



United Nations
Educational, Scientific and
Cultural Organization

**REQUEST FOR PROPOSAL – RFP
Services**

Ref: RFP1-RWA/2005-KFIT2017

(Please quote this UNESCO reference in all correspondence)

Date: 18^h September 2017

Dear Sir/Madam,

You are invited to submit an offer for **Strengthening Cultural and Creative Industries in Rwanda** in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I [Instructions to Offerors](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)
- Annex VII [Project Document](#)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than 16th October 2017 at 12:00pm**

UNESCO Regional Office for Eastern Africa
Director

United Nations Avenue UNON Gigiri (C-204)
PO Box 30592-00100
Nairobi, Kenya

SEALED PROPOSAL - DO NOT OPEN

Ref: **RFP1-RWA/2005-KFIT2017**

Closing Date and Time: **16th October 2017 at 12:00 pm**

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

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact

Ms. Karalyn Monteil

Culture Programme Specialist

UNESCO Regional Office for Eastern Africa

United Nations Avenue, UNON, Rm. C-214

Email: k.monteil@unesco.org

For and on behalf of UNESCO

Ann Therese Ndong-Jatta

Director

UNESCO Regional Office for Eastern Africa

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates, which have been engaged by UNESCO, to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment ;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party ;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction,

falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in **English or French**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in **US dollars**.

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to Director, UNESCO Regional Office for Eastern Africa, PO Box 30592-00100, C-204, Nairobi, Kenya; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked **Financial Proposal** include the **Price Proposal** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

18. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

19. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. **The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.**

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	100			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
Sub-total for Financial Evaluation		300			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$]

An example:

- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
 - Offeror B – second lowest price ranked as 2nd in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula: $a/b \times 300$ i.e. $10,000/15,000 \times 300 = 200$ points)

Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
Total 1000						

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

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

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. 8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its

responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter-alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

ANNEX III – Terms of Reference (TOR)

1. Background and Justification

In the Framework of the Korean Funds in Trust to UNESCO project to **Strengthen Cultural and Creative Industries in Rwanda**, the UNESCO Regional Office for Eastern Africa is seeking a local service provider to carry out three of the main activities of this project, namely: mapping, training and communications/awareness-raising.

This project in Rwanda aims at building capacities of cultural and creative industry (CCI) actors in order to strengthen this industry as a strategic growth sector contributing to economic growth, job creation, revenue generation, improving conditions of life. It does so by identifying capacity gaps of stakeholders, providing identified training to stakeholders and raising awareness of the general public about the contribution of CCI to sustainable development. The project builds on ongoing UNESCO activities on culture and communication in Rwanda, which have revealed capacity-building as the utmost priorities of concerned stakeholders.

In accordance with the approved project document, the contractor shall work under the guidance of the designated Steering Committee and in close collaboration with: UNESCO, the Rwandan Ministry of Sports and Culture, the Rwandan Academy of Language and Culture (RALC), and an international expert to identify capacity gaps in the creative industries, and develop and implement a capacity-building programme for artists, cultural professionals and representatives of concerned government ministries/public institutions in Rwanda.

A copy of the project document is attached as an annex to this letter. Please note that not all of the activities in the project will be under the responsibility of the Offeror (bidder), only the specific activities detailed below.

2. Objective

Specific objectives include:

1. To identify capacity gaps of artists and cultural professionals
2. To develop training programmes responding to identified capacity gap and implement them
3. To raise awareness of stakeholders and the general public about the 2005 Convention, the contribution of culture for sustainable development and the importance of respecting intellectual property rights

3. Outputs

1. Capacity gaps of Rwandan creative industries actors identified and training programmes devised
2. Rwandan creative industry actors trained based on their identified capacity gaps
3. Awareness-raising campaign conducted about the 2005 Convention, contributions of cultural and creative industries to job creation and sustainable development, and respect for intellectual property rights, targeting various stakeholders, including women, young people and cultural entrepreneurs, and the general public

4. Expected results

1. Identification of capacity gaps in the Creative Industries in Rwanda
2. Rwandan creative industries strengthened, contributing to sustainable development of Rwanda

3. Awareness raised among stakeholders and the general public about contributions of creative industries to job creation and sustainable development and intellectual property

5. Activities

Upon the successful selection by UNESCO, the Offeror (bidder) will sign a contract for services with UNESCO to agree upon the terms of reference for undertaking the following activities:

Description and sequence of activities

The project comprises the following three components, all of which will be overseen by a project steering committee established by UNESCO. After selection, the successful Offeror (bidder) will liaise with the committee and the local project coordinator throughout the project implementation.

Component 1. Identification of capacity gap and development of training programmes

1.1: Mapping

Together with the international expert, the offeror will develop a methodology that will allow the mapping of professional associations in Rwanda creative industries; survey and report on the number of cultural entrepreneurs, professionals and other artists participating in national, regional and international markets.

1.2: Identification of capacity gaps

Capacity gaps of stakeholders (artists and cultural professionals) will be identified in order to develop training programmes. At least 100 stakeholders will be consulted to ensure that their capacity gap will be duly noted and that training programmes developed would respond to their needs. Capacity gap of other stakeholders such as representatives of the Government and civil society will also be identified in order to develop comprehensive training programmes targeting different audiences.

1.3: Development of training programmes

Training programmes will be developed taking into account the identified capacity gaps and referring to various training modules developed by UNESCO and other cultural organizations/institutions.

Component 2. Implementation of training programmes

2.1: Capacity-building

A series of training programmes will be implemented in order to train at least 100 relevant stakeholders on the capacity gap identified under Component 1. The participants of the training programmes may be selected based on an open call for participation, in order to assess levels and skills of artists/trainees and to identify the most appropriate experts accordingly. This selection methodology would ensure a sense of ownership and active engagement of the participants in the project implementation. An international expert from The 2005 Convention Expert Resource Facility will provide advice and guidance on the training programme.

By the end of the training, the participants will be encouraged to come up with an action plan that they would commit themselves to implement. The evaluation of the training programmes will be conducted through surveys to assess the impact and sustainability of the training.

Component 3: Advocacy and Awareness-raising

3.1: Awareness raising campaign

In order to create a “buzz” about the project, the 2005 Convention and the CCI, an awareness-raising campaign will be conducted through social media, internet, TV and radio. The awareness-raising will target not only for specific stakeholders but also the general public and will communicate about the contribution of CCI to sustainable development, the National Culture Heritage Policy as a vision of Rwanda, importance of intellectual property rights and about the

2005 Convention. A series of key messages in Kinyarwanda, English and French will be developed and disseminated as widely as possible.

Throughout the campaign, particular attention will be made to keep the stakeholders informed so as to mobilize their interests and possible involvement in the development of cultural industries in Rwanda.

1. Inputs

A minimum of The following are required inputs

- a. Human resource to undertake mapping and communication
- b. Human resources with local knowledge of the cultural and creative industry in Rwanda
- c. Expertise in the 2005 convention

2. Timing This assignment is for a maximum duration of **14 Months**

3. Reporting The following reports are required

1. Narrative Report on the consultation and mapping activity (minimum 30 pages in English)
2. Narrative report on the training including good quality photos and if possible, video footage covering testimonials of the training participants (minimum 30 pages in English)
3. Narrative report on awareness raising (minimum 20 pages in English)
4. Final Report on all activities

4. Minimum content of proposals

The Proposal must contain

- a. Proof of required technical expertise and knowledge of local Creative Industries context
- b. A comprehensive financial proposal for all activities to be undertaken by the offeror
- c. A detailed Workplan, including the frequency of the steering committee meeting, and duration and timing of activities of Components 1-3
- d.

5. Eligibility/qualification/experience requirements

1. Familiarity with cultural and creative industries
2. Experience in Mapping and training in the creative sector
3. In-depth knowledge of the objectives, guiding principles and operational mechanisms of 2005 Convention, including emerging themes of the 2005 Convention (<http://en.unesco.org/creativity/>)

6. Budget/Basis of fees

Payments will be made in 5 separate instalments

1. Advance payment for consultation and fieldwork
2. Payment for Mapping report
3. Payment for Training report
4. Payment for Awareness Raising Report
5. Payment for Final Narrative Report

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

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

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

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

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1.	Remuneration				
1.1	Services at Home Office (if applicable)				
1.2	Services on site (if applicable)				
No.	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2.	Other Expenses				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
2.6	Others (please specify)				

ANNEX VI – Vendor Information Form

General Information

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

Expertise of the Bidder

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

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

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

ANNEX VII – Project Document



Strengthening cultural and creative industries in Rwanda

UNESCO Contact:	Ms Karalyn Monteil Programme Specialist UNESCO Nairobi k.monteil@unesco.org
Office Address:	UNESCO Nairobi United Nations Avenue UNON Gigiri, Room C- 103 PO Box 30592-00100 Nairobi, Kenya
Website address:	en.unesco.org/creativity/
Geographical scope/benefitting country(ies):	Africa: Rwanda
Duration (in months):	14 months
Total funding requested:	
Partner(s) institutions:	Ministry of Sports and Culture Rwanda Academy of Language and Culture Rwandan National Commission for UNESCO

1. RATIONALE AND BACKGROUND	
Overall Purpose	<p>This project aims to strengthen cultural and creative industries in Rwanda through capacity-building, supporting networking efforts, sharing information and raising awareness of various stakeholders about the contribution of culture for sustainable development. It is one of three projects being financed by the Government of Korea Funds in Trust to UNESCO.</p> <p>The aim of The Activity is to contribute to the development of cultural industries in Rwanda, through identifying capacity gap and developing and implementing capacity-building programmes for artists, cultural professionals and representatives of concerned government ministries/public institutions in Rwanda.</p>
1.2 Relevance	<p>This project falls within the 38C/5 (UNESCO's approved programme and budget) – Main Line of Action 2, Expected Result 6 “National capacities strengthened and utilized for the development of policies and measures to promote the diversity of cultural expressions, through the effective implementation of the 2005 Convention”.</p> <p>The proposed project has been developed based on the global capacity-building strategy of the 2005 Convention which was endorsed by the Intergovernmental</p>

Committee of the 2005 Convention in December 2013. The project elaboration used a bottom-up approach whereby national stakeholders defined their priority actions, to which UNESCO extended its technical assistance.

The project is also in line with the 2030 UN Sustainable Development Agenda adopted in 2015. For instance, it will contribute to attaining its Goal 8 which aims to “promote inclusive and sustainable economic growth, employment and decent work for all”, and its corresponding target, to “promote development-oriented policies that support productive activities, decent job creation, entrepreneurship, creativity and innovation, and encourage the formalization and growth of micro-, small- and medium-sized enterprises, including through access to financial services”¹.

Rwanda is a country on the move. In recent years, the country has achieved remarkable development and has one of the highest GDP growth rates in Africa. According to the World Bank², between 2001 and 2015, Rwanda recorded an average GDP growth rate of 8 %. Drawing upon its ambitious development plans such as the “Rwanda Vision 2020” and “Economic Development and Poverty Reduction Strategy II (2013-2018)”³, Rwanda is aiming to transform itself into a middle-income country and transition from agrarian economy to an information-rich, knowledge-based one by 2020.

Among its development successes includes the ICT. As a landlocked country, Rwanda has made ICT development as a political priority. Based on the National Information Communication Infrastructure (NICI) policy, through its first (2000-2005), second (2005-2010) and third (2011-2015) stages, Rwanda has established institutional, legal and regulatory frameworks, consolidated the ICT infrastructure and improved service delivery. Its final stage (2016-2020) focuses on skills, private sector and community development. The development of ICT provides a fertile ground for strengthening cultural and creative industries in Rwanda.

In the field of culture, Rwanda ratified the 2005 Convention in 2012. In February 2015, the country adopted its “National Culture Heritage Policy”⁴. Strategic Objective 4 of this Policy aims to “Operationalize the existing or develop new legal instruments and facilitate full exploitation of the economic potential in the creative arts”. In line with the Policy, Rwanda has already undertaken cultural mapping, and it is currently finalizing a “Five-year Strategic Plan for the development of Creative Industry 2017-2020” which is expected to be adopted by June 2016. Furthermore, Rwanda is currently elaborating its first quadrennial periodic report involving various stakeholders including civil society and is expected to submit it to UNESCO during the course of 2016.

The Activity in Rwanda aims at building capacities of cultural and creative industry (CCI) actors in order to strengthen this industry as a strategic growth sector contributing to economic growth, job creation, revenue generation, improving conditions of life. It does so by identifying capacity gaps of stakeholders, providing identified training to stakeholders and raising awareness of the general public about the contribution of CCI to sustainable development. The project builds on ongoing UNESCO activities on culture and communication in Rwanda which have revealed capacity-building as the utmost

¹ <http://www.un.org/sustainabledevelopment/economic-growth/>

² <http://www.worldbank.org/en/country/rwanda/overview>

³ http://www.rdb.rw/uploads/tx_sbdownloader/EDPRS_2_Main_Document.pdf

⁴ http://minispoc.gov.rw/fileadmin/templates/Documents/National_Culture_Heritage_Policy_okk.pdf

	<p>priorities of concerned stakeholders.</p> <p>Why UNESCO? In 2016, UNESCO has implemented a project in Rwanda to support the periodic reporting and participatory policy monitoring, funded by the Swedish International Development Cooperation Agency (Sida). This Sida project has succeeded in mobilizing important political support in favour of cultural industries for sustainable development. Inter-ministerial collaboration and cooperation between the government and civil society organizations have also started. The KFIT project shall build on this political engagement for culture and a dialogue platform established between the government and civil society.</p> <p>UNESCO is well placed to implement this project, considering that it has both institutional legitimacy/credibility and technical expertise to support the Rwandan government, civil society and the private sector. As a Party to the 2005 Convention, Rwanda has the statutory obligations to implement various provisions of the Convention, and the proposed capacity-building activities are direct actions to implement the Convention. Furthermore, UNESCO has developed, over the past years, a set of comprehensive training modules and created an Expert Facility comprised of 43 high-level international experts who have been trained by UNESCO and can be mobilized to facilitate training workshops and provide technical assistance in Rwanda.</p>
<p>1.2 Beneficiaries and other Stakeholders</p>	<p>The direct beneficiaries will be artists, cultural professionals, governmental, civil society and private sector actors who are working in the field of arts and culture to develop cultural and creative industries in Rwanda.</p> <p>Other beneficiaries include a wide range of stakeholders and the general public who will benefit from various cultural goods and services made available in Rwanda and will enjoy them in a manner that respects intellectual property rights of creators.</p>
<p>1.3 Overall and specific objectives</p>	<p>The overall objective of the project is to strengthen cultural and creative industries in Rwanda through capacity-building, supporting networking efforts, sharing information and raising awareness of various stakeholders about the contribution of culture for sustainable development.</p> <p>The overall aim of this Activity is to contribute to the development of cultural and creative industries (CCI) in Rwanda through capacity-building and awareness-raising.</p> <p>Specific objectives include:</p> <ul style="list-style-type: none"> • To identify capacity gaps of artists and cultural professionals • To develop training programmes responding to identified capacity gap and implement them • To raise awareness of stakeholders and the general public about the 2005 Convention, the contribution of culture for sustainable development and the importance of respecting intellectual property rights

1.4 Expected results and outputs/deliverables			
	Performance indicator (PI) (a maximum of three):	Means of verification (M) (data source):	Quantitative and/or qualitative Target (T) (on the basis of baseline data (b)):
Activity 3: Rwanda			
Expected Result N° 3.a Rwandan creative industries strengthened, contributing to sustainable development of Rwanda	PI 1: Number of professional organizations in Rwandan creative industries PI 2: Number of cultural entrepreneurs, professionals and any other artists participating in international markets	M 1: List of professional associations within the website of the Ministry of Sports and Culture M 2: Web pages of the Ministry of Sports and Culture	T 1 and (b 1): 10 (0) T 2 and (b 2): At least 10 pages (0)
Output/deliverable N° 3.a.1 Capacity gaps of Rwandan creative industries actors identified and training programmes devised	PI 1: Number of stakeholders consulted PI 2: Number of capacity needs assessment PI 3: Number of training programmes developed	M 1: Final assessment document M 2: Final assessment document M 3: Training programme document	T 1 and (b 1): at least 100 stakeholders (0) T2 and (b 2): 2 (0) T3 and (b 2): 1 (0)
Output/deliverable N° 3.a.2 Rwandan creative industry actors trained based on their identified capacity gaps	PI 1: Number of stakeholders trained	M 1: List of participants of the training	T 1 and (b 1): At least 100 (0)
Expected Result N° 3.b Awareness raised among stakeholders and the general public about contributions of creative industries to job creation and sustainable development and intellectual property	PI 1: Number of media articles published	M 1: Media articles	T 1 and (b 1): 20 (0)
Output/deliverable N° 3.b.1 Awareness-raising campaign conducted about the 2005 Convention, contributions of cultural and creative industries to job creation and sustainable development, and respect for intellectual property rights, targeting various stakeholders, including women, young people and cultural entrepreneurs, and the general public	PI 1: Number of web pages dedicated to the project PI 2: Number of awareness-raising tool materials (e.g., newsletters) produced PI 3: Number of people receiving the awareness-raising tool materials	M 1: Web pages of the 2005 Convention and of the Ministry of Sports and Culture of Rwanda M 2: Awareness-raising tool materials M 3: List of distribution of hard copy and electronic dissemination	T 1 and (b 1): At least 20 pages (0) T 2 and (b 2): At least 5 materials (0) T 3 and (b 3): 10000 (0)
Output/deliverable N° 3.b.2	PI 1: Number of	M 1: Meeting minutes	T 1 and (b 1): At least 10

A multi-stakeholder coordination committee institutionalized to ensure the implementation of the project and the 2005 Convention in a sustainable manner	coordination committee meetings PI 2: Number of multi-stakeholders represented in the coordination committee	M 2: List of the multi-stakeholder coordination committee	meetings (0) T 2 and (b 2): At least 2 members from civil society, 2 members from media professions, 5 women members, 2 members under the age (0)
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2. APPROACH AND METHODOLOGY

	<p>This project directly responds to expressed needs of Lao PDR, Uzbekistan and Rwanda, as revealed through previous UNESCO activities, consultation with the stakeholders and specified in official documents of the partner countries. Building upon political commitment mobilized at the country level via UNESCO Field offices, the project provides timely support, be it technical assistance, capacity-building/training to artists and cultural professionals, awareness-raising, networking opportunities or knowledge management, to build a solid foundation for the development of cultural and creative industries in these three partner countries.</p> <p>Overall Strategic Approach</p> <p>The Activity is a direct response to the training needs formulated by Rwanda to UNESCO, and it supports the implementation of the draft “Five-year Strategic Plan for the development of Creative Industry 2017-2020” of Rwanda which is expected to be adopted by June 2016.</p> <p>An underlying assumption of Activity 1 is that if capacity gap is identified, appropriate training developed and provided, Rwanda’s artists and cultural professionals will be able to better unleash their creativity and the quality of Rwandan cultural goods and services will improve, creating more vibrant local markets and helping the Rwandan cultural goods and services to reach international markets. Capacity of other stakeholders, such as government representatives and other civil society actors, should also be strengthened, so as to ensure that capacity to deal with each stage of a value chain, namely, creation, production, distribution/dissemination and enjoyment/access to culture, is reinforced.</p> <p>Through awareness-raising action, it is expected that awareness about the 2005 Convention and CCI will be raised among not only direct stakeholders of cultural and creative industries and the representatives of the Ministry of Sports and Culture but also representatives of other ministries and the private sector that have direct links to the question of education/training, employment, foreign trade, economic development, etc. It is expected that the general public will also raise awareness and will be empowered to support Rwanda’s CCI through respecting intellectual property rights or enjoying Rwandan cultural goods and services.</p> <p>Gender equality will be addressed as a cross-cutting principle to be mainstreamed throughout the project. Activity 1 is also gender transformative</p>
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in a sense that it will actively engage women artists, cultural professionals as well as entrepreneurs at the consultations and training. The language of the training materials that will be used during the training programmes will also be gender transformative.

Description and sequence of activities

The project comprises the following three components:

Component 1. Identification of capacity gap and development of training programmes

Sub-activity 1.1: Identification of capacity gaps

The project begins with an identification of capacity gaps of stakeholders (artists and cultural professionals) in order to develop training programmes. Various stakeholders will be consulted to ensure that their capacity gap will be duly noted and that training programmes to be developed would respond to their needs. Capacity gap of other stakeholders such as representatives of the Government and civil society will also be identified in order to develop comprehensive training programmes targeting different audiences.

Sub-activity 1.2: Development of training programmes

Training programmes will be developed taking into account the identified capacity gaps and referring to various training modules developed by UNESCO and other cultural organizations/institutions.

Component 2. Implementation of training programmes

Sub-activity 2.1: Capacity-building training

A series of training programmes will be implemented in order to train relevant stakeholders on the capacity gap identified under Component 1. The participants of the training programmes may be selected based on an open call for participation, in order to assess levels and skills of artists/trainees and to identify the most appropriate experts accordingly. This selection methodology would ensure a sense of ownership and active engagement of the participants in the project implementation.

By the end of the training, the participants will be encouraged to come up with an action plan that they would commit themselves to implement. It may be writing articles for local newspapers, or sharing information with their colleagues, etc. The execution of these action plans will ensure the sustainability of the training.

The evaluation of the training programmes will be conducted through surveys to assess the impact and sustainability of the training.

Component 3: Awareness-raising

Sub-activity 3.1: Raising awareness campaign

In order to create a “buzz” about the project, the 2005 Convention and the CCI, an awareness-raising campaign will be conducted through social media, internet, TV and radio. The awareness-raising will target not only for specific

	<p>stakeholders but also the general public and will communicate about the contribution of CCI to sustainable development, the National Culture Heritage Policy as a vision of Rwanda, importance of intellectual property rights and about the 2005 Convention. A series of key messages in Kinyarwanda, English and French will be developed and disseminated as widely as possible.</p> <p>Throughout the campaign, a particular attention will be made to keep the stakeholders informed so as to mobilize their interests and possible involvement in the development of cultural industries in Rwanda.</p>
<p>2.2 Risk analysis and mitigation</p>	<p>The following risks may influence the smooth project implementation:</p> <ul style="list-style-type: none"> • Lack of political support • Change of the government • Change of political priority • Lack of trust between the government, cultural actors and the private sector <p>These risk could be mitigated by:</p> <ul style="list-style-type: none"> • Maintaining constant communication with all the concerned stakeholders • Reiterating to the government how appropriate actions in support of cultural industries could bring about economic growth and sustainable development and how developed cultural industries could contribute to nation building nationally and internationally • Reiterating that the proposed project is in line with the provisions of the 2005 Convention and that as a Party to the Convention, Rwanda has the obligation to implement such provisions • UNESCO being an intergovernmental organization with a mandate to work with the government and civil society is well positioned to bridge the gap that they may sometimes face
<p>2.3 Sustainability and exit strategy</p>	<p>The impact of the project will be sustained through a national coordination committee for the 2005 Convention, to be established for the project which is expected to remain in place beyond the project duration.</p> <p>The sustainability of the project will be ensured through:</p> <ul style="list-style-type: none"> • institutionalization of the work of the national coordination committee; • making the data and information available through the website of the Convention to promote transparency and information sharing with larger audience; • raising awareness of the general public and concerned stakeholders about the mechanisms and provisions of the Convention so that they could benefit further from such mechanisms in order to sustain the project impact.

3. PROJECT MANAGEMENT AND IMPLEMENTATION

The UNESCO Office in Nairobi, in close cooperation with the Ministry of Sports and Culture, the Rwanda Academy of Language and Culture and the Rwandan National Commission, will be responsible for the overall coordination and implementation of the project. The coordination of the project will be ensured by the project officer in Nairobi in close collaboration with the antenna office in Kigali and the Secretariat of the 2005 Convention at UNESCO HQ.

The UNESCO Office in Nairobi will provide essential support to the project by establishing and

monitoring contracts with partners and participants in the different components of the project, while the national coordination committee will ensure the implementation of the activities on the ground.

4. MONITORING, EVALUATION, LESSON LEARNING

4.1	<p>The performance of the project will be monitored and evaluated on a regular basis through missions, reporting and assessments by interviewing the people involved, as well as through questionnaires.</p> <p>A monitoring mission may be organized by UNESCO Headquarters, as deemed necessary, in order to ensure the harmonious implementation of Activities.</p> <p>Monitoring: for each activity, the consultants and national implementing bodies will submit to the UNESCO Field office in Nairobi a comprehensive report and assessment. The UNESCO Field offices office and the national implementing bodies will monitor the project implementation through analysing these assessments and reports. The project coordinators will follow the project through regular communication with the national officials and consultants and will be available to intervene or initiate corrective action as needed.</p> <p>Evaluation: UNESCO will prepare a self-evaluation form, which the participants in the different activities will be requested to fill in. The forms will be collected, reviewed and consolidated reports prepared thereon. In addition to the self-evaluation, the trainers will make an evaluation of the implemented activities. If needed, UNESCO may also decide to undertake one or two evaluation missions as part of the final reporting.</p> <p>Reporting: the UNESCO Regional Office for Eastern Africa will develop and submit a narrative and final report to the donor.</p>
4.2	<p>Beneficiaries and other stakeholders will be involved in project monitoring and evaluation through submitting a written evaluation circulated to the participants of the consultations and workshops as well as through regular coordination meeting to be called upon by the project coordinator.</p>

5. VISIBILITY

5.1	<p>A promotional brochure on the project will be developed by UNESCO Headquarters in cooperation with UNESCO Office in Nairobi. The brochure, highlighting the contribution of the Korean Government, will be widely distributed through an official communication channels of UNESCO and also at intergovernmental meetings of UNESCO and any other relevant events.</p> <p>The UNESCO Office in Nairobi with the national coordination committee will mobilize various media to proactively communicate about the project activities. Component 3 on raising-awareness will ensure the high</p>
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	visibility of the donor.
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Workplan

Activity 3: Rwanda	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Identification of capacity gap														
Development of training programmes														
Implementation of training programmes														
Submission of Progress Report for the donor														
Advocacy/awareness-raising														
Project coordination meetings														
Submission of the final report, including the self-evaluation														