
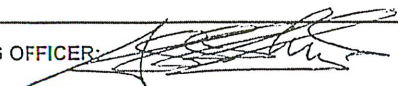


# Consultant Contract



CONTRACT NO. 43121096	AMDT #:	ALLOTMENT ACCOUNT CODE: 7090910/SC110389	ISSUING OFFICE DOC
CONTRACT ENTERED INTO BETWEEN UNICEF AND (HEREINAFTER REFERRED TO AS THE CONSULTANT) 1900815881		NAME Chua, Mel	
ADDRESS 828 1/2 Main Street 47901 LAFAYETTE, IN 47901 456 E-MAIL: mel@melchua.com		TELEPHONE NO. 847-970-8484	
<b>1. TERMS OF REFERENCE OR WORK ASSIGNMENT:</b>			
The Consultant will write a research paper on the role of technology to improve the job and education skills of young people with hearing disabilities. Please refer to the attached, detailed Terms of Reference (TOR) attached.			
<b>DELIVERABLES</b>			
Please see attached TOR.			
<b>ITINERARY, MODE(S) OF TRAVEL AND STANDARDS OF ACCOMODATION</b>			
<b>SUBSISTENCE ALLOWANCE</b>			
<b>2. DURATION OF CONTRACT:</b>			
This contract shall commence on <b>16APR2012</b> and shall expire on satisfactory completion of the services described above, but not later than <b>02JUL2012</b> , unless sooner terminated under the terms of this agreement.			
<b>THIS CONTRACT IS SUBJECT TO THE ATTACHED CONDITIONS OF SERVICE</b>			
<b>3. CONSIDERATION:</b> As full consideration for the service performed by the Consultant under the terms of this agreement the UNICEF shall pay the Consultant upon certification that the services have been satisfactorily performed/delivered.			
(A) Note: Please see the table below for details on the fee.			
A total fee of lumpsum:		CURRENCY USD 5,000.00	
(B) Where here two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNICEF instructs its bankers to effect the payment(s);			
(C) The fee is payable in installment s upon certification of satisfactory performance at each phase and acceptance of written report and submission of invoice			
<b>PHASE</b>		<b>AMOUNT</b>	
Write a Research Paper - First draft		2,500.00	
Final Draft		2,500.00	
<p>I acknowledge that I have read and accept the conditions of this contract.</p> <p>Individual Consultant (Name): Chua, Mel</p> <p>Signature:  Date: 19 Apr 2012</p> <p>AUTHORIZING OFFICER: </p> <p>On behalf of UNICEF (Name and Title): ABID ASLAM, EDITOR, DOC</p> <p>Signature: _____ Date: 13-4-2012</p>			



## CONDITIONS OF SERVICE - CONSULTANTS

## 1. LEGAL STATUS

Individuals engaged under a consultant contract serve in a personal capacity and not as representatives of a Government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor "officials" for the purpose of the Convention of 13 February 1946 on the privileges and immunities of the United Nations. Consultants may, however, be given the status of "experts on mission" in the sense of Section 22 of Article VI of the Convention. If they are required to travel on behalf of the United Nations, they may be given a United Nations certification in accordance with Section 26 of Article VII of the Convention.

## 2. OBLIGATIONS

Consultants shall have the duty to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services to be performed for UNICEF from any Government or from any authority external to the United Nations. During their period of service for UNICEF, consultants shall refrain from any conduct that would adversely reflect on the United Nations or UNICEF and shall not engage in any activity that is incompatible with the discharge of their duties with the Organization. Consultants are required to exercise the utmost discretion in all matters of official business of the Organization. In particular, but without limiting the foregoing, consultants are expected to conduct themselves in a manner consistent with the Standards of Conduct in the International Civil Service. Consultants are to comply with the UNICEF Standards of Electronic Conduct and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse, both of which are incorporated by reference into the contract between the consultants and UNICEF. Unless otherwise authorized by the appropriate official in the office concerned, consultants shall not communicate at any time to the media or to any institution, person, Government or other authority external to UNICEF any information that has not been made public and which has become known to them by reason of their association with the United Nations. The consultant may not use such information without the written authorization of UNICEF. Nor shall the consultant use such information for private advantage. These obligations do not lapse upon cessation of service with UNICEF.

## 3. TITLE RIGHTS

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the consultant. At the request of UNICEF, the consultant shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

## 4. TRAVEL

If consultants are required by UNICEF to travel beyond commuting distance from their usual place of residence, such travel at the expense of UNICEF shall be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (Chapter VII) and relevant UNICEF policies and procedures. Travel by air by the most direct and economical route is the normal mode for travel at the expense of UNICEF. Such travel will be by business class if the journey is nine hours or longer, and by economy class if the journey is less than nine hours, and first class by rail.

## 5. MEDICAL CLEARANCE

Consultants expected to work in any office of the Organization shall be required to submit a statement of good health prior to commencement of work and to take full responsibility for the accuracy of that statement, including confirmation that they have been fully informed regarding inoculations required for the country or countries to which travel is authorized.

## 6. INSURANCE

Consultants are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of UNICEF as they consider appropriate. Consultants are not eligible to participate in the life or health insurance schemes available to United Nations staff members. The responsibility of the United Nations and UNICEF is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

## 7. SERVICE INCURRED DEATH, INJURY OR ILLNESS

Consultants who are authorized to travel at UNICEF's expense or who are required under the contract to perform their services in a United Nations or UNICEF office, or their dependants as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of UNICEF while in travel status or while working in an office of the Organization on official UNICEF business to compensation equivalent to the compensation which, under Appendix D to the United Nations Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1), would be payable to a staff member at step V of the First Officer (P-4) level of the Professional category.

## 8. ARBITRATION

Any dispute arising out of or, in connection with, this contract shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

## 9. TERMINATION OF CONTRACT

This contract may be terminated by either party before the expiry date of the contract by giving notice in writing to the other party. The period of notice

shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period; provided however that in the event of termination on the grounds of misconduct by the consultant, UNICEF shall be entitled to terminate the contract without notice.

In the event of the contract being terminated prior to its due expiry date in this way, the consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNICEF. Additional costs incurred by the United Nations resulting from the termination of the contract by the consultant may be withheld from any amount otherwise due to the consultant from UNICEF.

#### 10. TAXATION

The United Nations and UNICEF undertake no liability for taxes, duty or other contribution payable by the consultant on payments made under this contract. No statement of earnings will be issued by the United Nations or UNICEF to the consultant.

UNICEF/473 (Mar./2004)



UNITED NATIONS CHILDREN'S FUND  
Supply Division/Innovation Unit and Division of Communication  
Terms of Reference for Consultants and Contractors  
Contract No.

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1) Rationale of the assignment.

*Rationale for commissioning a research paper on job and education skills for young people with hearing disabilities using technology.*

The "Programmabilities" project at UNICEF seeks to evaluate the potential for youth with hearing disabilities to master ICT skills and leverage these skills for learning and employment purposes as well as provide technology resources for their communities. Anecdotal evidence suggests that deaf individuals and others with hearing disabilities may be more suited to excel at learning computer programming and digital technology. However, more information is needed to substantiate these claims and provide greater knowledge on the topic of how technology can advance skills development for youth with hearing disabilities.

The arrangement to invite a carefully selected expert ('the Consultant') to write a research paper on the role of technology to improve the job and education skills of young people with hearing disabilities is necessary to ensure that the work reflects the latest developments, research and practice in this area of inquiry. The content of the research paper will inform the direction of the "Programmabilities" Project in terms of areas to focus on, best practices and/or initiatives to learn from, and gaps in need of further research and action.

*Rationale for commissioning Ms. Mel Chua to write a research paper on job and education skills for young people with hearing disabilities using technology.*

Ms. Mel Chua currently works at "contagiously enthusiastic" - a radical transparency consultancy. She is a writer and educator with over a decade of teaching and curriculum development experience. She has a solid track record in leadership positions at Red Hat, One Laptop Per Child, Sugar Labs, Fedora, and other Free, Libre, and Open Source Software (FLOSS) communities. Currently based at Purdue University, she bridges academic research on successful communities with extensive work and personal experience on the topic of technology and inclusive education. Ms. Chua is the author and co-author of many successful publications, including "Practical Open Source Software Exploration: How to be Productively Lost and the Open Source Way," an open source education paper among others. She is member of relevant associations, such as the American Society for Engineering Education. Ms. Chua has been a panelist for many international events thanks to her expertise in inclusive education and extensive knowledge of open source technologies. (For more information, please see Ms. Chua's CV enclosed).

2) Scope of Work:

The paper should outline the necessary steps needed in order to produce a new piece of research on young people with hearing disabilities and their best use of technology. In particular, it should analyse how appropriate technology can lead young people with hearing disabilities to be competitive in the employment market and make the best use of their job and education skills. Where possible, it should also look at how youth with hearing disabilities have translated their ICT training to improve learning, find employment and act as technology resources for their communities.

The paper needs to summarize the key issues, review the latest research and provide examples and recommendations for practical solutions. It should offer a new angle on issues of inclusive job and education skills for young people with disabilities incorporate recent innovative and/or effective practical examples, and outline (actual and necessary) policy developments in this area. The paper should not merely be a reproduction of previous publications.

Target population: young people with hearing disabilities.



## Key questions

Research questions to be addressed in this paper:

- How can personal computing and internet technologies assist with improving the educational and employment skills of young people with hearing disabilities?
- Based on the research framework (see attached), what are some concrete and useful examples, (i.e. studies, practical ideas and resources) to define the "state of the Art" on the use of personal computing and internet technologies for job skills training for the target group/population, particularly those in the developing world? (e.g., For a good reference, see the Emerald Hill School, a school for deaf children located in Harare, Zimbabwe).
- What are the major barriers / obstacles (e.g. economic, social, accessibility) in using ICT to improve the educational and employment skills of the target group/population?
  - What shortcomings in access to ICT does this group face in comparison to others?
  - What are the main elements of the "digital divide" between this group and other groups and what major factors contribute to this divide?
- What opportunities exist for improving the educational and employment skills of young people with disabilities via ICT?
  - What has been achieved in this area?
  - What can we learn from failures and successes of similar projects in this space?
  - What models can we look towards for scaled implementation and policy?
- What evidence exist to show that youth with hearing disabilities have been able to translate their ICT training to improve learning, find employment and act as technology resources for their communities?
  - In what ways can access to digital technology offer young people with hearing disabilities new social and economic opportunities?
- Which specific technical skills can be easily transferred to make the target group/population the most competitive in the employment market? Give some examples of professional skills taught to young people with hearing disabilities.

## Style and presentation

This work by Mel Chua will be licensed under a Creative Commons Attribution-ShareAlike 3.0 Unported License. The research paper needs to navigate through the literature and debates on inclusive education for young people with hearing disabilities in a manner comprehensible to an audience that is knowledgeable about child rights issues and is familiar with technologies but not expert in those particular areas. Although the paper should refer to the latest research and debate and offer a new angle. The paper should be written with this audience in mind and use lively and engaging language, free of discipline-specific jargon. Key terms should be clearly defined.

### Responsibilities:

The Consultant is required to:

- Develop and submit an outline of the paper by ~~10 April~~ <sup>7 May</sup> 2012. A skeleton outline with headings and subheadings is sufficient.
- Produce and submit a first draft of the paper by ~~7 May~~ <sup>4 June</sup> 2012.
- Ensure that the research quality adheres to the highest scholarly standards and only up-to-date, reputable sources are cited.

Dates adjusted as discussed w/ Laura Tedesco + Chris Fabian  
due to late contract start.

- Not to plagiarize. Verbatim copying of information from sources is plagiarism and will not be accepted by SD and DOC/UNICEF.
- Be responsible for answering any questions and making revisions as requested by SD and DOC/UNICEF.
- Submit the final paper in a professional form s/he would be satisfied with, substantively and stylistically, for publication.
- Communicate with SD and DOC/UNICEF in advance (i.e. minimum one working week) if there are any foreseeable delays on the part of the Consultant delivering the paper on time.
- Reference all sources by using full footnotes and a bibliography. Where appropriate, provide weblinks to sources cited in the discussion paper to enable fact-checking.

2) **Tangible and measurable outputs/deliverables of work assignment:** (e.g. end products)

- A professional draft paper will be delivered to SD and DOC/UNICEF on time
- The research content of the paper will be original, evidence-based and up-to-date
- All sources used in the paper will be properly referenced with footnotes, as outlined in UNICEF's style guide.
- All drafts will be submitted electronically, unless otherwise stated
- The final draft will be of professional quality (i.e. publishable format)
- This work will be licensed under creative commons license

3) **Delivery dates and details of how the work must be delivered:**

- All draft materials will be submitted electronically to Mr. Christopher Fabian ([cfabian@unicef.org](mailto:cfabian@unicef.org)), SD/UNICEF.
- The word count of the paper will be at least 3,000-5,000 words
- Format: MS Word Document Format, Arial Font, Font size 12
- Timeline:
  - Tuesday, 10 April 2012 (provide outline/skeleton of paper)
  - Monday, 7 May 2012 (draft 1)
  - Monday, 11 June 2012 (final paper)

7 May  
4 June  
2 July

4) **Duty Station:**

Home-based Consultancy

5) **Travel:**

Travel is not required as part of this assignment

6) **Supervisor and timeframes for reviewing milestones and performance:**

The Consultant's milestones and performance will be supervised by Christopher Fabian ([cfabian@unicef.org](mailto:cfabian@unicef.org)), Innovation Unit/Supply Division/UNICEF, with DOC oversight

Draft TOR	28 February 2012	COMPLETED
Contract consultant and refine TOR	22 March 2012	
Outline of paper	10 April 2012	7 May 2012
First draft of paper	7 May 2012	4 June 2012
Final draft of paper	11 June 2012	2 July 2012

7) **Performance indicators for evaluation of results:** (e.g. timeliness, value of services rendered in relation to their costs, etc.)



- Quality product (i.e. professional paper)
- Paper answers research question(s)
- Content of the paper addresses the scope of work
- Proper referencing of sources used in the paper
- Follows UNICEF's referencing style
- Copies of cited references are provided with paper
- Delivered on time
- Delivered in the format requested

8) **Qualifications or specialized knowledge/ experience required:**

The Consultant should possess the following credentials:

- Be a prominent expert or researcher in the field of Technology, inclusive education for young people with hearing disabilities
- Be able to write in her/his area of expertise
- Demonstrate that s/he has undertaken similar analyses, research or writing exercises in the past (e.g. CV, relevant work experience, publication records)
- Be able to communicate complex trends and concepts in simple, clear, engaging language
- Be able to provide practical recommendations for policy and programming for young people with hearing disabilities
- Be able to work under pressure and meet tight deadlines
- Be familiar with rights of people with disabilities

9) **Payment Terms:**

UNICEF recourse in case of unsatisfactory performance:

*Payment will only be made for work satisfactorily completed and accepted by UNICEF.*


- **Overall payment: \$5,000.** Allocated as follows:
  - **First Draft:** \$2,500 or 50% of payment will be paid upon acceptance of the draft paper (due on ~~7 May~~ 2012) 4 June 2012
  - **Final Draft:** \$2,500 or 50% of payment will be paid upon acceptance of the final paper (due on ~~11 June~~ 2012) 2 July 2012

Signature:   
Approving Officer

Date: 27-3-2012

Signature:   
Supervisor of Contract

Date: 9 MAR 2012

Signature:   
Consultant/Contractor

Date: 19 APR 2012