

**REQUEST FOR QUOTATION FOR SERVICES – RFQ/S**

**Ref.: MGIEP/2026/PRG/RFQ/004 Request for Proposal for an Individual Consultant-  
FramerSpace Legal Consultant**

(Please, quote this UNESCO reference in all correspondence)

You are invited to submit your quotation offering your best prices and delivery conditions to UNESCO for the provision of services described below:

**Individual Consultant - FramerSpace Legal Consultant**

Your quotation must consist of two separate files: (i) Technical Proposal and (ii) Financial Proposal, no later than **18 May 2026, 11:59 PM Indian Standard Time:**

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

**1. Technical proposal:**

*Instruction to vendors: Please use the template, supplementing your statements with evidence (e.g. links to portfolios or CVs) when suitable.*

No.	Item	Vendor's input
1	Experience and qualification	<i>Describe, Confirm and provide the proofs of compliance with the requirements/expertise required in the Terms of Reference (TOR).</i>
2	Approach, methodology and implementation plan	<i>Describe your approach to the provision of the requested service, specific methodologies or equipment used (if applicable) and outline the implementation plan with the timeline.</i>
3	Key personnel/ Individual to implement the service	<i>Describe your relevant expertise, experience and understanding in the defined filed with regard to the scope of work defined in the RFQ.</i>

**2. Financial Proposal:**

Item	No. of days to complete deliverable	Fee per day (INR/USD)	Total fee per deliverable (INR/USD)
<b>I. Professional services</b>		<i>Specify the currency</i>	
<p><b>Deliverable 1: Inception Report and Workplan</b></p> <ul style="list-style-type: none"> <li>• Conduct preliminary consultations with relevant stakeholders from UNESCO Mahatma Gandhi Institute of Education for Peace and Sustainable Development regarding the legal and regulatory landscape applicable to FramerSpace and associated digital assets.</li> <li>• Review existing policies, platform terms, governance documents, operational workflows, and prior legal assessments (if any).</li> <li>• Clarify scope, jurisdictional coverage, institutional priorities, and key legal risk areas.</li> <li>• Develop a detailed workplan outlining methodology, sequencing, stakeholder engagement plan, and reporting schedule.</li> </ul> <p>Deliverable:</p> <ul style="list-style-type: none"> <li>• Inception Report, including refined scope, methodology, preliminary risk mapping, and detailed workplan.</li> </ul>			
<p><b>Deliverable 2: Regulatory Compliance Assessment</b></p> <ul style="list-style-type: none"> <li>• Conduct a comprehensive review of applicable international, regional, and national legal and regulatory frameworks.</li> <li>• Assess compliance with data protection, privacy, accessibility, consumer protection, intellectual property, and digital governance standards.</li> <li>• Identify compliance gaps and potential areas of legal exposure.</li> <li>• Provide prioritized and actionable recommendations with an implementation roadmap.</li> </ul>			

<p>Deliverable:</p> <ul style="list-style-type: none"> <li>• Regulatory Compliance Assessment Report.</li> </ul>			
<p><b>Deliverable 3: Intellectual Property and Licensing Advisory</b></p> <ul style="list-style-type: none"> <li>• Review intellectual property considerations relating to platform content, branding, software, and digital assets.</li> <li>• Identify risks concerning copyright, trademarks, third-party content, open-source usage, and licensing structures.</li> <li>• Develop recommendations for IP protection strategies and appropriate licensing frameworks.</li> <li>• Provide guidance on ownership and contributor agreements.</li> </ul> <p>Deliverable:</p> <ul style="list-style-type: none"> <li>• Intellectual Property and Licensing Advisory Report.</li> </ul>			
<p><b>Deliverable 4: Legal Documentation and Policy Framework</b></p> <ul style="list-style-type: none"> <li>• Draft and/or update the Terms of Service and Privacy Policy to ensure clarity, transparency, and regulatory compliance.</li> <li>• Develop and/or revise legally binding user agreements for facilitators, moderators, course creators, learners, and other stakeholders.</li> <li>• Integrate appropriate dispute resolution mechanisms, including mediation and arbitration clauses, across all agreements.</li> <li>• Ensure internal consistency and alignment across all legal documentation.</li> </ul> <p>Deliverable:</p> <ul style="list-style-type: none"> <li>• Consolidated Legal Documentation Package (ToS, Privacy Policy, User Agreements, and Dispute Resolution Clauses).</li> </ul>			
<p><b>Deliverable 5: Risk Management, Incident Response, and Content Governance Framework</b></p>			

<ul style="list-style-type: none"> <li>• Develop a structured Legal Risk Management Framework, including mitigation strategies and compliance monitoring mechanisms.</li> <li>• Design an Incident Response Framework addressing data breaches, cybersecurity incidents, regulatory reporting obligations, and stakeholder communication protocols.</li> <li>• Develop and/or refine Content Moderation Policies to ensure legal compliance and alignment with community standards.</li> <li>• Provide operational guidelines and capacity-building materials for moderators and relevant personnel.</li> </ul> <p>Deliverable:</p> <ul style="list-style-type: none"> <li>• Consolidated Risk Management, Incident Response, and Content Governance Framework.</li> </ul>			
<b>II. Other costs (if any)</b>			
<b>TOTAL SUM OF QUOTATION</b>			



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WE ARE LOOKING FORWARD TO RECEIVING YOUR QUOTATION comprising of a technical proposal and a financial proposal, in two separates files and emails

AT

[procurement.mgiep@unesco.org](mailto:procurement.mgiep@unesco.org)

**Subject: Ref.: MGIEP/2026/PRG/RFQ/004 Request for Proposal for an Individual Consultant- FramerSpace Legal Consultant (To be noted that all files together not to exceed 10 Mb)**

**Quotes shall be in written English**

FOR UNESCO	
NAME	
FUNCTIONAL TITLE	
SIGNATURE	
DATE	

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## ANNEX I – 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

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

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.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

### 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 seen (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:

- 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;
- 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 associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to

resolution 1267 (1999). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

#### 25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

#### 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

- Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.
- The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
- The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

**Reporting of allegations to UNESCO.** The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

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

#### 27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

#### 28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful Initials destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable

format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that

it has fully complied with this paragraph after termination of this Contract.

**Terms of reference**

Section	Description
<p><i>Scope of work for TOR</i></p>	<p><b>UNESCO MGIEP is seeking an Individual Consultant to oversee and strengthen the legal and regulatory framework of its digital learning platform, FramerSpace, and associated digital ecosystem.</b></p> <p>As a global digital platform serving diverse users across jurisdictions, FramerSpace operates within an evolving legal environment shaped by data protection regulations, intellectual property laws, cybersecurity requirements, accessibility standards, and digital governance frameworks. The platform hosts courses, and engages multiple stakeholder groups, including learners, facilitators, moderators, and partners.</p> <p>To ensure alignment with applicable international and national legal standards, UNESCO MGIEP seeks an Individual Legal Consultant to conduct a regulatory compliance assessment and strengthen the digital learning platform’s legal architecture. Under the overall authority of the Director of the Institute and direct supervision of the National Information Technology Officer (NITO), the selected Individual Consultant will review and update key legal documents, including Terms of Service, Privacy Policies, and User Agreements; advise on intellectual property and licensing frameworks; and develop structured risk management, incident response, and content governance mechanisms.</p> <p>The Consultant will work closely with programme, technical, and administrative teams to ensure legal frameworks are practical, enforceable, and aligned with institutional priorities and operational realities.</p> <p><b>The Individual consultant will work remotely. Meetings and presentations will be conducted virtually, unless otherwise specified. Scheduled meetings will be held once every two weeks.</b></p>
<p><i>Background information on the project</i></p>	<p>FramerSpace is the digital learning platform of the UNESCO Mahatma Gandhi Institute of Education for Peace and Sustainable Development (MGIEP), UNESCO’s first education-related Category 1 Institute in the Asia-Pacific region. Aligned with UNESCO MGIEP’s mandate to promote innovative approaches to education for a more peaceful and sustainable world, FramerSpace delivers socio-emotional learning (SEL) and related competencies through interactive digital pedagogies and emerging technologies, including Artificial Intelligence, within a secure and globally accessible online ecosystem.</p>
<p><i>Scope of work, consistent with the budget</i></p>	<p>The Individual Consultant will be compensated with payments linked to the satisfactory completion and submission of deliverables as specified in the next section “<b>Deliverables with timeline (i.e., output) that must be submitted for approval</b>”. Payment will be made as per the deliverable’s timelines, submission of invoice and approval from the responsible officer of UNESCO MGIEP as per below breakup:</p> <p><b>Deliverable 1:</b> After completing deliverable 1 - 15% of Contracted Value will be paid</p> <p><b>Deliverable 2 :</b> After completing deliverable 2 - 20% of Contracted Value will be paid</p> <p><b>Deliverable 3:</b> After completing deliverable 3 - 15% of Contracted Value will be paid</p> <p><b>Deliverable 4:</b> After completing deliverable 4 - 25% of Contracted Value will be paid</p> <p><b>Deliverable 5:</b> After completing deliverable 5 - 25% of Contracted Value will be paid</p>

<p><i>Deliverables with timeline (i.e., output) that must be submitted for approval</i></p>	<p><b>Deliverable 1: Inception Report and Workplan</b>  The Consultant shall:</p> <ul style="list-style-type: none"> <li>• Conduct preliminary consultations with relevant stakeholders from UNESCO Mahatma Gandhi Institute of Education for Peace and Sustainable Development regarding the legal and regulatory landscape applicable to FramerSpace and associated digital assets.</li> <li>• Review existing policies, platform terms, governance documents, operational workflows, and prior legal assessments (if any).</li> <li>• Clarify scope, jurisdictional coverage, institutional priorities, and key legal risk areas.</li> <li>• Develop a detailed workplan outlining methodology, sequencing, stakeholder engagement plan, and reporting schedule.</li> </ul> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• Inception Report, including refined scope, methodology, preliminary risk mapping, and detailed workplan.</li> </ul> <p><b>Timeline:</b></p> <ul style="list-style-type: none"> <li>• Submission by the end of <b>Month 1 from the start date of the contract</b></li> </ul> <p><b>Deliverable 2: Regulatory Compliance Assessment</b>  The Consultant shall:</p> <ul style="list-style-type: none"> <li>• Conduct a comprehensive review of applicable international, regional, and national legal and regulatory frameworks.</li> <li>• Assess compliance of our platform/ tools with data protection, privacy, accessibility, consumer protection, intellectual property, and digital governance standards.</li> <li>• Identify compliance gaps and potential areas of legal exposure.</li> <li>• Provide prioritized and actionable recommendations with an implementation roadmap.</li> </ul> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• Regulatory Compliance Assessment Report.</li> </ul> <p><b>Timeline:</b></p> <ul style="list-style-type: none"> <li>• Submission by the end of <b>Month 3 from the start date of the contract</b></li> </ul> <p><b>Deliverable 3: Intellectual Property and Licensing Advisory</b>  The Consultant shall:</p> <ul style="list-style-type: none"> <li>• Review intellectual property considerations relating to platform content, branding, software, and digital assets.</li> <li>• Identify risks concerning copyright, trademarks, third-party content, open-source usage, and licensing structures.</li> <li>• Develop recommendations for IP protection strategies and appropriate licensing frameworks.</li> <li>• Provide guidance on ownership and contributor agreements.</li> </ul> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• Intellectual Property and Licensing Advisory Report.</li> </ul> <p><b>Timeline:</b></p> <ul style="list-style-type: none"> <li>• Submission by the end of <b>Month 4 from the start date of the contract</b></li> </ul> <p><b>Deliverable 4: Legal Documentation and Policy Framework</b>  The Consultant shall:</p> <ul style="list-style-type: none"> <li>• Draft and/or update the Terms of Service and Privacy Policy to ensure clarity, transparency, and regulatory compliance.</li> <li>• Develop and/or revise legally binding user agreements for facilitators, moderators, course creators, learners, and other stakeholders.</li> <li>• Integrate appropriate dispute resolution mechanisms, including mediation and arbitration clauses, across all agreements.</li> <li>• Ensure internal consistency and alignment across all legal documentation.</li> </ul> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• Consolidated Legal Documentation Package (ToS, Privacy Policy, User Agreements, and Dispute Resolution Clauses).</li> </ul> <p><b>Timeline:</b></p>
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	<ul style="list-style-type: none"> <li>• Submission by the end of <b>Month 6 from the start date of the contract</b></li> </ul> <p><b>Deliverable 5: Risk Management, Incident Response, and Content Governance Framework</b> The Consultant shall:</p> <ul style="list-style-type: none"> <li>• Develop a structured Legal Risk Management Framework, including mitigation strategies and compliance monitoring mechanisms.</li> <li>• Design an Incident Response Framework addressing data breaches, cybersecurity incidents, regulatory reporting obligations, and stakeholder communication protocols.</li> <li>• Develop and/or refine Content Moderation Policies to ensure legal compliance and alignment with community standards.</li> <li>• Provide operational guidelines and capacity-building materials for moderators and relevant personnel.</li> </ul> <p><b>Deliverable:</b></p> <ul style="list-style-type: none"> <li>• Consolidated Risk Management, Incident Response, and Content Governance Framework.</li> </ul> <p><b>Timeline:</b></p> <ul style="list-style-type: none"> <li>• Submission by the end of <b>Month 8 from the start date of the contract</b></li> </ul>
<p><i>Period of performance and the review/approval time required.</i></p>	<p>The duration of the contract will be 8 months from the start date of the contract.</p>
<p><i>Selection criteria, qualifications and performance or other standards the contractor must fulfil.</i></p>	<p><b>Mandatory Educational Qualification and Work Experience:</b> The Consultant must meet the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Law (LL.B. or equivalent), with demonstrated academic or professional focus in Information Technology Law, Intellectual Property Law, International Law, or related fields.</li> <li>• Minimum 5 years’ experience in legal consultancy, with expertise in IT law, digital governance, data protection, and intellectual property.</li> <li>• Proven experience drafting, reviewing, and negotiating contracts, Terms of Service, Privacy Policies, and User Agreements.</li> <li>• Familiarity with international treaties and regulatory standards related to cross-border data transfers, IP protection, and cybersecurity frameworks.</li> <li>• Strong knowledge of data protection laws, including the General Data Protection Regulation (GDPR) and Digital Personal Data Protection (DPDP) Act and other relevant privacy regulations.</li> <li>• Strong writing and communication ability in English, with the ability to present complex legal concepts clearly to non-legal stakeholders of multidisciplinary teams.</li> </ul> <p>Desirable Qualifications:</p> <ul style="list-style-type: none"> <li>• A postgraduate degree (LL.M. or equivalent) or professional certification in Information Technology Law, Data Protection Law, Intellectual Property Law, International Law, Cybersecurity Law, or a related field.</li> <li>• Experience in working across international, national, and local legal frameworks, particularly in the context of education technology, software products, web-based platforms, digital ecosystems, or non-profit and intergovernmental organizations.</li> <li>• Understanding of emerging legal issues in technology, including AI, digital learning platforms, online education ecosystems, and platform governance.</li> </ul> <p><b>Please send at least three work samples that demonstrate your experience in the</b></p>

	<b>areas outlined under the mandatory and desirable qualifications and are relevant to the scope of this assignment.</b>
<i>Technical Proposal</i>	<p>The proposal should include two 2 files containing the technical and financial proposal:</p> <p><b>TECHNICAL PROPOSAL</b></p> <ul style="list-style-type: none"> <li>• An up-to-date curriculum vitae of the Individual consultant. All supporting documents, including samples of previous work, must be in English.</li> <li>• <b>At least three work samples that indicate experience in the areas described under mandatory qualifications and are relevant to the scope of this assignment.</b></li> <li>• Submit a short narrative (up to 1,000 words) describing your relevant experience and how it demonstrates your capacity to implement and complete this assignment.</li> <li>• Methodology proposed to implement the work to be filled in the template provided in.</li> <li>• Two references, including complete contact information indicating experience in the areas described under mandatory qualifications.</li> <li>• Duly filled and signed Request for Quotation (RFQ) form (The first two pages of this document).</li> </ul>
<i>Financial Proposal</i>	<ul style="list-style-type: none"> <li>• A separate financial proposal should be submitted in PDF format.</li> <li>• The quoted fee for the assignment must be provided in INR and USD, EURO where applicable (see note below).</li> <li>• Please use the UN conversion rates given below: 1 USD = INR 94.775  1 USD = EUR 0.873  1 EUR = INR 108.562</li> <li>• Other related cost (if any).</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Please note that the contract will be executed in INR for Individuals based in India, and USD for all other countries except EU member states. Individuals submitting the proposals from EU member states may submit the budget in EURO in addition to INR and USD. The budget comparison will be made in USD for all submissions and contract maybe granted for the equivalent budget in EURO quote submitted, if an individual based in EU member state is selected for the consultancy.</li> <li>• UNESCO MGIEP may contact the bidders for clarification regarding the proposal submitted by them. UNESCO MGIEP has the right to contact the selected bidders after the process is completed and negotiate further for reducing the final financial amount before signing the contract.</li> <li>• Only shortlisted proposals would be contacted</li> </ul>
<i>Evaluation Criteria</i>	<p>The selection of the consultant will be based on the candidate’s proposal effectively meeting UNESCO MGIEP’s requirements as described in the TOR.</p> <p>The evaluation will be done on the basis of the following group of criteria: (i) Qualification, Experience and the Expertise of the individual; (ii) Quality of the Proposed Work Plan and Approach: as per the points mentioned in the Technical Proposal and Selection criteria,. (iii)</p>

	<p>Professional and Legal Competency</p> <p>The financial proposal will be evaluated for clarity, detailed cost breakdown and overall cost-effectiveness based on the criteria mentioned in the sections of Financial Proposal.</p> <p>The price/financial proposal will be opened only for offerors who have attained a minimum 70% score in the technical evaluation and will be compared for financial evaluation. The total score will be calculated by adding the points attained out of 700 in the technical evaluation and points attained out of 300 in the financial evaluation. 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 above and in the RFQ.</p> <p>For Financial Proposal: Best value-for-money approach ensuring an optimal balance between qualifications, experience, and the proposed cost. [300 points]</p>
<i>Provisions for monitoring and evaluation of performance</i>	The project officer concerned will review the timelines of the deliverables and assess the quality of the submissions and recommendations made by the consultant against each deliverable before approving the same for payments.
<i>If applicable, a detailed list of all inputs and services that UNESCO will provide the contractor, or, where applicable, that the government counterpart will provide to perform the contract</i>	<p>The link to the FramersSpace Platform is provided for reference <a href="https://www.framerspace.com/">https://www.framerspace.com/</a></p> <p>UNESCO MGIEP will share the above-mentioned documents or links for the same after the contract is executed.</p> <ol style="list-style-type: none"> <li>Associated platforms within the FramersSpace ecosystem</li> <li>UNESCO Principles on Personal Data Protection and Privacy</li> <li>UNESCO General / Online Privacy Policy</li> <li>UNESCO Access to Information Policy</li> <li>Personal data security technical guide for online education platforms" by UNESCO IITE</li> <li>Minding the data: protecting learners' privacy and security" by UNESCO</li> </ol>
Personnel (List minimum Staff required with a short description of the profile)	Not applicable for Individual consultant's contracts. Only the CV and profile of the individual consultant required, as stated above in the technical proposal (required documents) section.
<i>Eligibility requirements Select the minimum required documents for the bidder's eligibility</i>	<p><b>Individual consultant is requested to furnish documents corresponding to the following points.</b></p> <ul style="list-style-type: none"> <li>Duly filled and signed Request for Quotation (RFQ) form (The first two pages of this document).</li> <li>Please share the filled vendor form along with the proposal. <b>Kindly download the form to add the required details and share along with RFQ and proposals</b> To download the vendor form, please click on the given link: <a href="#">Vendor form for Individual</a></li> <li>ID proof such as Passport, ADHAAR (National Identification proof), Permanent Account Number (PAN issues by Income Tax of India) etc. and VAT/GST registration or equivalent, as applicable in the country of the Individual.</li> <li>Cancelled cheque or bank letter confirming the bank account details including SWIFT CODE.</li> <li>Two references, including complete contact information.</li> <li>All documents listed in the technical and financial proposal sections</li> </ul>

<i>How to Apply</i>	Interested individuals are invited to submit their Technical and Financial proposal as 2 separate PDF attachments via email (PDF password-protected for financials) to <a href="mailto:procurement.mgiep@unesco.org">procurement.mgiep@unesco.org</a> with subject line as “ <b>MGIEP/2026/PRG/RFQ/004 Request for Proposal for an Individual Consultant- FramerSpace Legal Consultant</b> ” by <b>18 May 2026, 11:59 PM Indian Standard Time</b> . <b>Any submission after the deadline will not be considered.</b>
<i>Tax Compliance</i>	Any liability arising out of non-compliance of tax regulations by the service provider will be borne and paid by the service provider and UNESCO MGIEP will not bear any such liability on behalf of the service provider.
<i>Awarding Contracts</i>	Individual Consultant will be recommended under the below conditions and methodology: The minimum required to be technically qualified is 70%. Final selection will be based on highest combined (technical and financial) scored bidders.