



United Nations  
Educational, Scientific and  
Cultural Organization

Organisation  
des Nations Unies  
pour l'éducation,  
la science et la culture

## **Contract for Individual Consultant**

### **Request for written proposal**

**Reference: CLT/HER/WHC/HUL/17/21**

**Date: 17 March 2017**

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

UNESCO is inviting written proposals from Individual Consultants for the work assignment described in attachment A.

To enable you to prepare a proposal for this assignment, please find attached the following documents:

- (a) Terms of Reference (see attachment A);
- (b) UNESCO's contract for Individual Consultants, the contracting modality used for these assignments (attachment B);
- (c) Background material concerning the work assignment (attachment C)

Your written proposal should comprise:

- (a) A Technical Proposal consisting of
  - an up to date curriculum vitae, and
  - an approach and methodology for the assignment, a work plan and comments on the Terms of Reference if any (in brief).
- (b) The amount to be charged for the assignment, which should be quoted in US dollars or in euros only. Please show any travel costs separately.

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

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

Your proposal should be submitted by e-mail no later than close of business (18:00) on 24 March 2017. E-mail proposals should not exceed 5MB.

The e-mail address is:

[k.hendili@unesco.org](mailto:k.hendili@unesco.org) or [m.ziane-bouziane@unesco.org](mailto:m.ziane-bouziane@unesco.org)

It is the individual's responsibility to ensure that his/her proposal is received by the deadline.

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

A handwritten signature in black ink, appearing to read "Hendili", is positioned in the lower right quadrant of the page. The signature is written in a cursive style with a large initial 'H'.

## Attachment A

### Terms of Reference

#### 1. Background and Objective

The Recommendation on the Historic Urban Landscape (hereinafter referred to as “the Recommendation”), adopted by the General Conference of UNESCO at its 37<sup>th</sup> session in November 2011, is a normative instrument of UNESCO dealing with the protection and conservation of urban heritage in all its forms. The UNESCO Culture Sector has to report, every four years, to the General Conference of UNESCO on the implementation of the Recommendation. The first Consolidated Report on the implementation, by UNESCO Member States, of the Recommendation (hereinafter referred to as “the Consolidated Report”) was therefore examined by the General Conference of UNESCO at its 38<sup>th</sup> session in November 2015. The next Consolidated Report is expected to be submitted to the General Conference of UNESCO at its 40<sup>th</sup> session in November 2019. It would need, before that, to be examined and validated by the Executive Board of UNESCO at its 205<sup>th</sup> session in April 2019. In view, of the elaboration of the Consolidated Report, the UNESCO Culture Sector has to prepare a document that contains the description of the consultation process foreseen (concept, tools, timeframe and budget) and submit it to the Executive Board of UNESCO for approval, at its 202<sup>nd</sup> session in October 2017. The UNESCO Culture Sector foresees to carry out this consultation process based on an on-line questionnaire and a set of guidelines which still need to be developed. The results of the consultation will be analyzed and used to prepare the Consolidated Report.

#### 2. Purpose of the Assignment

The Individual Consultant will be hired to carry out the consultation process leading to the elaboration of the Consolidated Report and to develop a tool aiming at explaining the approach carried by the UNESCO Recommendation on the Historic Urban Landscape (2011). Through his/her assignment (including studies, reports and missions), the Individual Consultant will contribute to supporting the evidence base of the implementation of the 2030 Agenda for Sustainable Development and in particular, Sustainable Development Goal 11 on sustainable cities.

The assignment is foreseen for a **duration of 11 (eleven) months**, starting from **1 April 2017**.

#### 3. Duties/Tasks and Expected Output

Within the framework presented in Article 1. (Background and Objective), here above, the Individual Consultant shall:

1. Implement the consultation process leading to the elaboration of the Consolidated Report and more specifically:

1.1. Prepare a work plan for the elaboration and submission of the Consolidated Report, based on the timeframe set by the UNESCO Culture Sector and the Office of International Standards and Legal Affairs (LA) and carry out the necessary research and documentation work;

1.2. Develop the format and content of the on-line questionnaire and of the set of guidelines to be sent to the Member States to allow them reporting on the measures undertaken for the implementation of the Recommendation, as well as on challenges faced, lessons learnt and future perspectives;

1.3. Elaborate the document that contains the description of the consultation process foreseen (including the on-line questionnaire and the set of guidelines described in Article 1.2.) as well as the timeframe and details of the budget which is necessary to elaborate the Consolidated Report, for examination by the Executive Board of UNESCO, at its 202<sup>nd</sup> session in October 2017;

1.4. Finalize, based on the resolution and comments of the Executive Board of UNESCO at its 202<sup>nd</sup> session, the components of the consultation process towards the elaboration of the Consolidated Report (including the set-up of the on-line questionnaire);

1.5. Ensure that the on-line questionnaire and set of guidelines are translated into French;

1.6. Prepare the circular letter (in both English and French versions) to be sent to UNESCO Member States to invite them to report on the measures undertaken for the implementation of the Recommendation, as well as on challenges faced, lessons learnt and future perspectives;

1.7. Launch the consultation process by sending the circular letter to all UNESCO Member States, together with link to the on-line questionnaire and the set of guidelines.

2. Develop a tool (hereinafter referred to as “the HUL Tool”) to explain the approach carried by the Recommendation and the way it can help the various stakeholders dealing with urban heritage protection and conservation improving the protection and conservation of urban heritage, notably the sites inscribed on the World Heritage List, and more specifically:

2.1. Carry out a documentation work by referring to previous decisions of the Executive Board of UNESCO and of the World Heritage Committee as regards the implementation of the Recommendation;

2.2. Study and analyze the existing tools (decisions described in Article 2.1., reports, manuals, guidebooks, etc.) presenting the Recommendation and/or the Historic Urban Landscape approach;

2.3. Develop the concept of the HUL Tool and produce it, in close cooperation with the individual experts, partner institutions or any other party designated by the Heritage Division of the UNESCO Culture Sector.

3. Advise, upon request of the Director of the Heritage Division of the UNESCO Culture Sector (DIR/HER), on any issue relating to the implementation of the Recommendation.

4. Carry out missions, upon request of the Director of the Heritage Division of the UNESCO Culture Sector (DIR/HER), to participate in meetings, workshops and events related to the implementation of the Recommendation.

5. Work at UNESCO HQ's premises (Paris) at least from 1 July 2017 to 28 February 2018.

#### 4. Timetable and Deliverables

- a. Submit a report to and for approval by UNESCO on the implementation of the activities described in Article 3.1.1. and on progress in the implementation of the activities described in Articles 3.1.2., 3.2.1. and 3.3., as well as of valid certificates on 3 security trainings undertaken: UNESCO Security Awareness certificate, UN Basic II Security Training and UN Advanced security training no later than 28 April 2017.

- b. Submit to and for approval by UNESCO a report on the implementation of the activities described in Article 3.1.2 and 3.2.1. and on progress in the implementation of the activities described in Article 3.3., no later than 31 May 2017.
- c. Submit a report to and for approval by UNESCO on the implementation of the activities described in Article 3.1.3., and on progress in the implementation of the activities described in Articles 3.2.2. and 3.3., no later than 30 June 2017.
- d. Submit a report to and for approval by UNESCO on progress in the implementation of the activities described in Articles 3.2.2. and 3.3., no later than 31 July 2017.
- e. Submit a report to and for approval by UNESCO on progress in the implementation of the activities described in Articles 3.2.2. and 3.3., no later than 31 August 2017.
- f. Submit a report to and for approval by UNESCO on the implementation of activities described in Article 3.2.2., and on progress in the implementation of the activities described in Article 3.3., no later than 29 September 2017.
- g. Submit a report to and for approval by UNESCO on progress in the implementation of the activities described in Articles 3.2.2. and 3.3., no later than 31 October 2017.
- h. Submit a report to and for approval by UNESCO on progress in the implementation of the activities described in Articles 3.1.4., 3.2.2. and 3.3., no later than 30 November 2017.
- i. Submit a report to and for approval by UNESCO on the implementation of activities described in Articles 3.1.4. and 3.1.5., and on progress in the implementation of the activities described in Articles 3.2.3. and 3.3., no later than 29 December 2017.
- j. Submit a report to and for approval by UNESCO on the implementation of activities described in Articles 3.1.6. and 3.2.3., and on progress in the implementation of the activities described in Article 3.3., no later than 31 January 2018.
- k. Submit a final report to and for approval by UNESCO on the implementation of activities, no later than 28 February 2018.

## 5. Qualifications

Education: the Individual Consultant shall hold an advanced university degree (Master's degree or equivalent degree) in a discipline related to urban heritage conservation and management.

Work experience: at least seven (7) years of progressive professional experience in the field of urban heritage conservation, notably in relation to the implementation of the World Heritage Convention and the application of the UNESCO Recommendation on the Historic Urban Landscape, in association with national and international organizations.

Language: excellent knowledge of English or French.

## 6. Supervisory arrangements

The Individual Consultant shall accomplish the tasks detailed in Article 5. Here above under the direct supervision of the Director of the Heritage Division of the UNESCO Culture Sector

(DIR/HER) and in close cooperation with the Coordinator of the World Heritage Cities Programme.

#### 7. Facilities to be provided by UNESCO

During her/his assignment, the Individual Consultant will benefit from a working space at the Heritage Division of the Culture Sector UNESCO HQ's premises and a badge to access it. UNESCO will not provide a desktop computer or any other equipment. The Individual Consultant will have to use her/his own equipment while the responsible IT staff will make the necessary set-up to allow the consultant access the related printing and scanning devices.

## Attachment B

### Contract for Individual Consultants

#### Extract of the UNESCO Human Resources Manual “13.10. Individual consultant and other specialists contracts”

[...]

#### C. Legal Status and Obligations

4. Individual consultants and other specialists are governed by the provisions of the present Human Resources Manual Item and the provisions of his/her contract, which shall determine the legal status and conditions of service, including those relating to obligations, copyright, termination and arbitration.

##### Legal Status

5. Individual consultants and other specialists are neither staff members under the UNESCO Staff Regulations and Staff Rules nor officials under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). They may, however, be given the status of ‘experts on mission’ within the meaning of Annex IV of the said Convention.

##### Obligations

6. Individual consultants and other specialists shall refrain from conduct that may adversely reflect upon UNESCO and shall not engage in activities incompatible with the aims and objectives of the Organization. Under the terms of their contract, they undertake to carry out their work and regulate their conduct with the interest of UNESCO only in view, and to refrain from seeking or accepting any instruction from any authority external to the Organization, unless specifically authorized to do so by the Director-General.
7. They shall exercise the utmost discretion in all matters relating to the performance of their duties. Unless authorized by the Director-General, they must not use, nor communicate to any person or body external to the Organization, information that has not been made public and/or only became known to them through their association with UNESCO.
8. Individual consultants and other specialists must not enter into any financial commitments on behalf of UNESCO, nor be granted any certifying, approving or signing authority.
9. Should an individual consultant and/or other specialists, by malice or culpable negligence, involve UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay any financial compensation.

[...]

## E. Conditions of Service

### Payments

63. The contract may be drawn up, and the payments made, in United States Dollars, Euros or currencies in which UNESCO holds a bank account. Only one currency can be used in any one contract. The UN's official operational exchange rate on the date the contract is signed should be applicable, if necessary, to convert amounts into another currency. No adjustments will be made for any variation in exchange rates which may occur during the contract period.
64. All payments will be made by bank transfer. UNESCO will be responsible for its own banking fees, but any possible intermediary banking fees, as well as the individual's own banking fees, are the responsibility of the individual consultant or other specialist.
65. Advance payments can only be authorized for expenses necessarily incurred by the individual consultant or other specialist to prepare for an assignment (e.g. travel, equipment). They cannot be made against the payments for the actual service to be provided. The individual consultant or other specialist should submit requests for advance payments, in writing, and with the appropriate justification, to the staff member responsible for the contract.
66. Requests for payments, whether final or staggered, should be submitted by the individual consultant or other specialist to the staff member responsible for the contract, with appropriate justification (e.g. production of an interim report).
67. No payments, whether final or staggered, may be processed until all specified reports and/or deliverables have been received and approved by the staff member responsible for the contract (e.g. Programme Specialist, Chief of Section) and submitted to the AO.
68. Staggered payments shall only be authorized if:
  - (a) the different activities can be separately identified and evaluated, and for contracts exceeding one month;
  - (b) all the tasks as specified in the contract have been carried out to the required standard.
69. Final payments shall only be authorized if:
  - (a) all specified reports and/or deliverables have been received and approved by the staff member responsible for the contract;
  - (b) the product or service has been evaluated, and the evaluation section of the appropriate Human Resources Form for Selection and Evaluation of individual consultants (HR 13-1a), individual authors (HR 13-1b), individual photographers (HR 13-1c) or individual film and video production specialists (HR 13-1d) has been duly completed.

*Further information about the payments is set out in Procedure on processing of payments for contracts (see Human Resources Appendix 13 F, Part 4).*

### Taxes

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



## **Insurance**

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

## **Social Benefits**

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

## **Travel**

74. If required to travel on UNESCO's behalf, individual consultants and other specialists may be issued with a travel order and/or certificate confirming that they are travelling on behalf of the Organization to facilitate their travel, in accordance with the provisions of Article VIII of the Convention on Privileges and Immunities of the Specialized Agencies (21 November 1947).
75. Individual consultants and other specialists should travel economy class and receive DSA at no more than 75% of the standard rate (and which should be reduced, as necessary, when the number of days of DSA exceeds the limits stipulated in the table of rates published by ICSC). However, lower rates may be paid where negotiated by the staff member responsible for the contract. DSA is only payable to individuals carrying out assignments away from their usual place of residence or work.
76. When negotiating contracts, travel-related expenses (e.g. the cost of tickets, terminal fares and DSA) must be fixed and agreed between the parties.
77. Individual consultants or other specialists are expected to make their own travel arrangements and should be provided with a lump sum to cover travel-related expenses, which may be paid in advance. UNESCO cannot accept responsibility for a claim or refund that may arise from the travel arrangements made. Staff members responsible for the contract should advise individual consultants or other specialists to take out appropriate cancellation insurance when finalising travel arrangements. However, Offices may decide to help individual consultants or specialists with travel arrangements e.g. if they can obtain travel tickets at more favourable prices.
78. Exceptions to these provisions must be approved by the ADG, Director of Bureau or Office or the Director/Head of field office but in no case should the travel class or the DSA rate exceed that applicable to staff members.

## **Security**

79. If travelling on behalf of the Organization, individual consultants and other specialists must complete the following mandatory security training courses and obtain the appropriate certificates:

- (a) [Basic Security in the Field II \(BSITF II\)](#);
- (b) [Advanced Security in the Field \(ASITF\)](#) - mandatory for all UNESCO personnel assigned or on official travel to a field duty station (i.e. any duty station which is not designated by ICSC as “H” category\* under mobility and hardship scheme);
- (c) [UNESCO Field Security Awareness Training](#).

Certificates for both BSITF II and ASITF are valid for 3 years. The personnel is required, to undergo the re-certification of the above mentioned security trainings after that period.

[...]

## **G. Termination**

86. UNESCO or the individual consultant or other specialist may cancel the contract before it has come into effect by giving written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the contract with shorter notice, the individual consultant or other specialist is entitled to 5% of payment for each month of service provided by the contract, subject to a maximum of 30% of the total amount.
87. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month’s written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the individual consultant or other specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the individual consultant or other specialist, or of the inability of the individual consultant or other specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.
88. Notwithstanding the provisions of paragraphs 86 and 87, in the event of breach of contract, including false declarations, on the part of the individual consultant or other specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

## **H. Arbitration**

89. Any controversy or dispute concerning the execution or interpretation of the contract for individual consultants and other specialists shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.
90. The party initiating the procedure shall decide which of the two procedures shall apply.

## Attachment C

### Background material concerning the work assignment

Records of the 38<sup>th</sup> session of the General Conference of UNESCO (November 2015) – Paragraph 94

<http://unesdoc.unesco.org/images/0024/002433/243325e.pdf>

Report on the implementation by Member States of the 2011 Recommendation on the Historic Urban Landscape, including a glossary of definitions

<http://unesdoc.unesco.org/images/0023/002352/235234E.pdf>

World Heritage Centre website

<http://whc.unesco.org/>

World Heritage Cities Programme

<http://whc.unesco.org/en/cities/>

UNESCO Recommendation on the Historic Urban Landscape (2011)

[http://portal.unesco.org/en/ev.php-URL\\_ID=48857&URL\\_DO=DO\\_TOPIC&URL\\_SECTION=201.html](http://portal.unesco.org/en/ev.php-URL_ID=48857&URL_DO=DO_TOPIC&URL_SECTION=201.html)

Culture for sustainable urban development

<http://www.unesco.org/new/en/culture/themes/culture-and-development/culture-for-sustainable-urban-development/>