Background

UNESCO Regional Bureau for Sciences in the Arab States (UNESCO Cairo Office) implemented the project “Strengthening national capacities for safeguarding Intangible Cultural Heritage (ICH) in Egypt for sustainable development” from 2018-2021. Under this project, an educational toolkit on safeguarding Intangible Cultural Heritage (ICH) for children from 6-12 years old was developed for the use at schools, museums’ educational centers and community centers in Egypt. In the toolkit, a young boy named Amin tells a story on living heritage in Egypt, with pictures and illustration on ICH. The toolkit also includes games and puzzles to help them understand better the ICH safeguarding and transmission.

Building on the above, UNESCO Cairo Office (UCO) intends to produce an animation video for youth in Egypt to increase their understanding of ICH and its importance of safeguarding and transmission for sustainable development.

Assignment

Within the framework of the 41C5 workplan of the UCO Culture Programme in particular, for the 2003 Convention for the Safeguarding of the Intangible Cultural Heritage (ICH), and under the supervision of the Director of the UNESCO Cairo Office and the direct supervision of the Culture Unit of the Office, the contractor shall produce an animation video (5-10 minutes in Arabic with English subtitles) on “WHAT IS LIVING HERITAGE?”. The Contractor shall:

1. Review the educational toolkit produced including the documents, photos and video footages produced during the toolkit production process, as well as other publications, reports and products on the ICH Convention and its capacity building programme.
2. Identify key messages and prepare, in consultation with UNESCO and ICH experts a storyboard/script and production plan for a 5-10 minute animation video. This video will cover the 5 main domains identified under the 2003 Convention in a contextual and relatable way for Egyptian youth.
3. Submit a draft storyboard/script to UNESCO for feedback by 15 April 2022.
4. Finalise the draft storyboard by integrating the feedback and submit it to UNESCO for approval by 31 May 2022.
5. Produce a draft 5-10 minute video in accordance with the approved storyboard/scripts and submit it to UNESCO for feedback no later than 15 July 2022.
6. Finalise the draft video by integrating the feedback and submit it to UNESCO for approval by 15 August 2022.
7. Technical specification of the video to be delivered are the following:
   a. Full HD quality resolution animation in Arabic with English subtitles.
   b. Include UNESCO logo
   c. High quality audio recording and coloring.
   d. Deliverables should include a license for the music used in the video.
8. The contractor shall submit draft versions of video to UNESCO for feedback as many times as necessary to ensure quality and approval.
Deliverables and Indicative Timeline:
The following are documents in English to be submitted within the articulated timeline;

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Draft storyboard/script and production plan</td>
<td>No later than 15 April 2022</td>
</tr>
<tr>
<td>2 Draft version of animation video</td>
<td>No later than 15 July 2022</td>
</tr>
<tr>
<td>3 Final version of animation video</td>
<td>No later than 15 August 2022</td>
</tr>
</tbody>
</table>

Fees, schedule of deliverables and payments:
The contractor will submit the final deliverable by 15 August 2022 at the latest.

COMPETENCIES (Core / Managerial)
Accountability (C)
Communication (C)
Innovation (C)
Knowledge sharing and continuous improvement (C)
Planning and organizing (C)
Results focus (C)
Teamwork (C)
For detailed information, please consult the UNESCO Competency Framework.

REQUIRED QUALIFICATIONS AND DOCUMENTS:

- Minimum 5-year professional experience in animation, videography, video editing and production.
- Previous experience as demonstrated in a professional portfolio, with at least 2 reference files or samples of similar assignments and relevant links to the work related to animation, including one video produced for a UN agency.
- Proposed concept for the video, describing the overall approach to storyline/script development and specification of the video to be produced.
- Proposed production plan with schedule and resources to be used.
- Company profile should prove the ability to meet the requirement, including i) summary of company’s background, resources, and relevant experience, ii) list of personnel on the project team and their CVs and documents that indicate relevant experience, and iii) similar services, including links to relevant previous video productions by the company.
- Proposed competitive fees

Desirable Qualifications:

- Previous UN or international organization experience is desirable. At least one previous video produced for UNESCO would be an asset.
- Experience on cultural heritage related topics would be an asset.
SELECTION PROCESS

Interested bidders are invited to submit their proposal which shall include the following components to UNESCO Cairo Office at the email address to cairo@unesco.org with a copy to w.mohamed@unesco.org and s.moustafa@unesco.org, indicating the title of this Request for Proposal by the deadline of 28 February 2022:

UNESCO uses communication technologies such as video or teleconference, e-mail correspondence, etc. for the assessment and evaluation of bidders.
ANNEX

Contract for Services (Video and Film)
CONTRACT FOR SERVICES (VIDEO AND FILM)

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

and

Name

UNESCO Office in Cairo
8 Abdel-Rahman Fahmy Street,
Garden City
11541 CAIRO
Egypt

(hereinafter called ‘the Contractor’)

Address

Vendor number

Art. I. Work assignment

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

Art. II. Duration of contract

2.1  If the contract is not signed by the Contractor and returned to UNESCO by 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.

Art. III. Conditions of payments

3.1  Total Fee, Currency and Payment

3.1.1  UNESCO shall pay the Contractor the sum of . 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:
Address of the Bank:
Name of the Account Holder:
Number of Account:

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):

<table>
<thead>
<tr>
<th>Payment N°</th>
<th>Upon submission to and approval by UNESCO of the following work</th>
<th>Article I Reference</th>
<th>Latest date for submission</th>
<th>Amount/Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Detailed Description</th>
<th>Amount/Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td></td>
</tr>
</tbody>
</table>

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.

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 initialed 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:                          Date:                           
Title:                          Signature:                       

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

Name:                          Date:                           
Title:                          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 rules, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT
The Contractor shall not assign, transfer, pledge or pledge any 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, interalia, to claims and liability in the nature of worksman’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 insurance to ensure that it shall 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 means of this Contract 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 workman’s compensation insurance, the insurance policies under this Article shall:

a. Name UNESCO as additional insured;
b. Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNESCO;
c. Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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 work, 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. 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.

12. 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.

13. 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 any act of war, force or other 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.
Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with 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.

14. 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 15 “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, prior to any such legal steps or measures being taken, it may, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

15. SETTLEMENT OF DISPUTES

15.1 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.

15.2 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.

16. 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.

17. TAX EXEMPTION

17.1 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.

17.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor’s invoices 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.

18. CHILD LABOUR

18.1 The Contractor represents and warrants that neither it, nor any of its suppliers, is actively 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. MINES

19.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively engaged in mining 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.

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. 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.

21. 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.

22. 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
23. 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.

24. VIDEO AND FILM PRODUCTION

This section of rights concerns all showings in radio and in television forms — by satellite, cable or terrestrial waves— or cinematographic form, all publications in the form of videotape, videodisc, compact disc, audiostream, or vinyl disk as well as by any other means known or to be invented as well as on all devices and in all formats. This cession of rights is granted worldwide for the maximum period permitted by the law. If the Contractor incorporates in the programme any library material, published or unpublished scenario, dialogue, musical composition or other work, the copyright of which is vested in a third party, he shall obtain, free of cost to UNESCO, written permission from the owner(s) of the copyright therein for the Contractor and UNESCO to translate, reproduce in whole or in part, publish, communicate to the public, including communication by public projection, distribute, adapt or otherwise use such works in all versions of the programme in whatever form or language it is produced. The Contractor will prove evidence of the grant of this authorization. The Contractor warrants to UNESCO that it has the right to grant the rights mentioned in this Contract and that the programme contains nothing libellous or otherwise unlawful.

The Contractor warrants that:

(a) The Work made under this contract is created by the Contractor and the Contractor is the sole and unrestricted owner of the exclusive rights in the works;

(b) The Work made under this contract is free from encumbrances and no third party is entitled to any intellectual property rights with regard to the Work; and

(c) No third party rights have been infringed in the making of the Work.

Initials: