



United Nations
Educational, Scientific and
Cultural Organization

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

Contract for Services

Request for written proposal

Reference: CLT/WHC/NHU/20/020

Date: 17 April 2020

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

Expert contract to provide expertise toward the design of a comprehensive funding strategy that demonstrates the contribution that natural UNESCO World Heritage properties make to building resilience of global ecosystems in the face of climate change.

UNESCO is inviting written proposals from Marketing / Fundraising / Communication and Digital Companies 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 for Professional Services (Video and films) and the contracting modality used for these assignments (attachment B);
- (c) Price Schedule Form (attachment C).

A. PREPARATION OF PROPOSALS

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

Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- b) Detailed Price Proposal, including prices both before and after tax.

Language and Expertise Requirements

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

Applicant contractors are encouraged to submit proposals illustrating the following criteria:

- (a) Proposals including expertise and significant experience with developing brand identity and strategic communications in support of fundraising initiatives at globally recognized conservation organization, United Nations organizations and/or NGOs;
- (b) Proposals fostering remote working and telecommunications. Travels and Co2 emissions should be kept to a minimum as part of project implementation;
- (c) Proposals limiting the strategy preparation to a minimum of time and efforts in order to focus on supporting a maximum delivery of messaging and project implementation;
- (d) Proposals detailing significant in-kind contribution of services.

Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including Customer References.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements.

2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the Terms of Reference (TOR) and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. The offeror should include the number of person-working days in each specialization that is considered necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the TOR, or as you may otherwise believe to be necessary.

3. Proposed Personnel and Partners

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff.

If applicable, the proposal should also present the partners that would be involved in the implementation of the activities and should include a brief description of such collaborators or contributors.

Price Proposal and Proposal currencies

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

The overall Price Proposal shall be detailed and shall clearly mention in-kind contribution services. It shall also detail travel costs, if any, in a separate section dedicated to this purpose.

The Price Proposal shall be submitted in a single currency and all prices shall be quoted in US dollars or EUR or any other convertible currency.

Amounts both before and after tax shall be indicated.

B. SUBMISSION OF PROPOSALS

The Offeror shall submit his/her proposal as follows:

Procedure

Proposals should be submitted, in pdf format, to the attention of Ms. Vanessa Lucot, Programme Assistant, World Heritage Nature Unit, at the following address:

wh-marine@unesco.org

Deadline

Offers should be submitted by e-mail no later than **Sunday, 24 May 2020**.

It is the applicant's responsibility to ensure that his/her proposal is received by the deadline. Any offer received by UNESCO after the deadline for submission of proposals will be rejected.

C. EVALUATION

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.

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected.

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 context of the projects “*Financial Support for Climate Adaptation projects for World Heritage properties inscribed for natural values*” and “*Strengthening Capacity and Resilience of Natural World Heritage Sites in a Changing Climate*”, the contractor will, under the supervision of the Senior Project Officer of the World Heritage Nature Unit, provide expertise toward the design and implementation of a communication strategy that demonstrates the contribution that natural UNESCO World Heritage properties make to building resilience of global ecosystems in the face of climate change.

This contract constitutes the first phase of a larger effort to develop a comprehensive fundraising strategy in support of climate adaptation for natural World Heritage.

In particular, the contractor will:

- 1) Develop a brand identity and strategic communication framework that demonstrates the value of UNESCO natural World Heritage and climate change resilience. The framework will underpin future communication and fundraising activities in support of climate adaptation and resilience building at UNESCO natural World Heritage sites, in particular in developing countries. Key performance indicators are required as part of the communication strategy;
- 2) Develop communication material and sales tools necessary to initiate sensitization of the general public and to make an effective sales pitch to target partners. Messaging will focus on the value of UNESCO natural World Heritage properties in building resilience and climate adaptation and concentrate on what sets World Heritage apart from other actors. Communication and sales tools will include, at minimum (but will not be limited to):
 - a. Visual and editorial support for the design of a dedicated project webpage at the official World Heritage Centre’s website;
 - b. Preliminary content for distribution through UNESCO social media channels (posts including texts and photo or video based on content and information provided by the World Heritage Natural Unit, priority to Instagram and twitter);
 - c. Launch press release(s) (Word format);
 - d. A minimum of 5 initial placements in strategic media;
 - e. A sales pitch presentation for targeted partners (Powerpoint presentation).

- 3) Develop a short film reflecting the brand identity and key messages for global distribution, using video elements provided by UNESCO's World Heritage Nature Unit. The storyboard for the film shall be approved by the World Heritage Nature Unit prior to the first cut of the video. The editing shall include digitalization, montage, subtitles, use of logo's and music if required.

B. Timetable and deliverables

The assignment is foreseen for a duration of 5 months, starting from mid-May 2020.

1. Submit to UNESCO a preliminary report of 30 pages maximum, detailing the brand identity and strategic communication framework to be implemented as mentioned in article A.1, no later than mid-June 2020.
2. Submit to UNESCO the communication and sales tools as mentioned in article A.2.a to A.2.f, in the form of bi-monthly packages, including social media content, suggested publication schedule, documents in Word or PowerPoint format, etc. The packages shall be delivered in .zip format every two weeks during five months, starting from mid-June to mid-October (one zip file in the middle of the month and one zip file at the end of the month).
3. Submit to UNESCO a short film as mentioned in article A.3, of a length of maximum 07 minutes. The film shall be submitted in the following format: Raw and Quicktime H264 .mov, 25 frames per second, Full HD 1920x1080.

A storyboard shall be provided and a first cut of the video shall be submitted for review, comments and approval by the World Heritage Nature Unit no later than mid-July 2020. The final cut of the video shall be submitted for review, comments and approval by the World Heritage Nature Unit and of an invoice by the Contractor no later than mid-August 2020.

C. Copyrights

The Contractor grants to UNESCO the exclusive worldwide right to exploit, to publish, to reproduce, to diffuse, to communicate to the public, etc, in any form and on any support, including digital, all or part of the images / photographs / video footage and to license these rights to third parties on the basis of the rights herein vested in UNESCO.

The Contractor warrants that:

- a) The images/photographs/videos made under this contract are created by the Contractor and the Contractor is the sole and unrestricted owner of the exclusive rights in the images / photographs / video footage;
- b) The images / photographs / video footage made under this contract are free from encumbrances and no third party is entitled to any intellectual property rights with regard to the images / photographs / video footage;
- c) The rights for any music used in the video footage shall be secured by the Contractor;
- d) No third-party rights have been infringed in the making of the images / photographs / video footage.


D. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the deliverables and invoices submitted by the contractor for services provided.

**Contract for Services (Video and films) template,
including General Terms and Conditions for Services**

Contract N°:
(Please quote this reference in all correspondence and communications)

CONTRACT FOR SERVICES (VIDEO AND FILM)

 United Nations Educational, Scientific and Cultural Organization	THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (hereinafter called 'UNESCO') the headquarters of which are situated in Paris Name of Sector/Division, Section, Unit or Name of Field Office	and Name (hereinafter called 'the Contractor') Address Vendor number
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Article I. Work assignment

Contract entered into between UNESCO and the Contractor in order to perform the following:

[insert summary description of the Services]:

Article II. Duration of contract

- 2.1 If the contract is not signed by the Contractor and returned to UNESCO by DD/MM/YYYY 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 [insert currency]. 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. Instalments 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:
- Bank Code:
- IBAN Number:
- SWIFT Address:

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	Currency/Amount
1.			DD/MM/YYYY	
2.			DD/MM/YYYY	
.			DD/MM/YYYY	
.			DD/MM/YYYY	
.			DD/MM/YYYY	

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:

	<u>Detailed Description</u>	<u>Amount</u>
(i)		
(ii)		

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.

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	<i>DD/MM/YYYY</i>
Title	Signature

Contractor [please sign and return to UNESCO one original of the contract and retain the second original for yourself]:

Name	Date	<i>DD/MM/YYYY</i>
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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage

to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, 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. 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.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

Initials:

13. 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 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14. 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.

15. SETTLEMENT OF DISPUTES**15.1 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.

15.2 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.

16. 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.

17. TAX EXEMPTION

17.1 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.

17.2 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.

18. CHILD LABOUR

18.1 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.

18.2 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.

19. MINES

19.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

19.2 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.

Initials:

20. 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.

21. 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.

22. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 22 above.

23. 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

24. VIDEO AND FILM PRODUCTION

This cession of rights concerns all showings in radio and in television forms –by satellite, cable or hertzian waves- or cinematographic form, all publishings in the form of videotape, videodisc, compact disc, audiocassette, or vinyl disk as well as by any other means known or to be invented as well as on all devices and in all formats. This cession of rights is granted worldwide for the maximum period permitted by the law. If the Contractor incorporates in the programme any library material, published or unpublished scenario, dialogue, musical composition or other work, the copyright of which is vested in a third party, he shall obtain, free of cost to UNESCO, written permission from the owner(s) of the copyright therein for the Contractor and UNESCO to translate, reproduce in whole or in part, publish, communicate to the public, including communication by public projection, distribute, adapt or otherwise use such works in all versions of the programme in whatever form or language it is produced. The Contractor will prove evidence of the grant of this authorization. The Contractor warrants to UNESCO that it has the right to grant the rights mentioned in this Contract and that the programme contains nothing libellous or otherwise unlawful.

The Contractor warrants that:

(a) The Work made under this contract are created by the Contractor and the Contractor is the sole and unrestricted owner of the exclusive rights in the works;

(b) The Work made under this contract is free from encumbrances and no third party is entitled to any intellectual property rights with regard to the Work; and

(c) No third party rights have been infringed in the making of the Work.

Initials:

Price Schedule Form

This is an example of the price schedule form that may be used. It is recommended that the price schedule is detailed including as a minimum the consultancy rate per day, number of workdays and travel estimates per main activity.

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate document from the rest of the Proposal.
 2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes.
 3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
 4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.
- Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule

Request for Proposal Ref:

Total Financial Proposal [currency/amount]:

Date of Submission:

Authorized Signature:

Description of Activity/Item		No of Consultants	Rate per Day [currency/amount]	No of man-days	Total [currency/amount]
1.	Remuneration				
1.1	Services at Home Office (if applicable)				
1.2	Services on site (if applicable)				
Description of Activity/Item		No of Consultants	Rate per Day [currency/amount]	No of man-days	Total [currency/amount]
2.	Other Expenses				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
2.6	Others (please specify)				