

## Request for written proposal

- Title:** Individual Consultant (English editor)  
**Grade:** Middle Level  
**Type of contract:** Individual Consultant Contract  
**Organizational unit:** UNESCO Culture Sector – Living Heritage Entity,  
Programme Management Unit  
**Primary location:** Paris, France  
**Duration:** 11 months  
**Deadline:** 15 February 2019 (23:59, Paris time)  
**Application to be sent to:** [j.poivre@unesco.org](mailto:j.poivre@unesco.org)
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UNESCO is inviting written proposals from Individual Consultants for the work assignment described in Annex A.

To enable you to prepare a proposal for this assignment, please find the following:

- (a) Terms of Reference ([Annex A](#));
- (b) UNESCO's contract for Individual Consultants, the contracting modality used for these assignments ([Annex B](#));
- (c) Background material concerning the work assignment ([Annex C](#))

Your written proposal should comprise:

- (a) A Technical Proposal consisting of
  - an up to date curriculum vitae, and
  - a statement indicating how your qualifications and experience make you suitable for the assignment and comments on the Terms of Reference if any (in brief).
- (b) The amount to be charged for the assignment, which should be quoted in US dollars or in euros only. Please show any travel costs separately.

Your proposal and any supporting documents must be in English.

UNESCO places great emphasis on ensuring that the objectives of the work assignment, as described in the Terms of Reference, are met. Accordingly, in evaluating the proposals for the assignment, attention will focus first and foremost on the technical elements. From those proposals deemed suitable in terms of the criteria in the Terms of Reference, UNESCO shall select the proposal that offers the Organisation best value for money.

Your proposal should be submitted by e-mail to Ms Josiane Poivre ([j.poivre@unesco.org](mailto:j.poivre@unesco.org)) no later than 11:59 p.m. (Paris time) on 15 February 2019.

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

Thank you for your interest in this UNESCO assignment; and we look forward to receiving your proposal.

## Terms of reference

In the framework of the implementation of the Convention for the Safeguarding of the Intangible Cultural Heritage (hereinafter called “the 2003 Convention”), and in close consultation with the Programme Management Unit of the Living Heritage Entity, the Individual Consultant shall:

- edit various types of documents regarding the 2003 Convention prepared by the Programme Management Unit of the Living Heritage Entity, using appropriate terminology and taking into account the style and nuances of the United Nations, UNESCO and that of the Convention, as well as the appropriateness of the content for readers (including States Parties to the 2003 Convention, Member States, national authorities, non-governmental organizations, donors, partners and the general public);
- edit draft statutory documents on implementation of the 2003 Convention concerning the work of the Secretariat and the Convention’s governing bodies (the Intergovernmental Committee, the Bureau of the Committee and the Evaluation Body);
- draft abstracts and summaries of nominations to the List of Intangible Cultural Heritage in Need of Urgent Safeguarding (USL) and the Representative List of the Intangible Cultural Heritage of Humanity (RL), International Assistance (IA) requests and proposals to the Register of Good Safeguarding Practices (GSP);
- participate in the meetings of the Evaluation Body to provide support to the Rapporteur of the Body in the preparation of the Body’s report to the Committee;
- edit summary records of the governing bodies of the 2003 Convention.

## Timetable and deliverables

	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Draft 200-word abstracts and 80-word summaries of 46 USL&RL nominations, 1 IA request and 3 GSP proposals (approx. 15,000 words)											
Edit working documents for the first Bureau meeting (approx. 8,000 words)											
Edit working documents for the expert meeting on the reflection on NGO’s participation (approx. 15,000 words)											
Edit working documents for the expert meeting on the intangible cultural heritage in emergencies (approx. 15,000 words)											
Edit working documents for the second Bureau meeting (approx. 18,000 words; word count varies depending on the number of IA requests received); Draft											

	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
seven 200-word abstracts of IA requests											
Edit summary records of the thirteenth session of the Committee (approx. 150,000 words)											
Attend the second Evaluation Body meeting (3 – 7 June 2019, UNESCO Headquarters, Paris)											
Support the Rapporteur of the Evaluation Body by editing the report of the Evaluation Body (approx. 55,000 words)											
Edit working documents for the expert meeting on the reflection on the listing mechanisms (approx. 15,000 words)											
Edit working documents for the third Bureau meeting (word count varies depending on the number of IA requests received); Draft seven 200-word abstracts of IA requests											
Attend the third Evaluation Body meeting (18 – 20 Sep 2019, UNESCO Headquarters, Paris)											
Edit working documents for the fourteenth session of the Committee (about 20 agenda items; approx. 170,000 words)											

## Required qualifications

### Education:

- University degree in English Language or a related field.

### Work experience:

At least five years' experience in editing, preferably in the context of the United Nations or other international organizations.

### Skills:

- good organizational and coordination skills;
- excellent coordination, communication and interpersonal skills;
- discretion and capacity to deal efficiently and tactfully with people of different cultural backgrounds;
- flexibility in adjusting to work schedules and priorities, as well as ability to work under pressure;
- good computer skills (word, excel, electronic mail functionalities).

**Languages:**

Excellent command of English

**Desired qualifications**

- Familiarity with the language and terminology of United Nations is an advantage.
- Previous experience with UNESCO or another UN agency and understanding of the UN system would be an asset.
- Good understanding of French is an asset.

**Selection process**

The selection process has two steps: Submission of a proposal followed by an interview (Skype).

Please note that as long as the contractor has not been selected and his/her contract has not been formally signed by UNESCO, the organization is not subject to any commitment, written or oral, to you or a potential contractor. Women and persons with disabilities are encouraged to apply. UNESCO will not charge any fees for the recruitment process. Only short-listed candidates will be contacted. Thank you for your interest in working with UNESCO.

Form HR 13-2 (February 2012)

## 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

2. 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.
3. 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.
4. 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.
5. 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.

### DURATION OF CONTRACT

#### **6. Payments and Currency**

- 6.1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.
- 6.2. 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.

6.3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

Payment N°	Upon submission to and approval by UNESCO of the following work	Article 1 Reference	Latest date for submission	Amount/Currency

6.4. 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.

6.5. 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.

6.6. No payments shall be made to a third party.

## 7. 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.

## 8. 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 3942.00 EUR 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.

## 9. Reimbursement

9.1. 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.

9.2. Any reimbursement shall be returned in the same currency as the payment was made.

## 10. Banking Instructions

10.1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:

Name of the Bank:

Address of the Bank:

Name of the Account Holder:

Number of Account:

Bank Code:

IBAN Number:

SWIFT Address:

10.2. Only one banking instruction is allowed in any one contract.

**UNESCO TERMS AND CONDITIONS**

- 11. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialed by the Individual Specialist and UNESCO.
- 12. 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: Ottone, Ernesto

Date:

Title: Assistant Director-General for Culture Signature: .....

Individual Specialist:

"I acknowledge that I have read and accept the terms and conditions on the following page".

Name:

Date:

Title:

Signature: .....

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## GENERAL TERMS AND CONDITIONS

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### Article I. Legal Status

1. 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.
2. 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.
2. 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

- a. 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.
- b. 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.

## **2. Multiple Contracts**

- a. 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.
- b. 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.
- c. 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.<sup>1</sup>

## **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.

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<sup>1</sup> 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.

## **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. The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.
2. 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.
3. 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. Other than the provisions set out in Article X, paragraph 2, 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:
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### Background documents

All working documents of the Intergovernmental Committee for the Safeguarding of the Intangible Cultural Heritage and its Bureau can be found online, including the report of the Evaluation Body, on the website of the 2003 Convention (<https://ich.unesco.org/en>). For example:

- Thirteenth session (13.COM): <https://ich.unesco.org/en/13com>
- Bureau of the 13.COM: <https://ich.unesco.org/en/13com-bureau>
- Twelfth session (12.COM): <https://ich.unesco.org/en/12com>
- Bureau of the 12.COM: <https://ich.unesco.org/en/12com-bureau>

It is advisable to get familiar with the forms that are used for nominations, proposals, assistance requests: <https://ich.unesco.org/en/forms>

#### Other references:

- Expert meeting on developing an overall results framework for the 2003 Convention: [https://ich.unesco.org/en/events?meeting\\_id=00581](https://ich.unesco.org/en/events?meeting_id=00581)
- Guidance note on inventorying: <https://ich.unesco.org/en/guidance-note-on-inventorying-00966>