

**REQUEST FOR PROPOSAL – RFP
Services**

**External Evaluation of Extra-budgetary Project for “Better Life for Out-of-School Girls
to Fight Against Poverty and Injustice in the Philippines”**

Ref: JAK/QUO/23/ED/005

(Please quote this UNESCO reference in all correspondence)

Date: 1 March 2023

Dear Sir/Madam,

You are invited to submit an offer for **External Evaluation of Extra-budgetary Project of “Better Life for Out-of-School Girls to Fight Against Poverty and Injustice in the Philippines”** in accordance with the present solicitation document.

The RFP consists of this cover page and the following Annex:

- Annex I [Terms of Reference \(ToR\)](#)
- Annex II [Proposal Submission Form](#)
- Annex III [Vendor Information Form](#)
- Annex IV [General Terms and Conditions for Professional Services](#)

Your offer comprising of a **Technical Proposal** and **Financial Proposal**, should reach the following email address no later than **22 March 2023**.

Email: edjak.rfp@unesco.org

Subject: **RFP External Evaluation Better Life for Out-of-School Girls Project
(JAK/QUO/23/ED/005)**

Attn.: **Dr. Mee Young Choi, Head of Education Unit**

Closing date: **22 March 2023**

Your proposal and any supporting documents must be in **English** and cost quoted in **USD**.

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and indicate whether or not you will be submitting a proposal. For this purpose, and any requests for clarification, please contact Dr. Mee Young Choi (my.choi@unesco.org) with Cc to Mr. Zakki Gunawan (g.zakki@unesco.org).

For and on behalf of UNESCO
Education Unit

UNESCO Office, Jakarta

ANNEX I – Terms of Reference (ToR)

Scope of Work	External Evaluation of Extra-budgetary Project for “ Better Life for Out-of-School Girls to Fight Against Poverty and Injustice in the Philippines ”
Contract Period	01 April – 30 July 2023
Targeted Locations	Selected Cities and Regions targeted by the Project in the Philippines including the Piloting Tacloban and Leyte in Region 8.

1. Background

UNESCO Jakarta has been implementing an Extrabudgetary Project (July 2017 – September 2023) for "Better Life for Out-of-School Girls to Fight Against Poverty and Injustice in the Philippines". The overall goal of this project is to implement and promote a model of good practice for Girls' Right to Education to fight against poverty and injustice in the Philippines. It specifically seeks to provide life-significant learning opportunities enabling out-of-school girls learners at risk of dropping out to develop individual capacities not only in basic literacy skills such as in reading, writing, and counting, but also in life-skills that are necessary for better future.

To achieve the aforementioned goal of Project, UNESCO Jakarta Has been implementing four major Activities to deliver the expecting outcomes and outputs:

- Establishment of a Girls Education Centre in progress of construction located in Tacloban City, Leyte Province designed to address the pressing needs of ALS Girls Learners in learning space with a systematic support from the Department of Education (DepEd) in the Philippines.
- Enhancement of ALS Curriculum and A & E Test in Parallel and Equivalent to K-12 National Curriculum in close partnership with the Department of Education (DepEd)) for the enhanced ALS Curriculum, Accreditation & Equivalency Readiness Test, or developed National ALS Teachers Guidelines and ALS Students Workbooks.
- Organization of ALS Teachers' capacity building trainings for the developed instruction knowledge and skills in basic education using the developed ALS Teachers Books and life-skills.
- Organization of ALS Girls Learners' capacity building trainings for basic education using the developed ALS Students Workbooks and life-skills.

2. Project Beneficiaries

Under the national scope of the project in partnership with the national ALS (Alternative Learning System) in partnership with the National ALS Taskforce, which has been newly entitled as Bureau of Alternative Education (BAE) of the Department of Education in the Philippines for the enhancement of ALS Curriculum and A & E Test in Parallel and Equivalent to K-12 National Curriculum:

- “Direct Beneficiaries” are the ALS Girls Learners registered in the DepEd-Regional Office VIII-Eastern Visayas and their ALS Teachers in where the Piloting Programme of this project's targeting is located in Tacloban City and its vicinity. The Central DepEd and the DepEd-Region VIII's officials working and engaging for ALS are also direct beneficiaries.
- Ultimately, the national ALS Learners registered in all DepEd-Regions and their ALS Teachers in the country are “Indirect Beneficiaries” in consideration of the enhanced National ALS Curriculum, and the developed, printed & distributed ALS Teachers Guidebooks and ALS Students Books to the Regions together with its open-source as the long-term impact to the Quality Education in ALS.

3. Objectives

The overall purpose of this External Evaluation is to determine the relevance and the fulfilment of objectives, development efficiency, effectiveness, and sustainability of this project. The evaluation also aims to inform programme stakeholders on the status of implementation, output delivery, and progress towards its objectives and generate recommendations for potential future projects in a new framework agreement framework. Finally, the evaluation should also provide UNESCO and the donor with an evidence-based assessment on how effectively the projects. More specifically, the evaluation aims to:

- 1) Assess the efficiency of output delivery and related achievements and challenges in the implementation of the project to meet its objectives under the ultimate vision;
- 2) Assess the effectiveness in achieving the defined objectives and to what extent conditions are put in place that facilitate sustainability or a longer-term impact, and;
- 3) Review the project's strategies and identify opportunities, challenges, good practices, and lessons learnt that will be useful for strengthening and enhancing similar interventions for the design of the potential next phase of the project.
- 4) The evaluation shall provide recommendations for improving the programme's working methods and processes; and in relation to project continuation or closure and the criteria for selecting new projects.

4. Outputs

The expected outputs under this contract are:

- 1) Inception report on the proposed evaluation framework and detailed evaluation methodology.
- 2) Evaluation report on UNESCO Office Jakarta project on "Better Life for Out-of-School Girls to Fight Against Poverty and Injustice in the Philippines"

5. Scope

The evaluation of the project requires a structure consisting of certain criteria depending on the resources of evaluation, such as relevance, efficiency, effectiveness, impact and sustainability of the project outcomes. The following questions are indicative and shall be refined during the inception phase of the evaluation:

- 1) Relevance
 - To what extent are the project in the Philippines and outputs aligned with UNESCO's organisational mandate as defined in UNESCO Medium-Term Strategy for 2014-2021 (document 37 C/4) and 2022 – 2029 (document 41 C/4) and its associated UNESCO biennial programme 2020-2021 (document 40 C/5) and 2022-2023 (document 41C/5)?
 - To what extent do the project's activities and outputs align with the needs and demands of key stakeholders and target groups in the Philippines as reported in the Philippines Development Plan 2017-202 (PPD 2017-2022)?
 - How relevant has the project been as one instrument in the framework of The Department of Education (DepEd) Basic Education Development Plan 2030 (BEDP 2030)?
- 2) Efficiency
 - Is output delivery on schedule? How did COVID-19 impact the implementation of the project, and were there any (unforeseen) delays? What have been the main challenges in delivering the projects' outputs?
 - What has been the nature and quality of interaction and collaboration at the national and regional levels?
 - Are adequate monitoring tools and mechanisms in place and functional? Do they allow communication and exchange of lessons learned between the project and related initiatives?

- 3) Effectiveness
 - What have been the key outputs of this project in terms of Curriculum and Learning Materials Development, Capacity Development for learners and educators at Out-of-School Girls Education?
 - What have been the key outcomes resulting from the project?
 - Which activities and use of the produced output were the most effective in contributing to the project's objectives and why? What are their common quality aspects and challenges?
- 4) Sustainability
 - What main factors facilitate or threaten the project's financial, political, and institutional outcomes?
 - More specifically, what are the main challenges in safeguarding the sustainability of regional institutional partnerships through the project?
 - What is the potential for mobilising further partners and donors and synergies/complementarities with initiatives undertaken by other development agencies and partners?

6. Activities and Methodology

Under the overall supervision of the Director of UNESCO Jakarta and direct supervision of the Programme Specialist for Education, the Contractor shall build blocks of evaluation of this project. To this end, the Contractor shall perform, but not limited to, the following tasks with indicated methodology:

- 1) Conduct a desk study consisting of reviews of any relevant documents to the project, for instance, but not limited to, project documents, annual periodic progress reports; activities report, UNSDCF in the Philippines, UNESCO's Medium-Term Strategy (document 37 and 40 C/4) and UNESCO biennial programme (document 40 and 41 C/5).
- 2) Reconstruct an Overall Intervention logic/Theory of Change for the project and how the project contributed efficiently to it.
- 3) Develop questionnaires and surveys addressed to various stakeholders (e.g., Department of Education, National Commissions, universities, researchers' networks, working partners) and analyse the survey results.
- 4) Arrange field visits to Manila and Tacloban City to;
 - Conduct interviews, discussions, and meetings with project responsible officers
 - Interviews with representatives from the Donor (Government of Korea), the UNESCO Office Jakarta, Project partners such as the Department of Education the Philippines, ALS Task Force, Beneficiaries (teachers and learners in the Philippines).
 - Meet and discuss with the local stakeholders, beneficiaries and partners involved in the implementation of the project, and review the developed materials, guidelines, networks, and the development of the Girls Education Centre.
- 5) Submit to UNESCO for approval.
 - a. Inception report - containing the evaluation framework, detailed evaluation methodology, project/programme sample, work plan and logistical arrangements by 20 April 2023.
 - b. Draft Evaluation report of a maximum of 50 pages (excluding annexes) by 15 June 2023 to be structured as follows:
 - Executive Summary (usually not more than three pages)
 - Programme description
 - Evaluation purpose
 - Evaluation methodology
 - Findings
 - Lessons learned
 - Recommendations
 - Annexes (including the list of stakeholders consulted during the evaluation, key documents reviewed, ToR, survey forms and aggregate results, budgetary analysis, etc.)

- c. Final Evaluation Report of 30 – 50 pages (excluding annexes) incorporating the appropriate comments and suggestions received by the reference group on the draft final report by 31 July 2023

7. Inputs

- 1) UNESCO will provide the Contractor with information, advice, networks, or pool of experts' access as necessary and relevant to the activities to be provided for this contract.
- 2) UNESCO will provide feedback and evaluation on the final approach and methodology, findings, conclusions, lessons and recommendations identified during the evaluation process.

8. Deliverables

The contract period for this activity will be from 1 April to 31 July 2023 with the following deliverable and reporting timeline:

No.	Deliverable	Reference	Due date	Payable Amount
1	Inception report - containing the evaluation framework, detailed evaluation methodology, project/programme sample, work plan and logistical arrangements.	6. 5) a.	20 April 2023	30% of the contract value
2	Draft Evaluation report	6. 5) b.	15 June 2023	50% of the contract value
3	Final Evaluation report	6. 5) c.	31 July 2023	20% of the contract value

9. Eligibility

The Request for Proposal is open to individual and **institutions** with the following profile:

- Expertise in evaluating the development assistance projects.
- Experience in conducting evaluations in the field of education, plus knowledge of UN mandates in gender equality and human rights.
- Ten years or more experience in programme and project evaluation relevant to policymaking. The team will also have a strong record in leading and/or conducting the evaluation.
- Doctoral degree in education /social sciences/evaluation-related fields.
- Working experience with United Nations agencies, international non-governmental organisations, or similar entities. Previous engagement with UNESCO will be an advantage.
- Proficiency in writing and speaking English. Knowledge of Filipino is highly recommended.

10. Minimum Content of Proposal and Submission

The interested organisations should submit:

- 1) Cover letter and a portfolio of conducting past similar works, including the link to at least two evaluation reports.
- 2) Technical proposal with the work plan, including the short bio of the evaluator(s).
- 3) Financial Proposal with detailed cost breakdown and inclusive travel cost.
All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes.
- 4) Complete the information required in Annex III to Annex III.

ANNEX II – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised Signature:

Date:

ANNEX III – Vendor Information Form

General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organisations:	

References: Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

ANNEX IV – General Terms and Conditions for Professional 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 or the United Nations 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. 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 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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.

13. 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.

14. 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 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. 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.

16. SETTLEMENT OF DISPUTES

16.1 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.

16.2 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.

17. 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.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, 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 the UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 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.

19. CHILD LABOUR

19.1 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.

19.2 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.

20. MINES

20.1 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.

20.2 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.

21. 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.

22. 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.

23. 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.

24. 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: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable

times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

- (a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.
- (b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
- (c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.