

Contract N°: 4500434791

(Please quote this reference in all correspondence and communications)

## CONTRACT FOR SERVICES



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  
BONN / UNEVOC  
Germany

and Name Rajamangala University of  
Technology Thanyaburi  
(hereinafter called 'the Contractor')  
Address 39 Rangsit-Nakonnayok  
Road  
12110 Pathum Thani  
Thailand  
Vendor  
number 342156

### Article I. Work assignment

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

#### A. Background

*The COVID-19 pandemic has substantially brought challenges to the world economy. 1.2 billion workers are already affected by job losses, displacement, and reduced working hours. In addition to economic and health concerns, the pandemic has also significantly impacted the education and training sector.*

*To manage the impact of the ongoing global disruptions, many countries have adopted strategies to develop resilience of TVET systems that can position them better to respond to the demands for skills training. These strategies include the assessment of the impact of the pandemic on labour market skills demands, providing intervention to re-skill, retrain and upskill people who have been directly hit by the pandemic and strengthening skill preparedness for future crises and disruptions.*

*Under the project 'Strengthening the responsiveness, agility and resilience of TVET institutions for the COVID-19 time', and in line with the objectives of the UNEVOC Medium-Term Strategy-III (2021-2023), UNESCO-UNEVOC had launched a call for proposals to engage TVET institutions for the delivery short-term training. The training shall aim to address the immediate skill needs of workforce and thereby mitigate the impact of the pandemic in critical sectors/trade areas or services of the local economy.*

*Under the supervision of the Programme Officer, the Contractor is expected to design and deliver one short-term training intervention to address critical skills needs of a local target group. The training intervention to be delivered, must be informed by the local context, requirements and evidence of shortage or demand for skills.*

#### B. Duties and Responsibilities

*The Contractor shall perform the following tasks/provide the following services in order to meet the objectives of the project:*

- Form a project team who shall be responsible for the day-to-day planning and managing of the project and communicating the progress*
- Identify the target group(s) for training and their skill needs (formal, informal/non-formal). Where*



possible, record the skills and competences already held by the target group which could help in the analysis of their profile

3. Review the most recent and relevant local baseline studies or skill needs analysis conducted by a third party, or conduct own skill needs analysis in order to establish the urgency and demand for the planned training intervention
4. Plan, design/adapt and implement a skill training intervention (e.g., reskilling, retraining or upskilling using vocational skill training module, a competency-based vocational skill training, a micro-training) within the contract duration
5. Organize the Training with the following suggested procedures:
  - a) Identify local trainers and implementation partner in the target community.
  - b) Design a relevant module/ training to address the needs of the target group (e.g., help increase their prospects for job or employment in essential trades and sector affected by the pandemic).
  - c) Design the module ensuring it is adapted to the different local learning contexts of the target group/s.
  - d) Arrange for the participation of 40- 60 trainees (in the workforce category).
  - e) Monitor the quality of training implementation, and document the process of the training.
  - f) Assess and certify the competences gained by the learners after training
  - g) Adopt timely measures to manage risks, including any potential for drop-out among candidate trainees or non-completion of the training programme.
  - h) Employ measures to enhance the visibility of the programme, which may include disseminating the relevant information about the project and the outcome of the training with local training authorities
6. Document the activities by using digital tools as supporting evidence of the project implementation (e.g., quality raw video footage of training, recording of interview of trainees, trainers or stakeholders etc.)
7. As may be requested, share the experience in the project implementation using UNESCO-UNEVOC's discussion platform
8. Ensure the visual identity of the project by using communication and project branding materials that are provided by UNESCO-UNEVOC to the Contractor in all project materials to be used (digital or printed materials)
9. Provide UNESCO-UNEVOC with short written reports during and upon completion of the project, which shall include the following:
  - a) (Interim report)
    - i. Summary of findings from the literature review of local studies or skill needs analyses or own skill needs analysis and the target group identified for training (max. 2 pages)
    - ii. A description of the Contractor's plan of the training methodology, content and expected output/outcomes including a list of risk factors that may affect the implementation of training and the Contractor's proposed measures to mitigate their impact (max 4 pages)
  - b) (Final report)
    - i. Summary of the final outcome of training with a list of participants (including the result of their assessment and certification), a list of trainers involved, and the lessons learned
    - ii. Copy of various learning materials produced, and documentation of training
- C. Timeline and deliverables



The Contractor shall submit the following outputs according to the specified dates:

1. Overall work-plan with a list of the core members of the project team and responsibilities (by 18 March 2021)
2. Interim report (by 07 April 2021)
3. Final Report (by 30 May 2021)

D. Remuneration

For the services specified under Article B, payments will be made upon submission of the completed deliverables to UNESCO-UNEVOC as per the agreed timeline, and after final approval. UNESCO-UNEVOC will make efforts to provide feedback and approve the submitted deliverables in a timely manner, keeping in mind the project timeline. Remuneration is based on the quote provided by the Contractor and the amount negotiated with UNESCO-UNEVOC, and shall be made upon submission of an invoice and satisfactory results.

Payments to the Contractor will be made in three instalments:

Deliverable 1- \$ 9,000.00

Deliverable 2- \$ 11,000.00

Deliverable 3- \$ 7,400.00

Should the final invoice amount exceed the amount agreed upon, an amendment will be agreed upon and prepared prior to payment of the invoice.

E. Other specifications

☒ Institutional Fee

In its capacity as a UNEVOC Centre since 2008, the Contractor will waive any institutional fee normally charged for external projects.

Health and Safety

The Contractor shall consider the safety of both the trainees and trainers in planning for the delivery of the training and assessment of skills, following the guidelines and safety measures by local authorities.

United Nations Security Council Sanctions List

The Contractor shall use all reasonable efforts to ensure that no funds transferred are used to benefit individuals or entities appearing on the Consolidated United Nations Security Council Sanctions List (Please refer to the list: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list#composition%20list> )

Use of project funds and reporting

The Contractor shall appoint a qualified member of the team/institution who will manage and monitor the utilization of funds and issue Invoices for payment. All financial expenditures must be monitored using established financial accounting procedures. Supporting receipts/quotation may be requested by the contracting party at the end of the project.

Language

All reports shall be written in English and must be verified for accuracy by the Project coordinator. All reports to be submitted must meet the standard level of English.

Monitoring and evaluation

The Contractor will work under the supervision of the UNEVOC Programme Officer who is designated to monitor



the project at different phases of preparation by the Contractor and provide input to materials and reports provided by the Contractor. The Contractor agrees that all reports to be submitted under this contract can be used as source of information and data for analysis and evaluation of the overall project.

#### Data Protection

The Contractor agrees that any personal information (name, telephone, email address, address etc.) shared by UNESCO-UNEVOC shall only be used for the work covered under this contract. It shall not be used or disseminated after the contract period or for any other purpose. All records of the personal information shared must be deleted after the contract period.

## Article II. Duration of contract

- 2.1 If the contract is not signed by the Contractor and returned to UNESCO by 15/03/2021 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 27400.00 USD. 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. Installments 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:	BANK OF AYUDHYA PUBLIC COMPANY LTD.
Address of the Bank:	
Name of the Account Holder:	Rajamangala University of Technology Thanyaburi
Number of Account:	453100****
SWIFT Address:	AYUDTHBK



### 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	Amount/Currency
01	1. Deliverable 1- Workplan	I.B	18/03/2021	9000.00 USD
02	2. Deliverable 2- Interim report	I.B	07/04/2021	11000.00 USD
03	3. Deliverable 3- Final report	I.B	30/05/2021	7400.00 USD

### 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:

	Detailed Description	Amount/Currency
(i)		

### 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. 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 this Contract.

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:

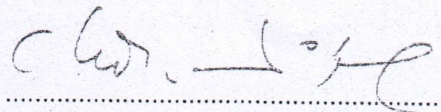
- a) The present contract;
- b) The Terms of Reference, attached hereto [if applicable];
- c) The General Terms and Conditions attached hereto;
- d) The Contractor's Proposal [if applicable];

Signed on behalf of the Director-General of UNESCO:

Name: Choi, Soo Hyang

Date: 11/03/2021

Title: DIRECTOR

Signature: 

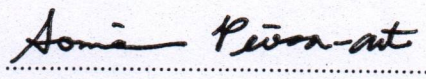
Electronically approved in UNESCO's system on 11/03/2021 by Choi, Soo Hyang.

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

Name: Asst. Prof. Sommai Pivsa-Art,  
PhD

Date: 11/03/2021

Title: President

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 to 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. 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

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

Initials:



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 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.

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 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

Initials:



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 23 above.

## 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/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this 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.

## 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this 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 this 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 this 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 this 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 this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

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

Initials: