



United Nations
Educational, Scientific and
Cultural Organization

CONTRACT FOR SERVICES

Contract N°: 4500144233

(Please quote this reference in all correspondence and communications)

THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(hereinafter called 'UNESCO')

the headquarters of which are situated in Paris

UNESCO Office in MOSCOW

and BIST Bashkir Institute of Social Technologies
EITU ALSR
(hereinafter called "The Contractor")

Prospect Oktyabrya 74/2 P. O. Box 235 450054,
UFA, RUSSIAN FED.

Vendor number : 0000315170

Article I. Work assignment

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

In order to implement the new UNESCO's strategy for supporting technical and vocational education and training (TVET) and to follow-up the recommendations of the XVI CIS Ministers' of Education Conference and the International Meeting on TVET and Education for Sustainable Development (ESD) (Minsk, Belarus, 14-16 May 2009), UNEVOC Network Sub-regional Consultation Meeting: Building Capacity for TVET and ESD in the CIS (Bonn, Germany, 19-22 October, 2010) the Contractor shall organize a three-day "Inaugural Meeting of the UNEVOC CIS Regional Network: Networking and Building Capacity for TVET in the Commonwealth of Independent States (CIS)" with participation of the National UNEVOC Centers from the CIS and some European countries.

The Inaugural Meeting will establish the CIS Regional UNEVOC Network; and adopt Recommendations and Plan of Action (regional and national activities) for the period of 2011-2015 in line with the UNESCO Strategy on TVET Development and the UNESCO Strategy for the Second Half of the UN Decade on ESD (UNDESD).

The Inaugural Meeting is to be input into the activity of the UNESCO Moscow Office Work-plan 35C/5 "TVET policy advice and related capacity development in the CIS countries" to reach the Major Programme-I Expected Result 3 of Main Line of Action 1 – "TVET systems reformed and strengthened and capacity of Member States developed to equip youth and adults with knowledge, competences and skills for the world of work".

The Inaugural Meeting is to take place from 29 June to 1 July 2011 in Ufa (Republic of Bashkortostan, Russian Federation) and should be organized for up to 70 participants in collaboration with the UNESCO Moscow Office, UNESCO-UNEVOC Center in Bonn, and UNESCO Institute for Information Technologies in Education (IITE) as well as with the Commission of the Russian Federation for UNESCO, CIS Council on Cooperation in Education, IFESCCO, and other partners.

In particular, the Contractor shall perform the following:

1. Prepare the work plan and draft programme and submit them to the UNESCO Moscow Office for approval.
2. Prepare the list of potential participants and invitees and submit them to the UNESCO Moscow Office for approval.
3. Provide media coverage of the Inaugural Meeting and prepare a press-release in Russian and English to be posted on the UNESCO website prior to the Inaugural Meeting dates.
4. Make travel arrangements and purchase (or reimburse) tickets at the most economic rate for 8 participants

whose names will be provided by the UNESCO Moscow Office from the following countries: Armenia – 1, Azerbaijan – 1, Belarus – 2, Moldova – 1, Russian Federation – 3. Submit the travel schedule of the above mentioned participants to the UNESCO Moscow Office for approval not later than June 20, 2011.

5. Provide lodging / boarding for the duration of the Inaugural Meeting at the hotel and covering accommodation / boarding costs (including breakfast) for 16 participants whose names will be provided by the UNESCO Moscow Office from the following countries: Armenia – 2, Azerbaijan – 2, Belarus – 2, Kazakhstan – 1, Kyrgyzstan – 1, Moldova – 2, Russian Federation – 3, Tajikistan – 1, Ukraine – 1, and Uzbekistan – 1. Submit confirmation of the hotel reservation to the UNESCO Moscow Office for approval not later than June 20, 2011.

6. Organize transportation of participants in Ufa and from the airport to the hotel and from the hotel to the airport upon request.

7. Organize plenary sessions on June 29 and July 01, 2011; and three parallel working group sessions on June 30, 2011.

8. Provide logistical support to the organization of the Inaugural Meeting, in particular:

- provide one big meeting room for 70 participants on June 29 and July 01, 2011;
- provide three meeting rooms for approximately 25 participants each on 30 June 2011;
- provide the equipment necessary for the Inaugural Meeting: equipment for simultaneous interpretation; at least PC (2), screen (1), Video Projector (1), Wi-Fi router, Internet connection with free access, microphones (5 : 1 - for speaker, 1 – for moderator, 2 – for participants, 1 - interpreters), software (MS Office incl. Word, PowerPoint), laser pointer (1), video camera (1), photo camera (1);
- organize two coffee-breaks per day for 62 participants on June 29, June 30 and July 01, 2011;
- organize lunch for 62 participants on June 29, June 30 and July 01, 2011;
- organize dinner for 45 participants on June 28 and July 1, 2011;
- organize dinner for 55 participants on June 30, 2011;
- organize dinner reception on 29 June 2011 for 62 participants and guests;
- hire two interpreters for simultaneous interpretation from English into Russian and from Russian into English on June 29 and July 01, 2011;
- hire three interpreters for consecutive interpretation from English into Russian and from Russian into English on June 30, 2011;
- produce five A3 size Inaugural Meeting posters;
- print certificates for Inaugural Meeting participants (62);
- produce Inaugural Meeting stationery (bags, pens, notebooks with Inaugural Meeting programme), badges and consumables for Inaugural Meeting participants (62);
- collect presentation files from the participants before and after the Inaugural Meeting, ensure their availability to all participants and send them to the UNESCO Moscow Office after the Inaugural Meeting;
- provide conference services: video recording; copying the Inaugural meeting papers for distribution and translate materials when necessary, including the final programme, final list of participants, reference materials and all other relevant documents; photos, videos in electronic format, etc.;

9. Organize a culture programme and city sightseeing tour in UFA for the Inaugural Meeting participants.

10. Provide the UNESCO Moscow Office not later than 31 August 2011 with the General Report on the above-mentioned activities in Russian language with one page summary in English (including the electronic version of photos in jpeg format and video as well as the CD with the electronic version of the Inaugural Meeting materials in one-page PDF format).

The Contractor undertakes to publicize the financial support of UNESCO in the following manner:

- The Contractor shall indicate in all materials, announcements and other visual means that this Inaugural Meeting was implemented with the financial support of the UNESCO Moscow Office.

- The Contractor shall ensure upon written consultation with the UNESCO Moscow Office that the logo of UNESCO is displayed in accordance with the Guidelines on the use of the UNESCO logo.
- For any materials produced in the framework of the Inaugural Meeting, the following statement should be included: "The authors are responsible for the choice and the presentation of the facts contained in this publication and for the opinions expressed therein, which are not necessarily those of UNESCO and do not commit the Organization."

The payments within the present contract will be released in Russian Rubles based on the UN exchange rate in force on the date of payment.

Article II. Duration of contract

- 2.1 If the contract is not signed by the Contractor and returned to UNESCO by 14/06/2011 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 and Currency

3.1.1 UNESCO shall pay the Contractor the sum of 29454.00 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.

3.2 Installments

The fee is payable in the following installments 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
1	Workplan, Draft Programme, Particip.List	1-2	15/06/2011	9000.00 USD
2	Travel Sched., Hotel Confirm, Press-Rel.	3-5	20/06/2011	11000.00 USD
3	Gen.Rep., photo/video, e- materials/PDF	6-10	31/08/2011	9454.00 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

3.4 Reimbursement

3.4.1 If the work corresponding to any or all of the above installment payments has not been approved by UNESCO and is not in conformity with the contract specifications or terms of reference, UNESCO shall have the right to reimbursement of full or partial payments made including the advance payment.

3.4.2 Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

3.5 Travel

If the Contractor is required to travel in order to perform the work described in Article I above, a lump-sum is included in the fee indicated in Article III.3.1.1 to cover daily subsistence allowance and the cost of the tickets for the authorized travel. No additional travel expenses other than the agreed lump sum shall be reimbursed.

Article IV. Amendments

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who, if deemed necessary, will prepare the letter of amendment for mutual agreement and signature.

Article V. UNESCO Terms and Conditions

5.1 This contract is subject to UNESCO Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by both the Contractor and UNESCO.

5.2 The Contractor and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order:

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

Signed on behalf of the Director-General of UNESCO:

Name *Mr. Dender Badarch*

Date *14.06.11*

Title *Director of the UNESCO Moscow Office* Signature _____

[Handwritten Signature]

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

Name *Ms Nigmatullina T. A.*

Date *14.06.11*

Title *Director of BIST Bashkir
Institute of Social Technologies
EITU ALSR*

Signature _____



GENERAL TERMS AND CONDITIONS FOR SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage

8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. 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 advantage. These obligations do not lapse upon termination of this Contract.

Initials :

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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 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.

Initials :

[Handwritten signature]



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

Initials :

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