**UNESCO OFFICE FOR IRAQ**

**Request for Proposal from an Individual Consultant**

**Reference: RFP\_Consultants/16/01/ TVET Governance Advisor to the GoI and KRG**

**Date: 31 January 2016**

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

UNESCO Office for Iraq 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:

1. Terms of Reference (attachment A);
2. Background materials concerning the work assignment (attachment B);
3. UNESCO’s contract template for Individual Consultants, the contracting modality used for these assignments (attachment C);
4. Vendor Form and CV Template (attachment D)

Your proposal and any supporting documents must be in English.

Your written proposal should comprise:

1) A Technical Proposal (maximum of 25 pages) should consist of:

1. An up-to-date curriculum vitae (according to the enclosed template, attachment D);
2. A description of a proposed approach and methodology for undertaking the assignment;
3. A description of the main deliverables and milestones related to the assignment;
4. A work plan with a detailed time frame, including information on the number of missions estimated and duration of each mission to Iraq;
5. Comments on the Terms of Reference, if any (in brief);
6. Vendor Registration form (enclosed template, attachment D).

2) A **negotiable** lump sum amount to be charged for the assignment (excluding travel cost), which should be quoted in United States Dollars. Please provide a payment schedule against main deliverables/ accomplishment of milestones.

Note on Travel Cost:

UNESCO Office for Iraq will arrange and cover all the travel cost including airline tickets, accommodation, meals and internal transportation in Iraq according to UNESCO rules and regulations.

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.

*NB.UNESCO will evaluate the proposed fee against its standard international consultant rates for similar assignments.*

Your proposal should be submitted by e-mail no later than close of business (18:00 Iraq time) on 31 Jan 2016. Email proposals should not exceed 10MB.

Please send your technical and financial proposal to the following email addresses: [Baghdad.proc@unesco.org](mailto:Baghdad.proc@unesco.org); [i.jurado@unesco.org](mailto:i.jurado@unesco.org); [a.al-omari@unesco.org](mailto:a.al-omari@unesco.org); and [s.eisouh@unesco.org](mailto:s.eisouh@unesco.org)

To ease the email tracing and facilitate quick processing, kindly use the following script **“Submission of Proposal: TVET Governance Expert”** as the **email subject.**

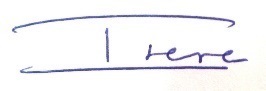
It is the individual’s responsibility to ensure that his/her proposal is received by the deadline.

Potential experts contacted should not treat this letter in any way as an offer. However, their proposal may form the basis for an eventual contract with UNESCO.

Any expert receiving this letter is requested to acknowledge its receipt and to indicate whether or not s/he will be submitting a proposal. For this purpose, and for any requests for clarification, please contact: Mrs Irene Jurado at [i.jurado@unesco.org](mailto:i.jurado@unesco.org) copying: [Baghdad.proc@unesco.org](mailto:Baghdad.proc@unesco.org); [a.al-omari@unesco.org](mailto:a.al-omari@unesco.org); and [s.eisouh@unesco.org](mailto:s.eisouh@unesco.org)

Submissions will be acknowledged by email upon receipt but ONLY selected expert will receive further notification and correspondences.

Thank you for your eventual interest in this UNESCO assignment. We look forward to receiving your proposal.



Staff member responsible for the contract:

***Irene Jurado***  *Senior Project Officer Education Section   
UNESCO Office for Iraq*

**Attachment A**

**TERMS OF REFERENCE**

**TVET Governance Advisor to the Government of Iraq and the Kurdistan Regional Government**

### 1. Background and Objective:

Iraq is a federal state comprised of 18 provinces or governorates. Within Iraq, the Kurdistan is a semi-autonomous region in the northern part of the country comprised of three governorates, Duhok, Erbil and Sulaimanyah governed by the Kurdistan Regional Government (KRG).

The Iraqi TVET system has formal and non-formal components administered by different government ministries.

* Vocational Education is provided by Ministry of Education (MoE) to secondary students (grades 10 to 12).
* Technical Education is provided by Ministry of Higher Education and Scientific Research (MoHESR) through the Technical Institutes which offer two-year programmes leading to a technical diploma and the Technical Colleges which offer 4-year programme leading to a technical Bachelor (BA, B.Sc. and B.Eng.).
* The Ministry of Labour and Social Affairs (MoLSA) runs a large number of training centres in specialised centres all over the country.
* A number of other ministries such as the Ministry of Industry, the Ministry of Defence, the Ministry of Health, the Ministry of Transport and Communications, the Ministry of Agriculture and Irrigation, and the Ministry of Oil either operate institutes or run vocational courses dedicated to different purposes and target groups.

The MoE is responsible for establishing and managing vocational schools and has responsibility for elaboration of the educational policy; planning and monitoring of implementation; curriculum development; management of teachers and other educational personnel; educational research and innovation; development of standards for vocational guidance and counselling; development of standards for assessment and examinations; and coordination and cooperation with local, national and international partners and stakeholders.

The General Directorates of Education in the 18 governorates are in charge of the delivery of educational services, teacher training and employment, rehabilitation and maintenance of schools, and coordination with the Provincial Education Committees. There are also Education Offices at the district level.

The MoHESR sets higher education policy and supervises the administration and organization of the higher education system. With regard to TVET, the Foundation of Technical Education (FTE) administers Technical Institutes and Technical Colleges and Higher Education institutions in the Iraq governorates. In the Kurdistan, the MoHESR also administers Technical Institutes and Technical Colleges

MOLSA is responsible for all aspects of training delivery and management in a large number of training centres workshops in specialised centres all over the country.

Iraq has strongly established traditions and institutional arrangements that define how the different strands of the TVET system are managed. Government rules and regulations tend to be rigid and based on highly centralised approaches to management with little autonomy devolved to more local levels. Furthermore, management procedures often lack transparency and are not sufficiently well developed to serve the TVET planning and decision-making process. There is lack of coordination between the different ministries operating in the TVET sector with regard to policy setting and strategy development. The private sector, social partners and civil society are largely absent from the TVET sector and there are not appropriate mechanisms to facilitate their participation.

In 2010, the Cabinet established the TVET Permanent Advisory Higher Committed headed by the Deputy Head of the Prime Minister’s Advisory Commission. This committee includes high ranking representatives of the line ministries (MoE, MoHESR, MoLSA, and MoP) and private sector but it plays only an advisory role with no decision making power or authority and not allocated budget.

Besides a dysfunctional governance structure, the TVET system in Iraq suffers from many years of insufficient policy development and limited budget allocation. Some symptoms of the current situation are poor and obsolete educational infrastructure and equipment, irrelevance of curricula in relation to labour market requirements, lack of substantial practical training, fragmentation of responsibilities into different ministries, very low quality of teachers with no updated knowledge and skills, decreasing number of students, weak or inexistent vocational career guidance orientation and counselling, inadequate opportunities for youth and adults in life-long professional education and training, weak organizational structures and partnerships, and inefficient resource mobilization, distribution and utilization.

In order to address these issues, over the past few years the Government of Iraq (GoI) and the Kurdistan Regional Government (KRG) have shown renovated interest in improving the TVET system and adopted several national policies that support the expansion and improvement of TVET opportunities[[1]](#footnote-1). In particular, the National TVET Strategy 2014-2023 provides an overall assessment of the current situation and outlines key strategic objectives including the need to develop an effective, decentralized government model to increase the effectiveness, efficiency, coherence, transparency, accountability and performance of TVET policies and systems in Iraq.

To support the GoI and the KRG on these on-going efforts, UNESCO with funds of the European Union is currently implementing the project ´Reforming TVET in Iraq´ which aims at increasing access to and improving the quality, relevance and responsiveness of the TVET system to the needs of the labour market and transform TVET in a key driver for Iraq’s economic growth, increased employment and improved social cohesion.

TVET is a complex policy area, situated at the intersection of education, training, social, economic and labour market policies. It is expected to address a range of issues such as the present and future skill demands of the economy; individual citizens’ needs for short- and long-term training and lifelong learning opportunities, employability and personal development; and society’s requirement for active citizens among others. As such, successful TVET systems and their reforms should be based on the implementation of a whole series of interconnected policies, rather than a single-policy solution.

Accordingly, UNESCO has developed a multi-dimensional Reform Project with four specific objectives:

* Specific Objective 1: TVET quality system improved and revised governance model operationalized
* Specific Objective 2: A modern, demand driven TVET sub-sector supported by comprehensive interpretation of the current and expected future needs of the labour market
* Specific Objective 3: Improved capacities and competencies of TVET stakeholders
* Specific Objective 4: School to work transition of TVET graduates facilitated with working opportunities of vulnerable groups improved

The TVET Reform Project includes a number of inter-related interventions including the development of a decentralized governance model and a National Qualification Framework for the TVET sector; the development of a new curricula framework as well as demand-driven curricula in selected specializations; provide training to TVET teachers, trainers and management staff; the creation of standardized frameworks of collaboration with employers and facilitating school to work transitions for TVET graduates.

The current Request for Proposals for individual consultants focuses on the first specific objective and aims at **providing the GoI and the KRG with the technical assistance necessary to establish a functioning decentralized governance system for TVET both for institutions and individual capacities, able to coherently express roles, responsibilities and relationship between actors, identifying the processes, mechanisms and tools to make the system efficiently work.**

In principle, the system should include the **establishment of a governing and coordination body** (provisionally called TVET Council) **at the national and regional level** with defined authority, structure, terms of reference and regulatory and procedural guidelines.

The achievement of this assignment builds on the results of the project “Improving quality and relevance of TVET in Iraq” finalized on 2012. UNESCO in collaboration with GoI, undertook the first post-war initiative to provide Iraq with a new TVET governance model. The resulting document represented the first step in the process of upgrading TVET governance in Iraq and was considered as an official proposal of the TVET reform committee, composed by the main TVET providers in Iraq. However the model was not been adopted and operationalized.

### 2. Purpose of the Assignment

The overall purpose of the consultancy assignment is to provide action-oriented technical assistance to the GoI and the KRG on the revision of the existing TVET governance system as well as the previously developed governance model and any other strategic documents, reviews and studies and **to coordinate all relevant stakeholders to develop a governance system for the TVET subsector** that may be adopted by the GoI and the KRG with optimal efficiency and at sustainable cost.

Particular focus should be given to **strengthening the capacities of all actors** regarding TVET policy setting, implementation, monitoring and review.

### 3. Duties and Responsibilities

Under the overall supervision of the Director of UNESCO Office for Iraq and the direct supervision of the Senior Project Officer, the consultant shall undertake the tasks below:

1. Design and deliver two introductory workshops (one in Erbil and one in Baghdad) aiming at familiarizing senior TVET officials with different aspects of TVET governance, and presenting the purpose, methodology and work plan of the consultancy assignment;
2. Conduct a structural and functional analysis of the current TVET governance policies, systems, and mechanisms as well as the previously developed governance document and any other relevant strategic document, reviews and studies, identify strategic and operational gaps and provide recommendations on possible strategic policy options that would eliminate such gaps;
3. Support the set-up of a national team composed of key stakeholders to coordinate the work.
4. Conduct a capacity building assessment and design and implement a capacity development plan.
5. Identify and recommend international and regional best practices that could be adopted and/or tailored to the Iraqi context;
6. In collaboration with national stakeholders lead a national consultative process and support the development of a governance model for the TVET sector in line with the National TVET Strategy and in accordance with the federal nature of Iraq and the legislative and executive competencies of the GoI and the KRG.
7. Develop an Implementation Plan for the establishment and operationalization of the proposed TVET governance model with clear goals and milestones and estimated budget.
8. Design and deliver two validation workshops (one in Baghdad and one in Erbil) to present the main findings, final draft of the governance model and implementation plan to senior TVET officials at the GoI and KRG.

### 4. Expected Output/Deliverables:

1. **Inception Report** demonstrating understanding of the assignment and showing a proposed methodology and an assignment action plan including activities with relevant ministries, TVET institutions and other stakeholders including employers’ organisation and unions, in Baghdad and Erbil. The action plan should include conducting two introductory workshops in Baghdad and Erbil at the beginning of the assignment and two validation workshops in Baghdad and Erbil at the end of the assignment;
2. **Assessment Report** on the structural and functional analysis of current TVET governance policies, systems, and mechanisms in Iraq and KR-I. The analysis will reflect the desk review conducted on the existing governance document and any other relevant strategic document, policy documents, reviews and study (see indicative list in Attachment B) as well as interviews with national stakeholders, focus groups discussions and any other research methods. The report should clearly identify strategic and operational gaps and to provide recommendations on possible strategic policy options that would eliminate such gaps.
3. A **capacity building assessment** and **capacity development plan** for national stakeholders with clear goals and milestones.
4. A **proposal Governance Model for the TVET sub-sector** in Iraq and the KR-I produced alongside a realistic operational implementation plan with clear goals and milestones including outlining short-term practical steps and associated estimated budget.

The following key issues should be addressed (but are not limited to) by the expert.

* 1. Organizational structure of the TVET subsector (organizational chart) with a clear definition of institutional roles and responsibilities;
  2. Performance Assessment;
  3. Quality Assurance system;
  4. Cost-effective policy measures;
  5. Decentralization and administrative autonomy;
  6. Accountability mechanisms;
  7. Coordination and participation framework at all levels (sectoral, local/regional, national);
  8. Engagement and participation of the private sector and social partners;
  9. Legal framework;
  10. Financial regulations (including internal financial and audit provisions)
  11. Funding procedures.

1. A **proposal organizational structure of a TVET Council** at the national and regional level. The structure should include:
2. Identification of the vision and mission;
3. Organizational chart with clear identification of functions and tasks of each unit/individual within the structure;
4. Clear identification of roles and accountabilities for decision making;
5. Well defined statutes, rules and regulations;
6. Recommendations for effective functioning of the council.

### 5. Timeframe and Location

The estimated number of working days is 110 over 11 months of implementation duration expected to start from February 15th, 2016.

The consultancy will take place both Home Based and in country (Iraq) according to the proposed methodology and work plan.

### 6. Language of submitted reports/ materials

Language: English

UNESCO Office for Iraq will cover any translation cost from English-Arabic; English-Kurdish and vice versa; if needed.

### 7. Qualifications and Experience

1. Advanced university degree in Education Economics, Public Policy, Public Administration and Management, or other related field, with demonstrated relevant expertise at national and international levels in vocational education policies and strategies development, operationalization and implementation;
2. Minimum 10 years of hands-on professional experience in TVET in various countries contexts in particular policy reform and design and implementation of TVET Governance and organizational structure;
3. Ability to conceptualize and design actionable policy recommendations proven through undertaking previous assignments;
4. Past experience in drafting high quality well-documented reports and actionable policy recommendations in the field of TVET;
5. Past experience in managing and leading governance structural change projects and initiatives;
6. Ability to lead policy dialogue with senior Government officials and donors;
7. Excellent planning and reporting skills;
8. Good facilitation skills; excellent communication capabilities; ability to adapt to dynamic environments;
9. Previous experience in the Middle East would be an advantage;
10. Excellent knowledge of English;
11. Ability to work effectively in a multicultural/multinational environment;
12. A commitment to UN values of non-discrimination on the basis of race, gender, economic status, or religion.

Note:

* Updated CV should be submitted according to the CV template provided by UNESCO (Attachment D);
* Expert should submit at least one reference letter demonstrating previous experience in a similar assignment.

**Attachment B**

**LIST OF RELEVANT BACKGROUND INFORMATION/DOCUMENTS**

1. TVET strategy 2014-2023 (2014)
2. National Development Plan 2013-2017
3. National Employment Policy
4. National Strategy for Education and Higher Education 2012-2022 (2012)
5. Kurdistan Regional Government Vision 2020
6. Evaluation Report of the project “Improving Quality and Relevance of Technical and Vocational Education and Training in Iraq” (September, 2012)
7. Draft Governance Model and draft law developed by UNESCO and the GoI (2012)
8. All relevant legislation available

**Attachment C**

**CONTRACT FOR INDIVIDUAL CONSULTANTS**

|  |  |  |
| --- | --- | --- |
| THE UNITED NATIONS EDUCATIONAL,  SCIENTIFIC AND CULTURAL ORGANIZATION | and |  |
|  |  |  |
| (hereinafter called ‘UNESCO’) |  | (hereinafter called ‘The Individual Specialist’) |
| 7, place de Fontenoy, 75352 Paris 07 SP France |  |  |
|  |  | Vendor Number: |

Hereby agree as follows:

**TERMS OF REFERENCE**

1. Under the supervision of  the Individual Specialist shall:

**DURATION OF CONTRACT**

1. If the contract is not signed by the Individual Specialist 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. This contract shall come into effect on[dd/mm/yyyy], and shall expire on satisfactory completion and delivery of the services described above, but no later than [dd/mm/yyyy], unless terminated earlier under the terms of this contract.
3. If, by the expiry date of the contract as defined in Article 3 above, the Individual Specialist has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void.
4. After the expiration of the contract, the Individual Specialist cannot claim payment for any work not delivered on time, as stipulated in article 6.3 below.

**CONDITIONS OF PAYMENTS**

1. **Payments and Currency**

* 1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.
  2. The contract shall be drawn up and all 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. Where necessary, the United Nations’ operational rate of exchange on the date a contract is signed should be used to convert amounts into another currency, but no adjustments will be made for exchange rate variations during the contract period, either to the overall amount or a staggered payment.
  3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Payment | Upon submission and approval by UNESCO of the following: | Reference Article 1 | Latest date for submission | Amount | Currency |
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* 1. The final payment, or each payment in the case of staggered payments, shall be made only after receipt and approval as satisfactory by UNESCO of any deliverable that the Individual Specialist is required to submit for payment under the terms of this contract.
  2. All payments (see article 6.3 below) 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 Individual Specialist.
  3. No payments shall be made to a third party.

1. **Advance Payments**

Except for expenses necessarily incurred by an Individual Specialist in order to prepare for an assignment (e.g. travel or equipment), no advance payment shall be made.

1. **Travel**

If deemed necessary by UNESCO, the Individual Specialist who is required to travel in order to perform the work described in article 1, shall be paid a lump sum of [] (state currency, which must be the same as the currency in article 6.3) to cover all travel related expenses, including daily subsistence allowance, tickets for the authorized travel and other related expenses (e.g. visas, vaccinations and terminal expenses), in accordance with UNESCO’s usual travel provisions.

1. **Reimbursement**
   1. If any of the work corresponding to the instalments in article 6.3 is not completed to UNESCO’s full satisfaction, and/or prior to the expiration of the contract, UNESCO shall have the right to the reimbursement of full or partial payments made, including any advanced payment, to the extent that the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.
   2. Any reimbursement shall be returned in the same currency as the payment was made.
2. **Banking Instructions**
   1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:

Name of the Bank:

Address of Bank:

Name of the Account Holder:

Number of Account:

IBAN Number:

SWIFT Address:

* 1. Only one banking instruction is allowed in any one contract.

**UNESCO TERMS AND CONDITIONS**

1. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by the Individual Specialist and UNESCO.
2. The Individual Specialist 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: (i) the present contract and (ii) the General Terms and Conditions attached hereto.

**Signed on behalf of the Director-General of UNESCO:**

|  |  |
| --- | --- |
| Name : | Date : |
| Title : | Signature : |

**Individual Specialist:**

***“I acknowledge that I have read and accept the terms and conditions on the following page”.***

|  |  |
| --- | --- |
| Name : | Date : |
| Title : | Signature : |

# GENERAL TERMS AND CONDITIONS

# Article I. Legal Status

# Individual Specialist is neither a staff member under the UNESCO Staff Regulations and Staff Rules nor an official under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). He/she may, however, be given the status of ‘expert on mission’ within the meaning of Annex IV of the said Convention.

1. Any immunities and privileges that may be accorded the Individual Specialist by a government are conferred in the interests of UNESCO. Any such immunities and privileges shall not be invoked to excuse the Individual Specialist from discharging any private obligations or from observing laws and police regulations. Should a question of immunities and privileges arise, the Individual Specialist shall immediately report to the Director-General of UNESCO, who shall decide whether they shall be waived.

**Article II. Obligations**

1. The Individual Specialist is subject to the authority of the Director-General of UNESCO and is responsible to the Director-General in the performance of his/her work.

1. The Individual Specialist’s responsibilities are exclusively international. By accepting a contract with UNESCO, the Individual Specialist undertakes to carry out the work given to him/her and to regulate his/her conduct with the interest of the Organization only in view.

3. In providing his/her service, the Individual Specialist shall neither seek, nor accept, any instructions from any government or any authority external to the Organization, except as may be authorized by the Director-General of UNESCO.

4. The Individual Specialist shall conduct him/herself at all times in a manner befitting his international status. He/she shall not engage in any activity that is incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence and impartiality that is required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status.

5. The Individual Specialist shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her assignment, except by authorization of the Director-General of UNESCO. These obligations remain binding even after the expiry of the contract.

6. If the Individual Specialist, by malice, culpable negligence or failure to observe any applicable rule, involves UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation.

**Article III. Declaration of Compatibility of the Professional Status**

1. **Family Ties**
2. The Individual Specialist certifies that he/she is not the father, mother, son, daughter, brother or sister of a staff member of UNESCO, of an employee of the ancillary services or of someone who, at the same time, holds a supernumerary contract or contract for individual consultants or other specialists or has a fellowship with UNESCO.
3. The Individual Specialist also certifies that, if he/she has a spouse working as a UNESCO staff member, or as an ancillary services employee, the spouse does not work in the same Sector, Bureau or field office in which the Individual Specialist will be working.
4. **Multiple Contracts**
5. The Individual Specialist certifies and declares that he/she only holds one contract of any type with UNESCO at any one time. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.
6. The Individual Specialist certifies and declares that he/she is not a beneficiary of any type of UNESCO Fellowship. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

3. The Individual Specialist certifies and declares that he/she does not have incompatible professional status under UNESCO’s provisions governing the contracts for individual consultants and other specialists.[[2]](#footnote-2)

**Article IV. Officials not to Benefit**

The Individual Specialist confirms that no official of UNESCO has received from or will be offered by the Individual Specialist any direct or indirect benefit arising from this contract or the award thereof. The Individual Specialist accepts that breach of this provision is a breach of an essential term of this contract which renders this present contract liable for immediate termination, without notice or indemnity.

**Article V. Taxes**

UNESCO will not reimburse any taxes, duties or other contributions for which the Individual Specialist may be liable in respect of any payments made to him/her under the terms of this contract.

**Article VI. Use of Name, Emblem or Official Seal of UNESCO**

The Individual Specialist shall not in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with his/her business or otherwise.

**Article VII. Confidential Nature of Documents and Information**

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Individual Specialist 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.

**Article VIII. Title Rights**

UNESCO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks with regard to all material which bears a direct relation, to, or is made in consequence of, the services provided to the Organization by the Individual Specialist.

**Article IX. Medical Clearance**

The Individual Specialist certifies and declares that he/she: a) is in good health b) has no condition that would prevent him/her from carrying out the work as foreseen by this contract and c) has obtained any necessary inoculations or other medical treatment which may be necessary for him/her to travel to and work in the area(s) foreseen under this contract. The Individual Specialist will be held fully responsible for this certification and declaration. If requested, Individual Specialists may be required to undergo a full medical examination, and be medically cleared by UNESCO’s Chief Medical Officer, prior to taking up their duties.

**Article X. Insurance**

1. (i) The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.

(ii) The insurance provides for compensation in the case of: (a) death or permanent total disablement; (b) permanent partial disablement; (c) temporary total disablement. Coverage for temporary, partial disablement is not included. The capital sum insured shall be up to a maximum of 85 000 USD. The scale of compensation payable will be in accordance with the terms and conditions of UNESCO’s policy with its insurer. Medical expenses attributable to work-incurred accidents or illnesses are paid up to a maximum annual amount of 10 000 USD.

(iii) If any injury, illness or death for which compensation is payable under the above provisions is caused in circumstances which, in the Director-General’s opinion, create a legal liability on the part of a third party to pay damages, the UNESCO Director-General may, as a condition of granting compensation, require the Individual Specialist to whom it is granted to assign to the Organization any rights of action which he/she may have against such a third party. The Individual Specialist shall thereupon furnish to UNESCO any data or evidence which may be available to him/her, and shall render all other assistance which may be required in prosecuting any claim or action against such a third party. He/she shall not settle any such claim or action without the consent of the Organization; UNESCO shall be entitled itself to do so or to require him/her to do so upon such terms as seem reasonable to it.

2. Other than the provisions set out in Article X, paragraph 1(ii), UNESCO does not provide medical insurance to the Individual Specialist.

**Article XI. 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 Individual Specialist. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Individual Specialist, subject to normal wear and tear. The Individual Specialist shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

**Article XII. Termination**

1. UNESCO or the Individual 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 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.
2. 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 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 Specialist, or of the inability of the Individual 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.
3. Notwithstanding the provisions of Article XII, paragraphs 1 and 2, in the event of breach of contract, including false declarations, on the part of the Individual Specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

**Article XIII. Arbitration**

* 1. Any controversy or dispute concerning the execution or interpretation of this contract 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.
  2. The party initiating the procedure shall decide which of the two procedures shall apply.

**Article XIV. Amendments**

This contract may be amended specifying all modifications and signed by both UNESCO and the Individual Specialist prior to the expiry date of the present contract. If the Individual Specialist wishes to propose amendments, these proposals should be communicated to UNESCO which, if deemed necessary, will prepare the amendment to present contract for mutual agreement and signature.

**Initials:**

**Attachment D**

**VENDOR(S) INFORMATION FORM**

*Please provide details for each firm constituting consortium/ joint-venture*

|  |  |
| --- | --- |
| **VENDOR INFORMATION (please use capital letters)** | |
| Title (Mr, Mrs, Ms , Company, Organization) : |  |
| Name / Company name : |  |
| Date and place of birth : |  |
| Nationality : |  |
| Profession / Area of expertise : |  |
| Street name / House Number : |  |
| Postal Code / City : |  |
| P.O. Box : |  |
| Country : |  |
| Telephone : |  |
| Fax : |  |
| Email : |  |
| Language of correspondence : |  |
| Tax Code 1 / Tax Code 2 : |  |
| Contact 1 |  |
| Contact 2 |  |
| **BANK INFORMATION (please attach copy of bank details which you should obtain from your bank)** | |
| Full bank name : |  |
| Full agency name : |  |
| Full bank address : |  |
| Bank Postal code / Bank City : |  |
| Bank country : |  |
| SWIFT/BIC code : |  |
| IBAN |  |
| Bank code & branch code : |  |
| Bank account Number : |  |
| Control Key (if applicable) : |  |
| Account holder name : |  |
| Account currency : |  |
| Additional banking information :  (i.e. CHIPS UID, ABA, PayThru, etc…) |  |
| **ADDITIONAL INFORMATION (Please add any comment that may facilitate your identification)** | |
|  | |

# CV TEMPLATE

1. **Family name:**
2. **First names:**
3. **Occupation (role and function):**
4. **Nationality/Passport:**
5. **Residence:**
6. **Education:**

|  |  |  |
| --- | --- | --- |
| **Name of Institution** | **(Date from – Date to)** | **Degrees obtained & Major Field of Study** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| **English** |  |  |  |
| **Arabic** |  |  |  |
|  |  |  |  |

1. **Membership of professional bodies:**
2. **Other skills:**
3. **Contacts of three references:**
4. **Years within the firm (or years of affiliation):**
5. **Country Experience:**
6. **Regional and International Experience**
7. **Key qualifications:**
8. **Professional experience**

**[NB: To be filled by each proposed expert (advisor) in separate A4 landscape oriented pages:]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date from- Date to** | **Location** | **Employer (if any)** | **Position** | **Description of specific assignment** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. **Other relevant information:**

1. TVET strategy 2014-2023 (2014), National Development Plan 2013-2017, National Employment Policy, National Strategy for Education and Higher Education 2012-2022 (2012), KRG Vision 2020, Private sector development Strategy of Iraq 2013-2030 [↑](#footnote-ref-1)
2. \* In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:

   * a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
   * a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
   * a member of any UNESCO Committee, International Programme Governing Body or National Commission;
   * the External Auditor and members of his or her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
   * a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
   * other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.

   [↑](#footnote-ref-2)