

Contract for Services

Request for Quotation

Reference: Implementation of capacity-building programme to build the capacities of formal and non-formal TVET institutions to deliver career guidance services in a post-COVID-19 world, with a focus on STEM-related TVET and careers for young women and girls

5 October 2021

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

UNESCO is inviting written proposals 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 (attachment A);
- b. UNESCO's contract templates for 'Contract for Services' (attachment B);
- c. Background information concerning the work assignment (attachment C).

Your proposal should comprise of:

- i. A description of the approach that will be applied to fulfil the tasks as outlined in the attached Terms of Reference (attachment A), including sample and/or examples of resource materials and training approaches;
- ii. Examples of previous projects undertaken that are of similar nature;
- iii. The organizational profile and the profiles or CV's of the experts and mentors involved;
- iv. A lump sum cost estimate for the assignment, expressed in USD or EUR. The maximum possible remuneration is 30,000 USD.

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

Your proposal should be submitted by e-mail to w.de-regt@unesco.org no later than **22 October 2021**.

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

Attachment A: Terms of Reference

Implementation of capacity-building programme to build the capacities of formal and non-formal TVET institutions to deliver career guidance services in a post-COVID-19 world, with a focus on STEM-related TVET and careers for young women and girls

1. Background

The COVID-19 pandemic is intensifying gaps between those who do and do not have access to jobs. Business closures and disrupted labour markets have resulted in a decline in hiring, which especially affects young people and those already disadvantaged. An ILO report showed that one in six young people who were employed before the outbreak stopped working altogether¹. Even before the pandemic, around 141 million young people were affected by labour underutilization and 68 million were unemployed². Girls and women in particular will face challenges; a recent study estimated that fewer women than men will regain employment during the COVID-19 recovery³.

The disruptions in the labour market caused by COVID-19 highlights the importance of career guidance to help young people in general, and young girls and women in particular, make informed choices regarding their job possibilities and livelihoods in general. It is especially important to support young women and girls in their orientation towards science, technology, engineering and mathematics (STEM)-related TVET, which can be broadly defined as TVET programmes that aim to qualify students to proceed to occupations where STEM skills are needed⁴. STEM skills and knowledge are often needed for the so-called ‘jobs of the future’, and increased female participation in such careers can potentially contribute to their empowerment and drive social well-being. TVET providers play an important role in this regard.

To further build the capacities of formal and non-formal TVET institutions to deliver career guidance services in a post-COVID-19 world, with a focus on STEM-related TVET and careers for young women and girls, UNESCO-UNEVOC will organize a capacity-building programme as part of a project on ‘Supporting TVET institutions’ post-pandemic recovery’ (see attachment C). Activity 2 of the project focuses on entrepreneurial learning and career guidance; this assignment focuses on the component related to career guidance.

2. Purpose of the Assignment

The purpose of this assignment is to design and implement a capacity-building programme that aims to build the capacities of relevant staff of formal and non-formal TVET institutions to

¹ https://www.ilo.org/wcmsp5/groups/public/---ed_emp/documents/publication/wcms_753026.pdf

² https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms_734455.pdf

³ https://www.ilo.org/wcmsp5/groups/public/---dgreports/---gender/documents/publication/wcms_814499.pdf

⁴ Definition developed in the context of a UNESCO-UNEVOC study on gender disparities in STEM-related TVET.

https://unevoc.unesco.org/pub/boosting_gender_equality_in_science_and_technology.pdf

deliver career guidance services in a post-COVID-19 world, with a focus on STEM-related TVET and careers for young women and girls. The programme should target up to 60 managers and teachers from up to 6 TVET institutions.

3. Tasks and Expected Outputs

As part of this assignment, the Contractor will be expected to:

1. Develop a concept note and work plan

- The concept note and work plan should define the aims of the capacity-building programme, define possible content areas, and suggest implementation modalities for the capacity-building programme. Possible content areas can include, but should not be limited to:
 - Providing career information, including on courses, occupations, and career paths linked to STEM-related TVET;
 - Providing personalized career counselling and job-search assistance;
 - Delivering career education as part of the TVET curriculum to develops girls and women's competences for managing their career development;
 - Conducting skills and career guidance assessments in STEM-related TVET;
 - Connecting and engaging with the labour market and in particular sectors with STEM-related careers (e.g., IT sector).
- The concept note should also evaluate other initiatives and capacity-building programmes on career guidance organized by other organizations, and include a bibliography of existing materials (toolkits, guides, etc.).
- The concept note should build on the outcomes of UNESCO-UNEVOC's publication on *Boosting gender equality in science and technology*⁵.

2. Design and conduct a needs analysis with selected TVET institutions

- Design and implement a needs analysis survey tool to verify the relevance of the content areas identified in the concept note, to identify the gaps that the capacity-building programme should address, and to determine the most appropriate implementation modalities for the programme.

3. Develop training modules to be used during the capacity-building programme

- Determine the final list of content areas to be addressed based on the needs analysis results and the aims specified in the concept note.
- Develop training modules (templates, forms, examples) to be used during the capacity-building programme, building on and using materials developed for existing initiatives and studies. The training modules should be developed in such a way that they can be used in similar capacity-building programmes in the future.

⁵ https://unevoc.unesco.org/pub/boosting_gender_equality_in_science_and_technology.pdf

- Identify and liaise with other experts who can support the development of training modules and implementation of the capacity-building programme.
 - Lead a peer review process with select partners identified by UNESCO-UNEVOC. The peer review process should assess the relevance and quality of the training modules produced, taking into account the needs identified by TVET institutions.
- 4. Implement a capacity-building programme to build the capacities of formal and non-formal TVET institutions to deliver career guidance services in a post-COVID-19 world, with a focus on STEM-related TVET and careers for young women and girls
 - Design the workshops, including the formulation of the agendas.
 - Lead the implementation of the workshops and coordinate the delivery of the training (either individually or as part of a team), including all organizational matters (IT setup, etc.).
 - The programme should be delivered in English and in an online format (the proposal should specify the proposed platform to be used).
 - The Contractor should also develop a tool that will engage participants in asynchronous self-learning.
- 5. Evaluate the effectiveness of the capacity-building workshops
 - Develop a survey tool to assess the effectiveness of the capacity-building programme. The results should be synthesized in a report.
- 6. Provide follow-up support to select TVET institutions where appropriate.

4. Timeline and expected deliverables

Within the given time frame, the Contractor shall deliver the following outputs:

4.1 Develop a concept note

- Submit a final concept note to UNESCO-UNEVOC by 17 December 2021. The conceptual framework should incorporate UNESCO-UNEVOC's guidance, comments and feedback.

4.2 Design and conduct a needs analysis with selected TVET institutions

- Design and conduct a needs assessment with select TVET institutions. The results of the needs assessment should be synthesized in a report. The final report should be submitted to UNESCO-UNEVOC by 4 March 2022. The final version should incorporate UNESCO-UNEVOC's comments and feedback.

4.3 Develop training modules to be used during the capacity-building programme

- Develop training modules to be used during the capacity-building programme. Share the final training modules with UNESCO-UNEVOC by 27 May 2022. The final training modules should incorporate UNESCO-UNEVOC's comments and feedback, as well as the feedback from the peer review with select partners.

4.4 Implement the capacity-building programme

- Implement the capacity-building programme by 29 July 2022 using the training modules developed. The agenda and structure of the programme should incorporate UNESCO-UNEVOC's comments and feedback.

4.5 Monitor and evaluate the effectiveness of the capacity-building programme

- Conduct a survey to evaluate the effectiveness of the capacity-building programme. The final report should be shared with UNESCO-UNEVOC by 26 August 2022.

5. Remuneration

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

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

Actual remuneration will be based on the invoice/payment claim provided by the contractor and verified by UNESCO-UNEVOC and may thus be less than indicated above. Should the final invoice amount exceed the amount specified in the contract, an amendment will have to be agreed upon and prepared prior to payment of the invoice.

6. Other Specifications

- The institutions involved in the capacity-building programme will be identified by UNESCO-UNEVOC.
- Gender equality is an intrinsic element of UNESCO's work on TVET. Gender balance is an important criterion, e.g. for panel speakers in online events. Gender-inclusive and gender-sensitive language shall be adopted in the activities and their documentation.
- All materials produced for the capacity-building programmes will be owned by UNESCO-UNEVOC.

- The Contractor shall respect the time and technical specifications of the deliverables and shall ensure that the level of English in all deliverables is of a high standard.
- This assignment does not require any travel from the Contractor. All tasks listed under these terms of reference are expected to be conducted remotely from the original duty station of the Contractor.

Contract N°:

(Please quote this reference in all correspondence and communications)

CONTRACT FOR SERVICES

THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION
(hereinafter called 'UNESCO')
and Name
the headquarters of which are
situated in Paris
BONN / UNEVOC
Germany
(hereinafter called 'the Contractor')
Address
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 another currency than US\$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

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

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

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

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

Name of the Bank:

Address of the Bank:

Name of the Account Holder:

Number of Account:

3.2 Instalments

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

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

3.3 Advance Payment

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

Yes: Payment N° No

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

	Detailed Description	Amount/Currency
(i)		

3.4 Reimbursement

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

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

3.5 Travel

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

Article IV. Amendments

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

Article V. UNESCO Terms and Conditions

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

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

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

Signed on behalf of the Director-General of UNESCO:

Name:

Date:

Title:

Signature:

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

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

Initials:

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

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

19. CHILD LABOUR

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

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

20. MINES

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

Initials:

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.

Initials:

Attachment C: Background information from Project document

[The description of activities not relevant to this assignment were removed]

Supporting TVET institutions' post-pandemic recovery

2. Summary description

The COVID-19 pandemic has brought unprecedented opportunities and challenges. It has accelerated the digitalization process of jobs as many organizations transitioned to remote working. There is a boost in demand for digital skills which is expected to grow in high proportions.

The education and training sector has also observed changes in approach as many countries saw the need to shift to more agile and responsive strategies to ensure that learning never stops, albeit different outcomes. Different approaches have been adopted by training institutions and training providers suited to their organizational, technical and pedagogical readiness in order to move to online teaching and remote learning. In countries where there are still profound socio-economic inequalities, remote teaching is used as an emergency or temporary solution to minimize learning disruptions.

However, the outcomes of these solutions are varied as access, quality and continuance of learning are not guaranteed by these stop-gap measures. The pandemic has therefore exposed existing vulnerabilities and deep inequalities needing urgent attention. The transition to the 'new normal' signals that a one-size-fits-all approach can no longer be applied to cope with the increasing demand and changing dynamics of technological and labour market developments in the post-COVID era. By expanding links with the private sector, creating targeted institutional capacity development approach, professional development of teachers and managers, and implementing programmes aligned with societal and labour market demands, TVET institutions can strengthen their resilience and responsiveness for the future to come.

With the aim to support these new demands for post-COVID recovery, this special project is conceived to support TVET institutions, providers and their immediate stakeholders in successfully implementing measures that help to quickly adapt to an accelerated digitalization of education, training and in the labour market. TVET institutions have the potential to contribute and have requested UNESCO-UNEVOC to support and provide guidance to help stabilize their current approach through capacity building on digital competency, career guidance, entrepreneurial mind-set development and mentoring, developing mechanisms to boost their engagement with the private sector, access resources for designing upskilling opportunities and online learning. The project offers five approaches to deliver on these expectations and support the development and implementation of measures in TVET.

3. Implementation strategy

3.1 Sustainable Development Goals

The project contributes directly to two goals and four targets of the SDGs, namely:

SDG-4: Quality education - **Target 4.3**, by 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university; **Target 4.4**, by 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship; and **Target 4.7**, by 2030 ensure all learners acquire knowledge and skills needed to promote sustainable development, including among others education for sustainable development. The project contributes to quality education through the provision of training and skills development opportunities for employment, and entrepreneurial learning targeted to those affected by job displacements, job shifts or job insecurities. In addition, it creates a platform for sharing of effective practices in TVET among institutions in different settings and technological environments (low-, medium- and high-technology), and supports raising of capacities of institutional stakeholders on resilience and agility in the post-COVID-19 era.

SDG-8: Decent work and economic growth –**Target 8.3**, promote development-oriented policies that support productive activities, decent job creation, entrepreneurship, creativity and innovation, and encourage the formalization and growth of micro-, small- and medium-sized enterprises; and **Target 8.6**, by 2020, substantially reduce the proportion of youth not in employment, education or training. The project pays attention to the demands of the formal and informal employment sectors and their potential to provide employment for the youth and contribute to social justice. The project facilitates the sharing of concrete experiences, peer learning network and practices to ensure that institutions are equipped with knowledge of what works and can be inspired in their future practice.

As a special COVID-19 response project, it also explores TVET ancillary contributions to other SDGs.

3.2 Overall purpose and relevance (including needs, issues and baselines)

Needs, issues and baselines

The COVID-19 pandemic has brought unprecedented opportunities and challenges. It has accelerated the digitalization process of jobs as many organizations transitioned to remote working. However, the pandemic has also accelerated the automation or demise of certain jobs which is changing the paradigm of the world of work. The trends in digitalization are suggesting that 9 out of 10 jobs will require digital skills.

Workers will need to learn new skills to meet the demands of restructured jobs demanding mid-/ to higher-level specialized skills or adapt to technological changes within their current roles. Above 80% of employers have seen an expansion of remote work and the use of digital tools for collaboration and building of community.

In some sectors hard hit by the pandemic, there is a potential gap in the supply of new graduates with practical skills due to a sudden dip in enrolment (e.g., tourism) or on-the-job training disruptions. In this scenario, the practice-based and work-oriented competence of new labour entrants will need to be augmented with measures that help manage transition from school to work. TVET sector could be an

important contributor to accelerate the recovery of systems and institutions by minimizing learning disruptions and producing the much-needed talent to fill jobs in an expanding digital economy and restructured employment sectors.

The pandemic has also exposed existing vulnerabilities and deep inequalities. At least a third of the world's students – 463 million children globally – were unable to access remote learning when COVID-19 shuttered their schools. The crisis threatens to erase the education gains made in many developing countries over the past decade, risking long-term setbacks.

While the crisis still persists in some parts of the world, there efforts in the education sector to shift to more agile and responsive strategies to ensure that learning never stops have gained ground. The four-fold increase in demand for online learning pushed many countries to adapt their curricula to meet the needs and to adjust their pedagogy and didactical methods suited for remote teaching and learning. In TVET, as in all areas of education, different approaches have been adopted by training institutions and training providers surveyed by UNESCO-UNEVOC according to their organizational, technical and pedagogical readiness to move to online teaching and remote learning. In countries where there are still profound socio-economic inequalities, remote teaching is used as an emergency or temporary solution to minimize learning disruptions. The lack of adequate hardware infrastructures, limited access to mobile technology devices and open educational resources (OERs) in TVET, low data and internet connectivity, limited experience in deploying digital learning solutions and assessments, are some of the setbacks that limit the input of TVET institutions, and therefore the outcomes in performing their mandate.

Some countries, on the other hand, are reaping the benefits of being an early technology adopter. Many institutions have gone far beyond using digital technologies as mere aids for learning but they are also quick to adopt innovative technologies to deliver TVET-oriented learning with the use of augmented and virtual reality, game-based technology, simulation technology and Artificial Intelligence.

One of the key issues in the two scenarios of limited digital technology provisions on the one hand and deep technology penetration is low institutional and teacher capabilities. TVET institutions confirmed long-standing issues linked to inadequate preparation of TVET managers, trainers and learners for an abrupt transition to remote learning and distance teaching and learning methods. It has become evident that there is an urgent demand for continuous mentoring, professional development, technological support and retraining of TVET staff to strengthen their digital and pedagogical competences. The power dynamics long held by learning facilitators is now shifting in the hands of students and learners as the main clients of learning.

Though the magnitude of this digital transformation threatens to widen the gap between the haves and the have-nots, technical and vocational education and training (TVET) is well placed to level the playing field through responsive training programmes. This calls for more opportunities to support institutions through targeted capability building to roll out new and digital services and support individuals through targeted competency development, upskilling, re-skilling, development of entrepreneurial competencies and mindset and the provision of career guidance, particularly the unemployed youth. In particular, support is also needed in low and middle-income countries to mitigate the damage caused by loss of learning, address training gaps and reskill those affected by job losses.

The transition to the 'new normal' signals the need for TVET institutions that are agile enough to adapt to unexpected disruptions. In particular, a one-size-fits-all approach can no longer be applied to cope with the increasing dynamics of technological and labour market developments. By expanding links with the

private sector, building the capacities of teachers and managers, and implementing programmes aligned with societal and labour market demands, TVET institutions can strengthen their resilience and responsiveness for the future to come.

Towards this end, the main objectives of the project are:

- i. To develop the capacity of TVET staff in teacher training institutions to apply digital competencies
- ii. To strengthen the capability of TVET institutions in facilitating the re-entry of unemployed youth to the new job market and entrepreneurial ventures
- iii. To support TVET institutions' processes for building resilience with collaboration from the Private sector and development cooperation partners
- iv. To support local training providers in rolling out upskilling programmes for individuals in the workforce category to contribute in sector/enterprises' management of the pandemic recovery
- v. To compile and share lessons and experiences in COVID-19 recovery

The project seeks to support institutions and stakeholders/learners from Asia-Pacific; Latin America and Caribbean, Arab States, with a focus on institutions identified as needing priority support in the small island developing states (SIDS) and selected countries in Africa.

3.5 Theory of Change

Activity 2. Organizing capability building workshops on career guidance and entrepreneurial learning to address the gaps in practice in formal and non-formal delivery of TVET

- The Covid-19 pandemic is intensifying gaps between those who have access and those who do not. Many of the jobs available to the young people prior to the COVID pandemic have become much more difficult to access due to business closures or restructuring of jobs. There has been a dip in hiring in disrupted labour markets, which affects new entrants or those who are already employed but with less experience. Notwithstanding this, young people tend to have a limited foresight as to which career path will be productive in the long term, as are the TVET institutions that train them. Hence, young people are already in a disadvantaged situation with limited guidance for their career options.
- The pandemic has intensified the risks of unemployment and underemployment, exacerbated by the uncertainties in the post-COVID-19 pandemic era. Learners need to acquire guidance as well as crucial life skills, including entrepreneurial skills and mind-sets, to cope with an uncertain future. There is an increasing demand for supporting TVET providers, both formal and non-formal, to strengthen their capabilities to cater for the needs of young people, especially the disadvantaged youth. This support will help institutions facilitate a more targeted approach to help young people acquire entrepreneurial competencies and access career guidance provisions to enhance their employability and adaptability to changing labour market demands and future disruptions.
- The activity will focus on organizing workshops to raise the capabilities of institutions on entrepreneurial learning and career guidance. Institutions engaged in formal and non-formal delivery of TVET are targeted by this approach to facilitate the re-entry of unemployed and underemployed youth to the new job market.
- TVET institutions will be supported through capability building support, strengthening the approaches of 120 managers and teachers in their delivery of entrepreneurial learning and career guidance services for disadvantaged youth.