



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/18/18

Date: 2 May 2018

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 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 (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 **14 May 2018**. E-mail proposals should not exceed 5MB.

The e-mail address is:

A.Gakou@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.

Terms of Reference

1. Background and Objective

The organization of the Capacity Building Activity on the reporting process (online questionnaire) concerning the Recommendation on the Historic Urban Landscape, (hereafter “the 2011 Recommendation”), and analysis of the data obtained through this consultation.

2. Purpose of the Assignment

A. The Recommendation on the Historic Urban Landscape, (hereafter “the HUL Recommendation”) aims to apply a new integrated approach to safeguarding and managing urban heritage in pursuing some of the fundamental missions of UNESCO as well as international development goals and intercultural dialogue.

The Secretariat prepared “Draft guidelines for the preparation of reports by Member States on the application of 2011 UNESCO Recommendation on the Historic Urban Landscape, which was adopted at the 202nd Session of the Executive Board, Decision Item 24, Part VI. The consultation process started on 7 February 2018 will be completed 30 August 2018. The data collected through this exercise will be used in the preparation of the the second consolidated report that will be presented to the Executive Board for examination at its 206th session in spring 2019 and submit it to the General Conference for its consideration at its 40th session.

B. The data collected through this exercise may also be used for a possible publication by UNESCO Manual on the Historic Urban Landscape Approach, whose elaboration was recommended by decision 39 COM 11.7 of the World Heritage Committee.

The manual will be developed around the tools identified in the HUL Recommendation, namely the knowledge and planning tools, civic engagement tools, regulatory systems and financial tools, based on case studies exemplifying implementation ways of the Recommendation.

C. Within the framework presented in Article A, and B here above, the Specialist shall, under the direct supervision of the Deputy Director of the Heritage Division of the UNESCO Culture Sector.

The assignment is foreseen for a duration of 5 (five) months, starting from 22 May 2018.

3. Duties/Tasks and Expected Output:

1. Work towards development of elaboration of the second consolidated on the HUL Recommendation, in specific;
 - 1.1. Prepare a work plan for the elaboration of the analysis of the data collected through the on-line questionnaire;
 - 1.2. As part of the capacity building concerning the HUL Recommendation, organize a Side Event at the 42th session of the World Heritage Committee (Manama, Bahrain 2018);
 - 1.3. Contribute to the International Expert Meeting on 'Cities Reporting: HUL Approach in Modern Cities' to be held in 4-6 June 2018 (Tel Aviv, Israel)
 - 1.4. Analyse the data obtained through the online-questionnaire
2. Work towards development of a manual to provide guidance on the implementation of the HUL Recommendation, in specific
 - 2.1. Prepare a work plan for the elaboration of the manual based on the timeframe set by the UNESCO Culture Sector
 - 2.2. Organize a WHC internal steering committee together with the participation of HUL Focal Points of the Advisory Bodies (IUCN, ICOMOS and ICCROM) and discuss the road map in September 2018
 - 2.3. Develop the content of the manual and identify competent experts for its execution
 - 2.4. Consult UNESCO Publication Board and plan activities in their guidance
 - 2.5. Study case studies to exemplify good practice
 - 2.6. Work towards elaborating the template for the case studies based on equal geographic distribution
 - 2.7. Review and elaborate existing data on case studies to showcase identified tools, focusing on the challenges faced, lessons learnt, and future perspectives.
3. Advise upon request of the Deputy Director of Heritage Division on any issue relating to the development of the manual and the second consolidated report.
 - 3.1. Attend, upon request of the Deputy Director of Heritage Division, to participate in the meetings, workshops and events related to the implementation of the 2011 Recommendation.

4. Timetable and Deliverables

1. Submit a report on the implementation of the activities described in Article 1.1. and a progress in the implementation of the activities described Articles 1.2., 2.1 and 3, as well as valid certificates on three security trainings undertaken;

UNESCO Security Awareness certificate, UN Basic II Security Training certificate and UN Advances Security training no later than 22 June 2018.

2. Submit a report on the implementation of the activities described in Article 1.2., and progress in the implementation of the activities described in Articles 2.2 and 3, no later than 22 July 2018.
3. Submit a report on the implementation of the activities described in Article 1.2., and progress in the implementation of the activities described in Articles 2.3. and 3, no later than 22 August 2018.
4. Submit a report on the implementation of the activities described in Article 1.3., and progress in the implementation of the activities described in Articles 2.2, 2.4. and 2.5 and 3, no later than 22 September 2018.
5. Submit a report on the implementation of the activities described in Article 1.3 and progress in the implementation of the activities described in Articles 2.5., 2.6., 2.7. and 3, no later than 22 October 2018.

5. Qualifications

1. 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.
2. 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.
3. Language: excellent knowledge of English or French.

6. Supervisory arrangements

1. Within the framework presented in Articles A, and B here above, the Consultant shall accomplish the tasks detailed in Article 3, under the direct supervision of the Deputy Director of the Heritage Division of the UNESCO Culture Sector.

7. Facilities to be provided by UNESCO

1. 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.

**Contract for Individual 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

Any relevant background information/documents

Records of the 38th 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/>

UNESCO Recommendation on the Historic Urban Landscape (2011)

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

World Heritage Cities Programme

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

Culture for sustainable urban development

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