



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/WHC/NTO/19/228

Date: 3 December 2019

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).

Your written proposal should comprise:

- (a) A Technical Proposal consisting of
 - an up-to-date curriculum vitae and a half-page motivation letter indicating how your qualifications and experience make you suitable for the assignment;
 - a description of a proposed approach and methodology for undertaking the assignment, a work plan, as well as a proposed submission date of the fully developed final report.
- (b) The amount to be charged for the assignment, which should be quoted in US dollars only. Please show any travel costs separately.

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 set forth in the Terms of Reference, UNESCO shall select the proposal that offers the Organization best value for money.

Your proposal should be submitted by e-mail no later than **Sunday, 5 January 2020**. E-mail proposals should not exceed 5MB.

The e-mail address for submission is:

wh-marine@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

A. Work Assignment

In the framework of the project “Strengthening the application of the 1972 World Heritage Convention for the protection of marine protected areas”, the results, outcomes and recommendations of the expert meeting “Exploring the World Heritage Convention for High Seas Conservation” which was held in Monte Carlo, Monaco from 11 to 12 December 2018, and in response to the 2011 Independent Evaluation by the UNESCO external auditor, the Contractor shall, under the supervision of the Marine Programme Specialist:

- a. Develop a technical analysis of the most recent version of the Operational Guidelines for the Implementation of the World Heritage Convention, to identify provisions for possible amendments to the Operational Guidelines that would enable the nomination and protection of World Heritage sites in Areas beyond National Jurisdiction (ABNJ) and provide detailed guidance to States Parties. A particular focus shall be given to the Operational Guidelines related to Tentative Lists (articles 62-76), Protection and management (articles 96-119), Process for the inscription of properties on the World Heritage List (articles 120-168), and relevant annexes and formats that require revision to allow nomination, inscription and protection of sites beyond national jurisdiction;
- b. Identify existing concepts and language in the 1972 World Heritage Convention, Operational Guidelines, Decisions from the World Heritage Committee and other Convention documents that could be used to clarify the process for nomination and protection of sites in ABNJ;
- c. Undertake a 3-days mission to Paris, France (exact dates to be determined in a later stage) to discuss World Heritage nomination procedures and options for amendments to Operational Guidelines with the Chief of WHC/NOM, DIR/WHC and IUCN. The Contractor shall ensure that guidance and reflections from IUCN are taken into account.

B. Payment

In order to complete the above-mentioned activities, UNESCO/WHC shall pay the Contractor a lump sum for honorarium and will provide an additional lump sum to cover the costs related to the Individual Specialist's mission to Paris (France) that would be reimbursed as follow:

- A return air ticket costs by economy class only (from Duty Station to Paris, France) for the Individual Specialist at the most economic rate, upon submission of an original invoice and boarding passes;
- A 100% of the standard daily subsistence allowance (in line with UNESCO rules) to cover accommodation and meals for 3 days in Paris, France.

C. Timetable and deliverables

The assignment is foreseen for a duration of 2,5 months, starting from 13 January 2020.

1. Submit to UNESCO a first version of the report, an agenda for the mission (overview of interviews, list of people to meet) and a valid certificate on the BSAFE UN security training undertaken, no later than 31 January 2020;
2. Submit to UNESCO the final report (identification of paragraphs and annexes requiring amendment in the Operational Guidelines; and recommendations and proposals to amend the Operational Guidelines with justification), no later than 22 March 2020.

D. Requirements

1. Please note that the Contractor will have to submit to UNESCO prior to the mission a valid certificate on the BSAFE UN security training undertaken:

<https://training.dss.un.org/course/category/6>

2. Please also note that any Individual Consultant aged 70 or more who is to be issued a contract of 15 days or more must undergo a full medical examination prior to being hired when travel is required. The results of this examination should be forwarded to UNESCO's Chief Medical Officer (CMO), whose prior clearance must be obtained before the individual consultant can be hired.

**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,, representative, supervisory 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

68. The contract may be drawn up, and the payments made, in United States Dollars, Euros or currencies in which UNESCO holds a bank account[11]. 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.

69. 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.

70. 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.

71. 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).

72. 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.

73. 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.

74. 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

76. The fees of consultants are expressed in gross amounts. Consultants are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with local laws. UNESCO does not reimburse consultants any taxes, duty or other contribution payable by the consultants on payments made under the individual contract.

Insurance

77. Individuals issued with a contract for individual consultants or other specialists are covered by an insurance policy as contracted by UNESCO for work-related illness, injury, accidents or death whilst performing their official duties or travelling on behalf of the Organization. The compensation payable under that insurance policy shall be the sole compensation to which individual consultants or other specialists holders shall be entitled in respect of any claims of illness, injury, disability or death directly attributable to the performance of their duties. 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

78. 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.

79. Individual consultants and other specialists are not entitled to paid annual or sick leave.

Travel

80. 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).

81. Individual consultants and other specialists should travel economy class and receive DSA at 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.

82. When negotiating contracts, travel-related expenses (e.g. the cost of tickets, terminal fares and DSA) must be fixed and agreed between the parties.

83. 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 finalizing 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 favorable prices.

84. 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

85. If travelling on behalf of the Organization, individual consultants and other specialists must complete the following mandatory security training course and obtain the appropriate certificate:

(a) BSAFE is the new online security awareness training. It replaces both Basic Security in the Field (BSITF) and Advanced Security in the Field (ASITF). BSAFE is mandatory for all UN personnel, including staff, interns and consultants;

86. Individual consultants and other specialists must also request and obtain security clearance through UNDSS's Travel Request Information Process (TRIP) system for the countries to be visited, before they travel, and obtain the prior approval of the Director/Head of the field office to which their travel has been agreed.

[...]

G. Termination

92. 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 calendar days, for longer contracts – 14 calendar 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.

93. 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.

94. Notwithstanding the provisions of paragraphs 92 and 93, 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

95. 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.

96. The party initiating the procedure shall decide which of the two procedures shall apply.