one National Coordinator as a representative of a National Commission for UNESCO. The reference group shall exchange and meet periodically and be consulted in the different stages of the evaluation, as appropriate.

## 6. Eligibility, qualification, experience requirements

34. UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.
35. Proposals should include information about the team to be assigned (if apply), the role of each, along with their respective CVs. Please refer to Annex A of the TOR for more information about the content of the technical proposal.
36. The firm should possess the following mandatory qualifications and experience:

### **Mandatory**

- Company legal status: official document, demonstrating at least 3 years of creation, legal status such as K.bis in France or other similar document, should be provided.
- Must have at least three previous contracts or assignments including leading studies and/or evaluations in education or social development.

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<sup>27</sup> UNEG Quality Checklist for Evaluation Reports: <https://uneval.org/document/detail/607>

- The bidder shall indicate the qualifications and competences of staff(s) dedicated to performing UNESCO contracts (academic qualification, professional certifications and international experience). UNESCO is seeking for a senior evaluation leader with:
  - A minimum of 10 years of professional experience acquired at the international level conducting evaluations of programme or policies related to education.
  - At least 5 experiences in designing, conducting and leading evaluations and an evaluation team; with knowledge of data collection and applying qualitative and quantitative data analysis methods and Results Based Management (RBM) principles.
  - Advanced university degree in education, social sciences, political sciences, economics, or related field; specialized training in planning, monitoring and/or evaluation of social programme or policies will be an asset.
  - Excellent analytical and demonstrated drafting skills in English: ability to collect and analyze information, to synthesize ideas and feedback and prepare reports in a clear and concise manner (demonstrated by at least three work examples).
  - Understanding and application of UN mandates in Human Rights and Gender Equality.
  - No previous involvement in the implementation of the activities under review (ASPnet).
  - The consultant(s) must sign the UNEG Pledge of Ethical Conduct in Evaluation<sup>28</sup>.

**Desirable skills:**

- Extensive knowledge of evaluation of multi-stakeholder partnerships and/or networks.
- At least three examples of work demonstrating an understanding and application of UN mandates in Human Rights and Gender Equality.
- At least two examples of work experience with multi-lateral institutions in the framework of the Sustainable Development Goals – 2030 Agenda.
- Working knowledge of other UN languages namely French, Spanish and Arabic is desirable.

37. Verification of these qualifications will be based on the provided curriculum vitae and provided references (at least 3). Candidates are also encouraged to submit other references such as research papers or articles that demonstrate their familiarity with the field of education. Attention will be paid to establish an evaluation team that is gender - and geographically balanced.

38. The evaluation will require two to three country visits for the case studies (to be determined during the Inception Phase: at least one in Europe, one in Africa and one in Asia, for example Germany, Namibia or Kenya and China). Each visit to UNESCO as well as to the countries will require around three working days.

**7. Deliverables and Timeline**

39. The evaluation will take place between February and June 2024 and will take around 30-40 professional working days. The firm will conduct data collection, data analysis and prepare a draft report with initial findings by May 2024 (in English). The final report, including feedback of the ERG

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<sup>28</sup><http://www.unevaluation.org/document/download/3683>

will be due in June 2024. The consultant(s) might be required to present preliminary findings to UNESCO Senior Management.

40. The bidder will deliver (all documents must be written and edited in English):

- An **inception report** containing the adjusted/revised evaluation matrix and further precisions on the methodology and the strategy for the data collection, including the sampling for the interviews and study cases (based on a preliminary stakeholder analysis, desk review and preliminary interviews).
- A **presentation of preliminary findings** that will be presented in a virtual workshop to discuss the preliminary evaluation results with the main stakeholders and the ERG.
- A **draft evaluation report** with a maximum extension of 35 pages that should follow the IOS Evaluation Office template and the guidelines for quality assurance which will be provided at the onset of the evaluation. The draft report will be shared for comments with the Evaluation Reference Group and to relevant stakeholders in the Education Sector for their input and to clarify inaccuracies.
- A **final evaluation report** that incorporates comments provided by the Evaluation Reference Group without exceeding 30 pages (excluding Annexes). The final report must comply with the UNEG Evaluation Norms and Standards<sup>29</sup> and will be assessed against the UNESCO IOS Evaluation Checklist for Evaluation Reports by an external reviewer. The evaluation will refer to the UNEG Guidance on Integrating Human Rights and Gender Equality in Evaluation<sup>30</sup>. The final report will then be formatted by UNESCO to match the IOS Evaluation Office layout and branding for UNESCO corporate evaluation reports.
- A **two-page summary** of key findings, lessons, recommendations and messages from the evaluation report that can be disseminated to the wider public for general information on ASPnet results and performance to date.

41. The timeframe for the evaluation is limited and it is mandatory that the Final Evaluation Report be ready by mid of July 2024. The indicative timetable of key activities and deliverables is presented in Table 4.

**Table 4: Evaluation schedule**

Activity / Deliverable	Date	Responsible
Finalization of Terms of Reference	Mid-January 2024	IOS
Call for Proposals and Selection of Expert	February 2024	IOS
Desk review and preparation	February 2024	IOS and firm
Scoping interviews	February 2024	IOS and firm
Theory of change workshop and data collection – <i>In Paris</i>	March 2024	ASPnet Unit, ERG, IOS and firm
<b>Inception Report</b>	March, 2024	IOS and firm
Data Collection & field visits (3)	March/ April 2024	IOS and firm
<b>Data analysis and write up of the draft report</b>	30 April 2024	IOS and firm

<sup>29</sup> <https://www.unevaluation.org/document/detail/1914>

<sup>30</sup> <https://www.uneval.org/document/detail/980>

<b>Draft report for comments of the ERG</b>	May 2024	IOS and firm
Stakeholder validation workshop – <i>in Paris</i>	May 2024	ASPnet Unit, ERG, IOS and firm
Feedback from the ERG on draft report	May 2024	ERG
Revision of the report (including review editing in English)	June 2024	IOS and firm
Final report and evaluation brief <i>in Paris</i>	July 2024	IOS and firm
Presentation of Evaluation to the 220 <sup>th</sup> session of the Executive Board	Autumn 2024 Date to be confirmed	IOS

42. Contractualization: Prior to expiration of the period of proposal validity (12 months), UNESCO will award contracts to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned and the best offeror based on a weighted scoring (best quality-price ratio).

43. The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.

**Technical Proposal Evaluation Form**

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm		
			A	B	C
1.	Expertise of the firm / institution	50			
2.	Proposed Work Plan and Approach	300			
	- to what extent does the proposal describe how each of the illustrative questions in the ToR could be addressed and / or elaborated?				
	- to what extent does the proposal reflect a feasible and sound methodology, considering the limitations and risks for each tool?				
	- The proposal should include a realistic workplan with a specific treatment of key deliverables and priorities and also a clear repartition of tasks amongst team members				
2.	Expertise of the consultant(s) submitting the Proposal per the qualifications and experience set out in the TOR	300			
3.	Writing sample	50			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

**Financial Proposal Evaluation Form**

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened, and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = lowest price/other price \* total points obtainable for financial proposal]

An example:

- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2nd in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b * 300$  i.e.  $10,000/15,000 * 300 = 200$  points)

**Combined Technical and Financial Evaluation Form**

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
	<b>Total 1000</b>					

44. Contract will be placed on demand based on the grid settings for a maximum period of 12 months.

45. The evaluation of the full bids will be based on:

- Compliance of the bid with the stated requirements.
- The level of expertise of the contractor in the field of transcription services.
- The relevance of the methodology and work plan proposed.
- The qualifications and expertise of the staff proposed to carry out the main task.
- The method and quality of the proposed performance controls during the contract(s).

**8. Professional standards and confidentiality**

46. UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

47. Acceptance of this assignment will automatically imply the obligation to maintain strict confidentiality on all information that becomes known to the selected service provider as a result of each assignment. All documentation gathered and the delivered files of the service provider remain the property of UNESCO. Upon the completion of each assignment, the service provider will not retain any information gathered or documentation composed, edited, or observed during the course of the service and will ensure that electronic records accessed, examined, or held are destroyed.



## 9. Key Resources

### 48. Relevant Evaluation Resources:

- UNEG (2020). UNEG Ethical Guidelines for Evaluation. New York City: <http://www.unevaluation.org/document/detail/2866>
- UNEG (2010). UNEG Quality Checklist for Evaluation Reports: <http://uneval.org/document/detail/607>
- UNEG (2014). Integrating Human Rights and Gender Equality in Evaluations: <http://www.unevaluation.org/document/download/2107>
- UNEG (2017). Norms and Standards for Evaluation: <http://www.unevaluation.org/document/download/27>
- UNESCO (2016). 38 C/5: Approved programme and budget, 2016 – 2017: second biennium of the 2014 – 2017 quadrennium. <https://unesdoc.unesco.org/ark:/48223/pf0000244305>
- UNESCO (2018). 39 C/5: Approved programme and budget, 2018 – 2019: first biennium of the 2018 – 2021 quadrennium. <https://unesdoc.unesco.org/ark:/48223/pf0000261648>
- UNESCO (2020). 40 C/5: Approved programme and budget, 2020 – 2021: second biennium of the 2018 – 2021 quadrennium. <https://unesdoc.unesco.org/ark:/48223/pf0000373473>
- UNESCO (2022). 41 C/5 Approved programme and budget 2022-2025: first biennium 2022-2023. <https://unesdoc.unesco.org/ark:/48223/pf0000380868>
- UNESCO (2022) UNESCO Medium-Term Strategy for 2022-2029 (41 C/4): <https://unesdoc.unesco.org/ark:/48223/pf0000378083>
- UNESCO (2023). UNESCO Evaluation Policy 2022 - 2029: <https://unesdoc.unesco.org/ark:/48223/pf0000381664>
- UNESCO (2023). UNESCO Evaluation Manual: <https://unesdoc.unesco.org/ark:/48223/pf0000383948>

### 49. Relevant ASPnet Resources

- ASPnet webpage: <https://www.unesco.org/en/aspnet>
- UNESCO (2003). [UNESCO Associated School Project Network \(ASPnet\): historical review 1953-2003](#).
- UNESCO (2016). [Evaluation of the UNESCO Associated Schools Project Network \(ASPnet\)](#).
- [UNESCO \(2018\). UNESCO Associated Schools Network: guide for national coordinators](#).
- UNESCO (2019). [UNESCO Associated Schools Network: guide for members](#).
- UNESCO (2021). [Trash Hack: Action learning for sustainable development – A Teacher's Guide](#):
- UNESCO (2021). [The Futures of Education: Perspectives and insights from the UNESCO Associated Schools Network](#)
- UNESCO (2021). [Teaching and learning with living heritage: a resource kit for teachers; based on the lessons learnt from a joint UNESCO-EU pilot project](#).
- UNESCO (2023). [Feasibility study on the creation of the status of Young Ambassador of the UNESCO Associated Schools Network \(ASPnet\)](#).
- UNESCO (2023). [UNESCO Associated Schools Network: 70 years of promoting education for international understanding and cooperation](#).

## Annex A of the TOR: Minimum content of the technical proposal

1. The technical proposal should as a minimum be structured as follows:
  - i. Description of the firm and the propose individual / team assigned for this consultancy service.
  - ii. Context and thematic background including understanding of the purpose and scope of the evaluation.
  - iii. Proposed evaluation approach, methodology and workplan.
  - iv. Evaluation timeframe, deliverables & schedule.
  - v. Roles and responsibilities (including logistics, access to data, support services and facilities)
  - vi. Evaluation standards and quality assurance.
  - vii. Proposed Personnel
  - viii. Evaluation team profile and evidence of evaluation work & references
  - ix. Complete CVs of the member(s) assigned for this consultancy to support qualification requirements as listed under Section 6 of the TOR including evidence of evaluation work and reference of the individuals. Please note that the firm cannot change the member(s) assigned for this consultancy once the contract is assigned.
  - x. Vendor information form.
  
2. As part of the proposed evaluation approach the technical proposal should elaborate on the following aspects:
  - i. The Firm/Entity/team's understanding of the task in relation to the objectives and requirements set out in TOR and description on how the questions in the TOR could be addressed, refined and / or elaborated.
  - ii. Description of proposed methodology (including limitations and risks of each tool)
  - iii. Description of a realistic workplan with specific reference to key deliverables and priorities and repartition of tasks amongst team members including a description of the sequence of activities and the submission of deliverables.
  - iv. Description of the relevance and quality of previous samples of work in relation to the subject and requirements of the current evaluation.

**ANNEX II – Vendor Information Form**

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**General Information**

Firm Name (Institutions, enterprise or unipersonal business):	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

**Expertise of the Bidder**

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main countries/area:	
Past Contracts with other UN organizations:	
Evaluation publications	

**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

### ANNEX III – Price Schedule Form

#### GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule in an Excel sheet.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex V General Terms and Conditions for Professional Services, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1.	<b>Remuneration</b>				
1.1	Services at Home Office (if applicable)				
1.2	Services on site (if applicable)				
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2.	<b>Other Expenses</b>				
2.1	Travel to the field				
2.2	Travel to UNESCO HQ				
2.3	Per Diem Allowances				
2.4	Communications				
2.5	Editing				
2.6	Others (please specify)				

## ANNEX IV– Instructions to Offerors

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*These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.*

### A. INTRODUCTION

#### 1. General

The purpose of this Request for Quotation (RFQ) is to invite Bidders to submit Proposals for professional services to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

#### 2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Quotation.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services. Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

#### 3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#).

UN Agencies have adopted a zero-tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

#### **4. Cost of Proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. SOLICITATION DOCUMENTS**

#### **5. Contents of Solicitation Documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

#### **6. Clarification of Solicitation Documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFQ. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

#### **7. Amendments of Solicitation Documents**

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

### **C. PREPARATION OF PROPOSALS**

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

#### **8. Language of the Proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English. Any printed literature furnished by

the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

#### **9. Price Proposal**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

#### **10. Proposal currencies**

Your price envelop must contain an overall quotation in a single currency. All prices shall be quoted in **USD dollars or Euros**.

#### **11. Period of validity of proposals**

Proposals shall remain valid for 12 months after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.



## ANNEX V – General Terms and Conditions for Professional 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 or the United Nations 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 with 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. 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 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 OR THE UN

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

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.

### 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 United Nations provides, *inter-alia*, that UNESCO, 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 the UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

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

## 19. CHILD LABOUR

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

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

## 20. MINES

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

## 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/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

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 the Contract.

## **26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE**

**Definitions.** For purposes of the 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 the 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 the 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 the 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 the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

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