



Call for Quotations

Preschool Teachers Apply Language-Rich Teaching Skills and Knowledge (TALK)

Emergent literacy assessment tool creation and research assignment

Deadline for proposals: 31 January 2023

Summary

VVOB is seeking a partner(s) to: (1) research language development/emergent literacy assessment tools in the field of early childhood education (ECE); (2) design (or adapt) and validate the (chosen) assessment tool for emergent literacy; and (3) use this tool to measure the impact of the TALK intervention on children's emergent literacy development. This tool ought to be highly contextualized to Vietnam (both context and language), easy to use, and effective in measuring the growth of specific emergent literacy skills over time. We foresee that the consultancy will consist of different research/data collection methods:

- A thorough **literature review** on language assessment tools, with a specific focus on the South-East Asian context.
- The development (or adaptation) of a valid and reliable language development tool for ECE in Vietnam, otherwise defined as **testing the psychometric properties**, that should at least measure the growth of language and emergent literacy skills over time.
- **Repeated cross section data collection of preschool children in ethnically diverse regions in Vietnam** using the tool.
- **Impact analysis** to empirically investigate the effects of the TALK intervention on children's emergent literacy development.

Description	A repeated cross-sectional study on the impact of the TALK intervention on language development among preschool children in ethnically diverse regions of Vietnam
Time Period	2022-2026
Location	Project based in Vietnam. Applicants can apply individually or in a consortium with other relevant and interested partners. Partners in the consortium can be located remote but with contacts for data collection in Vietnam.
Budget range	86,000 – 96,000 EUR
Data collection approval	Applicants are responsible to acquire official approval for data collection in Vietnamese preschools.

This assignment connects with a broader impact research that is conducted by the Vietnam Institute of Educational Sciences (VNIES). The consultant(s) is therefore also expected to collaborate closely with VNIES to support the complex data analysis involved in the overall impact research regarding holistic child development. This other impact research conducted by VNIES is presented in this document. Doing so, the consultant(s) can connect both parts of the research, namely: language development and holistic child development. Applicants can apply individually or in a consortium with other relevant and interested parties. If the applicant(s) is/are applying in a consortium, only one proposal should be submitted. It should be clear on the division of responsibilities within the consortium. **An intention to submit and any questions related to this call can be directed to Ms. Hang Vu Thi Thu (MEAL Advisor; hang.vtt@vvo.org) and Ms. Thanh Huong Nguyen (Project Coordinator, huong.nt@vvo.org).**

Annexed to the presentation of this assignment, please find:

- Annex A: The procedures and conditions of this assignment, including the submission process, selection criteria and terms and conditions.
- Annex B: Price list(s) to be completed and included in the proposal.
- Annex C: The service contract, which will be signed upon award of the contract.
- Annex D: Declaration of honour to be signed and included in the proposal.

Important notification: Interested service providers are encouraged to inform VVOB of their intention to submit by contacting Ms. Hang Vu Thi Thu (MEAL Advisor; hang.vtt@vob.org) and Ms. Thanh Huong Nguyen (Project Coordinator, huong.nt@vob.org) before **13 January 2023**. This is also the deadline to send questions about the call for quotations, by email only, to Ms. Hang Vu Thi Thu. There will be an information session on **6 January 2023** to answer questions and all additional answers will be sent by **15 January 2023** to anyone who has expressed interest. **Full proposals should be submitted no later than 5pm (GMT+7) by 31 January 2023.**

List of abbreviations

EAP-ECDS	East-Asia Pacific Early Childhood Development Scales
ECE	Early childhood education
EL	Emergent Literacy
ELDS	Early Learning Development Scales
LRLE	Language Rich Learning Environment
MOET	Ministry of Education and Training
TALK	Preschool Teachers Apply Language Rich Skills and Knowledge
VNIES	Vietnam Institute of Educational Sciences

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Technical specifications of the call for quotations

Background to the consultancy

About VVOB

Founded in 1982, VVOB is a non-profit organization with 40 years of experience in improving quality education systems from a rights-based perspective. VVOB currently has long term partnerships with education actors in eight countries in the Global South (Cambodia, Ecuador, Kenya, Rwanda, South Africa, Uganda, Vietnam, Zambia) and in Belgium.

In close partnership with Vietnam's Ministry of Education and Training (MOET), VVOB Vietnam supports teachers and school leaders to create environments which promote reflection, innovation and inclusivity with the goal of improving learning outcomes for all students. To realize its objective, VVOB focuses on capacity development of its strategic and operation partners: ministries of education and institutions facilitating professional development of teachers and school leaders.

In Vietnam, VVOB works to improve quality education in the early childhood (ECE) and primary (PE) sectors focused on playful learning, language rich learning environments, and blended learning. More information about VVOB Vietnam's programme can be found [here](#). This Call for Quotations is part of the '**Preschool Teachers Apply Language-Rich Skills and Knowledge**' (TALK) programme 2022-2026 which aims improve the quality of language teaching and effective school leadership in the early childhood sector, particularly in the ethnic minority regions of Vietnam.

Language development in ECE in Vietnam

Years spent in ECE is a major predictor of better cognitive outcomes in early adolescence (Rogers, 2019). With a 99% enrolment at the age of 5 (and the ambition to extend this to the age of 4) in schools that have the facilities and the teachers to accommodate them, Vietnam has enormous potential to leverage education to truly be the 'great equaliser' it can be. Despite high ECE enrolment rates, there are large disparities in learning outcomes particularly for ethnic minority students.

In a context of uneven but fast economic development (happening mostly in the industrialised lowlands or the high-yield agriculture zones in the more accessible mountainous areas) there is a real risk that certain groups will be left behind. Children from ethnic minority groups are particularly vulnerable and challenges in improving learning outcomes for disadvantaged children remain.

The VVOB Impact baseline (2019), using the East-Asia Pacific Early Childhood Development Scale (EAP-ECDS), shows that Kinh children score significantly higher compared to non-Kinh children (language and ethnic group) on total EAP-ECDS score (31.19 vs 16.13) which comprises of 7 development domains, namely: cognitive development (7.06 vs 3.43), language and emergent literacy (3.97 vs 2.80), health hygiene and safety (5.8 vs 2.14), cultural knowledge and participation (5.84 vs 3.9). 3-year-old children attending main school score higher than children in satellite schools in social-emotional development, language and emergent literacy, health hygiene and safety and total EAP-ECDS score. This confirms the 2014 scores on the Early Childhood Development index which shows ethnic minority children score significantly lower overall, but particularly on literacy and numeracy. Regionally, children in the northern mountains, central highlands and southeast region score lower than their peers in the Mekong (Ho Chi Minh City and Can Tho), Red-River Delta (Hanoi) or central coastal areas (Da Nang).

This creates a learning gap between non-Kinh and Kinh children which the current teaching practices are not apt to bridge for ethnic minority groups to catch up. One of the major contributors to the difference in learning outcomes is the absence of teachers' skills to offer a language-rich learning environment that helps children acquire the language of instruction (Vietnamese) in an age-appropriate manner.

In the remote mountainous areas, class groups often consist in majority of children for whom the language of instruction (Vietnamese) is not the home language. Most teachers in Vietnam are native Vietnamese speakers and many teachers, even in the ethnically diverse regions, cannot speak the local language(s). Teachers are highly motivated but lack the specific pedagogical skills needed for this environment, they often fear change (that is not explicitly mandated) and therefore keep to traditional teaching practices. A restrictive interpretation of the official policy of teaching Vietnamese for Ethnic Minority Children leads to applying teacher directed approaches in classes, with limited meaningful and language rich interactions that are essential for language development.

Extensive research globally has shown the benefits of multilingual education in the early childhood setting and some organizations have conducted multilingual education programmes in ethnically diverse regions in Vietnam, however; there is a major challenge due to the number and diversity of the ethnic minority languages. With fifty-three different languages in Vietnam, many that do not have written script, multilingual education is a challenge that is currently being explored by MOET and other partnering organizations. However, in order to support the system as it currently is, and in line with the MOET's policy of strengthening Vietnamese for ethnic minority students, VVOB Vietnam has developed a 5-year programme focused specifically on strengthening teachers' skills to create language rich learning environments where students from all language backgrounds can be successful.

The TALK programme

Through the 5-year TALK programme (2022-2026), VVOB Vietnam will work closely with MOET as well as the ECE network at the provincial level which includes provincial and district officials as well as select school leaders and teachers, to capacitate them (as the duty bears) in effective language teaching as well as school leadership. TALK seeks to improve the holistic development of ECE children in ethnically diverse regions of Vietnam, specifically focusing on their language development outcomes. To do this, VVOB Vietnam will implement a three-tiered approach:

1. Capacity development on emergent literacy, language rich learning environments and process-orientated child monitoring
2. Capacity development on effective school leadership
3. **Impact research on the effect of the TALK programme**

This call for quotations specifically will focus on point 3: Impact research on the effects of the TALK programme. This contract will form part of the already in process impact research for TALK. The impact research will consist of the following components:

Part 1: Quantitative research using the East-Asia Pacific Early Childhood Development Scales (EAP-ECDS) to measure the impact of the intervention on 4- and 5-year-old children.

Part 2: Tool development and repeated cross-sectional study using new language development tool to measure more specifically the interventions impact on language growth over time in preschool (3–5-year-old) children.

**The following section outlines part 1 of the overall TALK impact research. Part 1 is only presented here for reference. The selected partner will work only on Part 2; which is discussed in the section below on Description of the research assignment.*

Background to part 1: Quantitative research using the EAP-ECDS

Part 1 will be carried out primarily by VNIES. A brief overview of this part of the research is described here for the reader's reference to understand how the two parts come together of the overall impact research. More information will be provided upon contracting.

Research design and questions

The proposed research will:

- be quantitative
- collect original data using an established and validated data collection tool (EAP-ECDS)
- use stratified cluster sampling
- be correlational (investigating the relationship between variables)

Primary Research question:

1. What is the **impact of the TALK intervention** on the **holistic development** (based on the 7 domains of the EAP-ECDS), and in particular, on **language development and emergent literacy** of preschool children (age 4-5) in disadvantaged, ethnically diverse districts in Vietnam?

TALK intervention:

- *Capacity development on effective TPD delivery by school leaders*
- *Preschool teachers applying POM and LRLE/EL*

Secondary questions:

2. What is the **relationship between** the holistic development of children (according to EAP-ECDS) and the emergent literacy scores (using the new tool)?
3. What is the difference impact of capacity development for **satellite schools versus main schools** on holistic development (among others), in particular, language development (EAP-ECDS)?
4. How does capacity development impact the holistic development, in particular language development differ **between ages 4, 5?**
5. How does capacity development impact the holistic development, in particular language development and overall school readiness differ **between cohort 1 and cohort 2? (Cohort 1- Longer TALK intervention, cohort 2- shorter TALK intervention)**

Data Collection

The EAP-ECDS are designed to measure the holistic development of children aged 3 to 5, by assessing seven domains: (i) cognitive development, (ii) socio-emotional development, (iii) motor development, (iv) language and emergent literacy, (v) health, hygiene, and safety, (vi) cultural knowledge and participation, and (vii) approaches to learning. The scales are a culturally appropriate instrument for assessing the development of child populations aged 3-5 years in countries in the East-Asia and Pacific region (Rao et al., 2015). The scales are likely to become a means for tracking progress towards SDG 4.2.1 in the region, including in Vietnam.

Needs analysis

Despite the EAP-ECDS being a highly relevant tool and containing a component that measures language and literacy, there still exists a need for a tool to look in more detail at the growth of certain emergent literacy skills. The EAP-ECDS provides us with an overview of language development but does not show the differences in development between 3-, 4-, and 5-year-old children. We are interested in seeing those changes between years in early childhood and the development of specific emergent literacy

skills. In order to effectively measure the impact of the TALK programme, a programme focused on emergent literacy and language development, we need a tool designed specifically for this. Because of this, we are proising Part 2 of the research and the development (or adaptation) of a language assessment tool to provide us with a more nuanced view of the language growth that the EAP-ECDS cannot provide us with.

Description of the Research Assignment: Language development tool and research (Part 2)

Research objective

Objective: VVOB is seeking a partner(s) to (1) research language development/emergent literacy assessment tools in the field of early childhood education (ECE); (2) design (or adapt) and validate the (chosen) assessment tool for emergent literacy; and (3) use this tool to measure the impact of the TALK intervention on children’s emergent literacy development. This tool ought to be highly contextualized to Vietnam (both context and language), easy to use, and effective in measuring the growth of specific emergent literacy skills over time.

As part of the TALK-programme, we aim at developing an assessment tool specifically focused on **language and literacy development** that allows us to measure the impact of the TALK programme in terms of language development and emergent literacy skills of students¹. **This tool will be able to measure the progress of language development and emergent literacy skills for ECE children in Vietnam. It will, in the next step, allow the periodical collection and analysis of children’s language development and emergent literacy skills in order to assess the contribution of TALK interventions.**

Considering that majority of the students participating in the assessment are from ethnically diverse communities and may not yet be proficient in Vietnamese, this tool should be highly contextualized for the Vietnamese context and language. Eventually, VVOB has the aspirations that this language assessment tool could assist teachers with periodical observations of children in their class henceforth give tailored support that answers to the needs of the children and helps them improve. For that reason, the tool must be teacher friendly. This data collection will however not be done by teachers at this time. To ensure validity of the data the collection will be done by the selected consultants.

Furthermore, the TALK intervention specifically will target the skills that teachers need to create language rich learning environments focused on developing students’ emergent literacy skills while respecting and valuing their home language and culture. This research will provide us with information on how effective this intervention is at capacitating teachers, and in turn, improving the learning outcomes of students.

Research Questions

The research questions for this study are similar and in line with the research questions for Part 1 (see background to consultancy).

¹ Vietnam’s Ministry of Education is in the process of rolling out new 5-year-old standards, known as the ELDS, that have a language development and emergent literacy section. These standards were developed with the intention of being a summative assessment tool for “primary school readiness”, a marker for 5-year-old children. This could be consulted during the development of the tool. However, due to the ELDS being quite a new tool, being primarily a school readiness summative assessment, and measuring only 5-year-olds, it will not be included as the main tool in our impact research.

Main research question:

1. What is the impact of **the TALK intervention**² on **language development and emergent literacy**³ of preschool children (age 3 to 5) in disadvantaged, ethnically diverse districts in Vietnam.

Sub-research questions:

- 1.1 What is the relationship between the language development/EL outcomes and the holistic development of children (EAP-ECDS)?⁴
- 1.2 How do language development/EL outcomes differ among ethnic groups?
- 1.3 How do language development/EL outcomes differ between main and satellite schools?
- 1.4 How do language development/EL outcomes differ in reference to the background of teachers (demographics, years teaching, qualifications)?

Research design and sampling

Research Design

We identify a varied set of research and data collection methods, including a **literature review** on tools regarding language development and emergent literacy skills, the **testing of psychometric properties** of the designed (or chosen tool from the previous literature), a **repeated cross section data collection** and corresponding **impact analysis** to estimate the effectiveness of TALK in terms of language development and emergent literacy skills. The impact analysis can benefit from the general impact studies conducted by VNIES on holistic child development (see Background to consultancy section), implying that the analysis can benefit from a baseline and post-intervention measurement among a treatment and control group.

With the assumption that several conditions remain unchanged, such as conditions of geography, economy, and social features, and given that children are at same level of development at baseline, midline, and endline study, while one group received the TALK programme and the other group not, the detection of changes over time in the treatment group versus the control group can indicate the impact of TALK.

As follows we will explain in-depth the possible repeated cross section sampling and possible sample sizes.

Repeated cross section sampling

Because we cannot control the availability of the same children for a long period of time, i.e., three years from 2023 to 2025, a repeated cross-sectional study should be adopted for this research⁵. This implies that cross-sectional survey data can be collected at two different points in time from two different groups of children. Repeated cross-sectional data are created where a survey is administered to a new sample of participants at successive time points⁶.

² Language rich learning environments and POM capacity development trajectories

³ *Focus on emergent literacy skills (pre reading, pre-writing, receptive and productive language; specific components to VN language development*

⁴ For this sub question, the consultants will need to collaborate with VNIES and work with the EAP-ECDS dataset (that VNIIEs are in charge of collecting and analysing in the study using EAP-ECDS tool).

⁵ Depending on the interests of the consultant, it is possible that longitudinal tracking could also be applied for a small number of children, namely, the youngest ones at the first measurement point. This option can be proposed in the submission and/or discussed with the consultant and VVOB.

⁶ Source: UK Data Service, Analysing change over time: repeated cross sectional and longitudinal survey data, Link website: <https://ukdataservice.ac.uk/media/455362/changevertime.pdf>.

The consultant will be expected to acquire official approval for data collection in Vietnamese preschools. This usually requires close collaboration with a Vietnamese partner who can have access to the schools and be able to conduct the data collection.

Research population

Selection of research provinces and districts

For this multiyear TALK programme (2022-2026), VVOB Vietnam will work in 15 disadvantaged districts of 3 target provinces: Gia Lai, Quảng Trị and Điện Biên in two cohorts: cohort 1 with 6 districts starting the activities in 2022 and cohort 2 with 9 districts entering the operation in late 2023.

For this research, in line with the research using EAP-ECDS, we will look at two provinces, namely Gia Lai and Quang Tri. There are two cohorts in total that will receive the TALK programme. **We will use only the second cohort for this part of the research.** In each province we will select 2 districts (total n = 4), of which 1 district receives VVOB treatment from 2023 (cohort-2 district), and 1 district does not get VVOB treatment (control district). To ensure the convergence in geographic, economic, and social conditions with the sample of the EAP-ECSD research, which will allow a comparison of outcomes at the end of the project, we select the same districts with the EAP-ECDS study (part 1 of TALK impact research).

Name of districts:

Provinces	Intervention 2 (cohort 2)	Control district
Gia Lai	Chu Pah	Kong Chro
Quang Tri	Cam Lo	Trieu Phong

Selection of schools

In each district, including cohort-2 districts and control districts, we select a fixed number of schools, and the specific schools will be selected randomly using a web-based tool. Given that the chosen districts are located mostly in mountainous areas, many schools have a low number of enrolled children, while the smallest size of a quantitative sampling is 377 (confidence level of 95% and margin of error of 5%), it is necessary that the number of schools varies from 3 – 5 to support the collection of data. Using [Research Randomizer](#), we got the number of 4 schools per district. That makes up the total number of 16 schools for each data collection point.

From the list of schools of each district, we will randomly select 4 schools using the web-based random selection tool. Since the number of 3-year-old kindergarten children may be limited, we will also randomly select two schools per district for back-up in case we don't have enough sample in the other four schools.

Number of sampled schools

Province	Intervention 2 (receiving VVOB treatment in 2024)	Control district (receiving VVOB treatment in 2026)
Gia Lai	Chu Pah (4 schools)	Kong Chro (4 schools)
	School #1	School #1
	School #2	School #2
	School #3	School #3
	School #4	School #4
Back-up	School #5 School #6	School #5 School #6
Quang Tri	Cam Lo (4 schools)	Trieu Phong (4 schools)

	School #1 School #2 School #3 School #4	School #1 School #2 School #3 School #4
Back-up	School #5 School #6	School #5 School #6

Selection of children

The sample size of children will be calculated based on total children beneficiaries of the project (175,751). This will give the project the possibility to make general statements and communicate about the results broadly. Using a Raosoft (<http://www.raosoft.com/samplesize.html>) sample size calculator, providing a confidence level of 95% and a margin of error of 5%, we obtain a sample size of 377 children for each measurement at baseline, midline, and endline. However, to evenly distribute among 16 schools, the final sample size taken is 400 for each measurement point (total n = 1,200). The number of children in each school is 25.

Therefore, in each measurement point, the number of children of each group will be as follows:

- 200 children in cohort 2 districts (receiving VVOB treatment from 2023)
- 200 children in control districts (receiving no VVOB treatment)

To avoid bias, we will use stratified sampling to select children in each preschool to participate in the research. In each school, we first get the lists of children in the age of examination in both of main school and satellites. The children will be placed in groups according to ethnicities. From each group, we calculate the specific number of children based on their proportion to ensure the representative.

The same sampling approach will be repeated for midline & endline; meaning we measure different children for each assessment, with the rationale that with similar social economic situations in three selected districts, the outcomes can be comparable between treatment and control groups.

A first assessment will be done in October 2023, which will form the baseline of the cohort of experimental 2 and control groups. The midline will be conducted in May 2024, and endline will be carried out in May 2025.

Number of sampled children

Province	Intervention 2 (receiving VVOB treatment in 2024)	Control district (receiving VVOB treatment in 2026)
Gia Lai	Chu Pah (4 schools)	Kong Chro (4 schools)
	School #1 (25 children)	School #1 (25 children)
	School #2 (25 children)	School #2 (25 children)
	School #3 (25 children)	School #3 (25 children)
	School #4 (25 children)	School #4 (25 children)
Back-up	School #5 School #6	School #5 School #6
Quang Tri	Cam Lo (4 schools)	Trieu Phong (4 schools)
	School #1 (25 children)	School #1 (25 children)
	School #2 (25 children)	School #2 (25 children)
	School #3 (25 children)	School #3 (25 children)
	School #4 (25 children)	School #4 (25 children)
Back-up	School #5 School #6	School #5 School #6

Data Analysis

The tool developed within this research will be used to collect and analyse data on language development and EL outcomes. The goal is that this tool allows us to:

- Study changes in children's (from 3-5 years old) development in language and emergent literacy over time as well as differences and similarities in associated patterns of growth or decline;
- Compare the rates of change in children's development in language and emergent literacy over time among experimental group and control group;
- Compare the rates of change in these variables across several subpopulations, and/or examine the correlates and predictors of growth in ability (e.g., compare changes among children with Vietnamese as home language with children with a different home language, compare changes among Kinh children with children of minority ethnicities, compare changes among girls with changes among boys, find out which students exhibit the fastest development).

Zero hypothesis (H₀): VVOB intervention does not lead to better outcomes (language development and emergent literacy) of 3 to 5-year-old preschool children in Vietnam.

Alternative hypothesis (H₁): VVOB intervention leads to a significant increase of outcomes (language development and emergent literacy) of 3 to 5-year-old preschool children in Vietnam.

Independent variable: VVOB intervention.

Dependent variable: language development and emergent literacy with 3-5-year-old preschool children in Vietnam.

Interfering variables/covariates:

Time-invariant covariates	Time-varying covariates
Province	Period in time
District	Time spent in class with VVOB intervention
School	Perceived special education needs or learning difficulties
Class	
Type of school child is attending (satellite vs main)	
Child's age in months	
Child's number of months in preschool	
Child's gender	
Child's ethnicity	
Child's main home language	
Teacher's ethnicity	
Teacher's age	
Years/months of teaching with teachers	

Milestones, Deliverables and Timeframe

Milestone 1: Research on assessment language tools

- Deliverable 1.1: Thorough literature review of international language assessment tools (English)
- Deliverable 1.2: Review current language assessment tools (comparative analysis) being used in VN and the SEA region (English)
- Deliverable 1.3: Research design proposal (English)

**Deliverable 1.1 and 1.2 can be combined into one report submitted to VVOB.*

Milestone 2: Language assessment tool development and testing

- Deliverable 2.1: Assessment tool created and tested (including resources for tool, forms, draft manual, etc.). (English and Vietnamese)
- Deliverable 2.2: Report #1 on initial design and testing
- Deliverable 2.3: Redesign of tool based on testing
- Deliverable 2.4: Report #2 on the redesign of tool
- Deliverable 2.5: Final user's manual of tool created

Milestone 3: Data collection and analysis

- Deliverable 3.1: Baseline data collection and analysis, Report #4
- Deliverable 3.2: Midline data collection and analysis, Report #5
- Deliverable 3.3: Endline data collection and analysis
- Deliverable 3.4: Final report (#6)

Activities	Dates	Description/Deliverables
The evidence partner investigates relating documents and develops the research proposal and plan	February – March 2023	Deliverables 1.1 & 1.2 Review of language tools (Internationally and in the region)
Finalization of research proposal and plan with confirmation of Vietnamese partner	March 2023	Deliverable 1.3: A research proposal and plan by the Evidence partner, with written proof of cooperation with a Vietnamese partner, submitted and approved.
Development of the tool for assessment of children language development and emergent literacy	Apr 2023	Deliverable 2.1 Assessment tool created and tested (including resources for tool, forms, draft manual, etc).
Testing of the tool for assessment of children language development and emergent literacy	May 2023	
Finalization of the tool for assessment of children language development and emergent literacy	Jun – Jul 2023	Deliverable 2.2: Report #1 to VVOB on tool creation and explanation of the tool. Presentation of tool to VVOB.

Editing and redesign of tool based on feedback and testing phase.	August 2023	Deliverable 2.3 & 2.4 Redesign of tool based on testing and brief report #2 on the redesign of tool
Final users guide and manual for tool created.	September 2023	Deliverable 2.5 Final user's manual of tool created
Data collection	Baseline/Midline/Endline (dates to be determined with team)	Collect data using the tool Adequate and quality data submitted by the end of each assessment day. Assessors reflect issues, lessons learnt from each day to field supervisors, and lead researchers. Deliverable: Report on data collection in each province submitted after each trip.
Data processing and analysis	One month after data collection	Deliverable: A clean database of the research which can be analyzed by experts and can be extracted for sharing.
Draft research report including raw data, technical report, preliminary findings	One month after data processing	Deliverable: A draft report based on data analysis approved by VVOB. A report framework agreed by VVOB.
Consultation workshop with research team on preliminary findings	Within 2 weeks after the report submitted	Deliverable: Workshop notes submitted by the evidence partner.
Final research report	2 weeks after the consultation workshop	Deliverable: Final report; database; videos and pictures. Research lead and coordinator will prepare report, VVOB will review.

ANNEX A: Administrative specifications of the call for quotations

PUBLIC PROCUREMENT

Reference VVOB_2022_008

Object : Call for research assignment for VVOB Vietnam
Services

PROCEDURE

Negotiated procedure without publication but with announcement

1. CONTRACTING AUTHORITY and CONTACT

VVOB, non-profit association with company number 0423.616.717, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium)

This call will be followed up by Ms. Kelsey Carlton (Strategic Education Advisor), Ms. Hang Vu Thi Thu (Monitoring, Evaluation, and Learning Advisor), Dr. Sofie Cabus (Global Strategic Research Advisor) and Thanh Huong Nguyen (Project Coordinator).

- Contact persons for questions about this call: Ms. Hang Vu Thi Thu (Monitoring, Evaluation, and Learning Advisor) and Ms. Thanh Huong Nguyen (Project Coordinator, huong.nt@vjob.org). Please cc all communications to the following email: procurement.vn@vjob.org.
- Procedure questions: Please send to procurement.vn@vjob.org

Any questions can be sent by email to the contact person, by mentioning the reference of the call for quotations in the subject of the email. Spoken communication is only permitted to communicate other messages than those referring to the documents of the call or to the quotation, on the condition that sufficient proof is kept of the verbal communication (e.g. a written note, recording, transcript, summary, etc.).

2. SUBJECT-MATTER OF THE PROCUREMENT

This procurement is not divided into lots and is not subdivided in fixed and conditional parts. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

The contract is described in the following annexes :

- Annex A : Technical specifications or Procedures and conditions
- Annex B : Detailed pricelist to complete
- Annex C : Service Contract
- Annex D : Declaration on honour

3. IMPLICIT DECLARATION OF HONOUR, COMPLIANCE AND INTEGRITY OF BIDDERS

In accordance with Article 39 of the Royal Decree, the fact of submitting an offer constitutes an implicit declaration on honour that the bidder is not in one of the situations of exclusion referred

to in Articles 67 to 69 of the Law (Belgian Law of 17 June 2016 on public contracts (Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public contracts in the conventional sectors (Belgian Official Gazette of 9 March 2017).

a. Compulsory grounds for exclusion

The contracting authority shall, at any stage of the procedure, exclude the bidder from participation in the award procedure if it is established that the bidder has been convicted through a final judgment on the merits for one of the following offences:

- i. participation in a criminal organisation,
- ii. corruption
- iii. fraud
- iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
- v. money laundering or terrorist financing,
- vi. child labour and other forms of trafficking in human beings
- vii. employment of illegally staying third-country nationals.

Evidence to be submitted by the bidder :

-Declaration on honour in ANNEX D

b. Exclusion ground relating to tax and social security debts

At any stage of the award procedure, the contracting authority shall exclude the participation of a bidder who does not fulfil his obligations relating to the payment of taxes or social security contributions.

Evidence to be submitted by the bidder : Declaration on honour in ANNEX D

c. Compliance with VVOB's Codes of Conduct

Compliance with VVOB's Codes of Conduct is extremely important to the contracting authority. Any bidder found to be in default on this point will be automatically excluded from the procedure.

The bidder will conduct itself at all times in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child protection policy and (iii) VVOB's Youth protection policy (hereinafter the Codes of Conduct). The Codes of Conduct form part of VVOB's Integrity Policy, which can be consulted at www.vvob.org.

The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.

In case of credible accusations that the bidder or one of its staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.

VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

Evidence to be submitted by the bidder : declaration on honour in ANNEX D

d. Compliance with Sanctions Laws

The bidder represents and warrants by submitting an offer that neither it nor any personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's

Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the “Sanctions”)

- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Evidence to be submitted by the tenderer : declaration on honour in ANNEX D. By submitting their offer, the bidder and the head of organization of the bidder give their express consent to a vetting of the person or legal entity and head of the organization and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

e. Compliance with United Nations regulations

The bidder declares by submitting an offer that he complies with all applicable laws, rules and regulations; industry standards; ILO and UN conventions, including but not limited to the UN Universal Declaration of Human Rights; the UN Convention on the Rights of the Child; the UN convention on Elimination of Discrimination against Women; the UN Global Compact; the UN Convention against Corruption and the OECD Guidelines for Multinational Enterprises.

Evidence to be submitted by the tenderer: declaration on honour in ANNEX D

4. QUALITATIVE SELECTION CRITERIA

: For bidders who are not registered in Vietnam.

The consultant must have previous collaboration with (or intent to collaborate with) with a Vietnamese organization, research team or consultant specifically on a project related to Vietnam (preferably education).

- a. Proof of previous collaboration (from within the last 5 years) with a Vietnamese organization or consultant, with dates (to-from), titles and clients (references) and proof of the local organizations/consultants’ registration in Vietnam, OR
- b. **Within one month of contracting**, the consultant must provide a letter of intent from a Vietnamese research organization or consulting team, including proof of business registration in Vietnam.

Bidders who do not meet this selection criterion will be rejected and their offer will not be admitted to the technical and financial evaluations.

5. SUBMISSION AND CONTENT OF THE QUOTATION

The signed quotations must be submitted in English by e-mail to Hang Vu Thi Thu (MEAL Advisor; hang.vtt@vjob.org), Ms. Thanh Huong Nguyen (Project Coordinator, huong.nt@vjob.org) and procurement.vn@vjob.org no later than 5pm (GMT+7) on 31 January 2023 and mention in object ‘quotation ref VVOB_2022_008’

Quotations submitted late (after this deadline) will be retained but will not be counted towards the award of the contract. In the case of submission of a BAFO (best and final offer), the same provisions apply. See below "Negotiations".

The bidder may submit only one quotation for this contract.

The estimated date for the awarding of the contract is 15 February 2023.

The quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- identity of the bidder: business name, legal form, nationality, address, telephone number, e-mail address, contact person and Tax Identification Number, Social Security Number.
- proof regarding compulsory grounds for exclusion (Annex D)
- proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions (Annex D)
- declaration on honour concerning compliance with VVOB's Codes of Conduct and compliance with Sanctions Laws and compliance with United Nations regulations (Annex D)
- proof that the signatory is authorised to sign for the company
- account number with denomination on which the payments must be made, stating the name and address of the bank and the BIC/SWIFT code

b. Technical section of the quotation

Technical offer with the description of the proposed services

The applicant should deliver a proposal in English that contains

- Technical proposal (including approach, description of services – also including detailed number of working days, trips, how many experts join each activity, etc per deliverable, justification of proposed choices + specific deliverables)
- Gantt chart (timeline) and adherence to timeline for each deliverable
- Proven expertise:
 - Each members biography and references to similar assignments
 - CV in annex for each member of the team
 - If in a consortium, division of responsibilities for each party
- At least one member of the team that can demonstrate a proficiency in Vietnamese to work with Vietnamese documents.

c. Financial section of the quotation, consisting of

The number of days and daily rate (if applicable for each member of the team and part/or of the consortium) excl. and incl. overhead, VAT, and other travel costs (if any), to be included as the completed and signed price list provided in ANNEX B, keeping in mind the overall project budget listed in the Summary at the beginning of this document.

- VVOB does not allow the submission of free variants.
- VVOB does not allow the submission of options.
- Recourse to subcontractors: The use of subcontracting is allowed and the bidder indicates in his quotation the part of the contract he may intend to subcontract and the subcontractors proposed.
- The proposal of price reductions is not allowed.

6. VALIDITY OF THE QUOTATIONS

Submitted quotations shall be valid for 90 calendar days from the final date for submission of offers. The same deadline shall apply to the BAFO from the final date of submission.

7. GENERAL CONDITIONS OF SALE

By participating in this procurement, the bidder waives its sales conditions and endorses the purchase conditions of VVOB.

See service contract in Annex, to be completed after the award.

8. NEGOTIATIONS

VVOB reserves the right to negotiate on the conditions of the quotations or not (improvement of the proposed conditions: price or other).

In case of negotiations, VVOB will conclude the negotiations by proposing to submit a BAFO (best and final offer). No changes/adjustments/regularisations whatsoever can be made to the BAFO submitted.

The award criteria and the minimum requirements certainly do not qualify for negotiations.

VVOB may or may not conduct negotiations in stages, whereby the number of offers to be negotiated is limited by applying the award criteria.

9. AWARD PROCEDURE AND APPLICABLE LEGISLATION

This public contract is a negotiated procedure without prior publication in accordance with Belgian public procurement law.

Documents, to the exclusion of all others, applicable to the agreement

The applicable legislation and in particular those concerning public procurement:

- Law of 17 June 2016 on Public Procurement
- Royal Decree of 18 April 2017 on public procurement procedures
- Royal Decree of 14 January 2013 on execution of public contracts
- Law of 17/06/2013 on motivation, information and legal protection

The documents referred to above are available on the internet at www.publicprocurement.be.

This agreement is also subject to:

- The specifications in this call and in its appendices, and any notes, standards or documents referred to. The tenderer is deemed to have taken note of this and to have taken it into account when preparing this.
- All laws and regulations concerning requested products and materials (eg. CE conformity etc.).
- The General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Also apply:

- The additions, amendments and replacements to the aforementioned laws, and other documents on the date of their entry into force with due observance of any transitional provisions”

10. NOTIFICATION OF THE CONTRACT

The service provider is invited by e-mail to sign the completed service contract in Annex B.

11. PLACE OF DELIVERY AND DURATION OF THE CONTRACT

See service contract in Annex C.

12. SITE VISIT AND INFORMATION SESSION

Site visit : no site visit provided.

Information session (for bidders who have questions relating to the Call): **2pm to 4pm** (GMT+7) on 6 January 2023; at the following Zoom link:

13. CONFORMITY OF THE QUOTATION

In order to be compliant,

- the quotation must be signed,
- the quotation must contain all the information and documents requested in this call for quotations,
- the quotation must propose services that conform to what is expected and described by VVOB,
- the provider must meet the minimal selection criteria referred to in points 3 and 4 of this call.

If any information or documents provided by the bidder appear to be incomplete or incorrect, or if certain documents are missing, VVOB may request the bidder in question to submit, supplement, clarify or explain the information or documents concerned within an appropriate time period. This option in no way obliges VVOB to give bidders this opportunity.

Quotations that do not conform will be rejected and will not be admitted to the technical and financial evaluations.

If the bidder does not use the documents (forms, pricelist, etc. if any) attached to this call for quotations, s/he shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

14. AWARDING CRITERIA

VVOB will award the contract to the provider who has submitted the most economically advantageous offer as determined on the basis of the following awarding criteria:

a. TECHNICAL CRITERIA

o Technical exclusion criteria without allocation of points

- At least 2 repeated cross sectional studies carried out in the past 10 years
- At least 2 educational measurement tools developed and tested within the past 10 years, carried out by the lead consultant or senior researchers if a team or consortium is proposed.
- At least 2 relevant research projects using literacy assessment in the past 10 years.
- Clear expertise in early childhood literacy and multilingual education as demonstrated by at least 3 relevant assignments carried out in the last 10 years.

**The above can be included in the same projects if relevant. This can also be split between experience from varying team members or parts of the consortium.*

- At least one member (or part of the consortium) with full proficiency in Vietnamese.
- At least 1/3 of proposed budget is allocated to fieldwork components

o Technical criteria with allocation of points (weight 45/100 points)

Indicative work plan, with timeline (Gantt chart) and number of working days and brief description of the proposed approach to the deliverables listed in the technical specifications.

The proposal is clear and in line with the outlined research design and provides concrete suggestions for the tool development, data collection and analysis.	Very good= 15 Good= 7 Satisfactory= 0
The proposal is adapted to the context of Vietnam.	Very good= 10 Good= 5 Satisfactory= 0
The proposal is in line with the overall impact research (taking into account part 1 with VNIES)	Very good= 10 Good= 5 Satisfactory= 0
The proposal is realistic in terms of timing and working days and in line with the proposed delivery dates.	Very good= 10 Good= 5 Satisfactory= 0

Proposed teams scoring below 60% of the 45 points will be rejected.

o Relevant professional experience (15/100)

The expert or team has experience in carrying out a cross-sectional study and/or quantitative research in the <u>education sector</u> .	Yes= 5 No= 0
The expert or team has experience in language assessment in multilingual settings.	Yes= 5 No= 0
The expert or team has experience in ethnic minority educational settings.	Yes= 2 No= 0
The expert or team has research or project experience in 3 or more countries in the global south.	Yes= 2 No= 0
The expert or team has experience working with the ECE curriculum, standards or assessments in Vietnam.	Yes= 1 No= 0

b. PRICE CRITERION (weight 40/100 points)

Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 40 points.

At least 1/3 of pricing should be allocated to fieldwork components. Financial proposals that do not allocate 1/3 to the field will be rejected. Please refer to the summary for the price range of this project.

Offers that are rejected during the technical evaluation will not be considered during the price evaluation.

15. PRICING AND PRICE COMPONENTS

PRICING:

The quantities are fixed (contract with a global price)

The prices are mentioned in EUR. The total amount of the offer is expressed in numbers and in full characters.

ELEMENTS CONCLUDED IN THE PRICE:

The proposed price is all-inclusive and includes all administrative, transport, delivery, customs clearance and all other possible costs related to the delivery and execution of the contract (flight tickets, per diem, car rental, accommodation, stationaries). Price are provided without VAT and VAT included. Bidders who are not registered in Vietnam should include any applicable taxes incurred in their countries(if any), and Foreign Contractor Tax incurred in Vietnam (including: VAT: 5% and Corporate Income Tax: 5%) in Financial Proposal.

The bidder establishes the amount of his quotation according to his own calculations and estimates, taking into account the content and scope of the contract.

The unit prices and global prices of each item of the pricelist, if any, shall be determined by respecting the relative value of these items with respect to the total amount of the tender. All general and financial costs, as well as the proceeds, are divided proportionally between the various items according to their importance.

Prices are fixed for the duration of the contract. Any revision to the price shall need to be consulted with VVOB in advance.

VERIFICATION OF THE PRICE

The bidder shall provide all indications permitting the comparison of prices or costs as requested by the contracting authority. The correction of errors is carried out by VVOB.

16. TERMS OF PAYMENT

See service contract in Annex C.

17. POSSIBILITY OF NOT AWARDING OR CONCLUDING THE CONTRACT

The conclusion of the procedure does not imply an obligation to award or conclude the contract. The contracting authority may refrain from awarding or concluding the contract, or may reopen the procedure in another way, if necessary.

18. BIDDERS RESPONSIBILITIES DURING THE EXECUTION OF THE CONTRACT

See service contract in Annex C.

19. DELAY PENALTIES

The imposition of delay penalties for failure to comply with the execution period is done in accordance with Article 154 of the Belgian Royal Decree of 14 January 2013.

20. BAIL

No bail is required for this contract.

21. DISPUTES

See service contract in Annex C.

22. CONFIDENTIALITY CLAUSE (PERSONAL DATA)

The bidder should be aware that the contracting authority attaches importance to the protection of personal data for the processing for which it assumes the role of data controller in accordance with Article 4, paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to it by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.

If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.

For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.

For more information about the confidentiality policy within VVOB VZW, the way to exercise one of the rights provided by the GDPR or to report a personal data leak, the bidder can visit the website of the Contracting Authority (www.VVOB.org).

ANNEX B: Price lists

QUOTATION ON LABOUR, TRAVEL AND OTHER COSTS

Description	Unit	Quantity	Unit price	Total amount VAT exclusive
Deliverable 1.1: Literature review	lump-sum	1		
Deliverable 1.2: Report on current language assessment tools (VN/SEA)	lump-sum	1		
Deliverable 1.3 Research design proposal	lump-sum	1		
Deliverable 2.1: Assessment tool created and tested	lump-sum	1		
Deliverable 2.2: Report #1 on initial design and testing	lump-sum	1		
Deliverable 2.3: Redesign of tool based on testing	lump-sum	1		
Deliverable 2.4: Report #2: redesign of tool	lump-sum	1		
Deliverable 2.5: User's manual of tool created	lump-sum	1		
Deliverable 3.1: Baseline data collection and analysis, Report #4 (cleaned data set and reporting)	lump-sum (*)	1		
Deliverable 3.2: Midline data collection and analysis, Report #5 (cleandata set and reporting)	lump-sum (*)	1		
Deliverable 3.3: Endline data collection and analysis (Cleaned data set)	lump-sum (*)	1		
Deliverable 3.4: Final report (#6)	lump-sum	1		
TOTAL OFFER VAT EXCL				
			VAT	%
TOTAL OFFER VAT INCL				

(*) The lumpsum includes the airfares, meals, car rentals and lodgings

ANNEX C: Independent services contract

Independent Services Contract

Between:

VVOB, non-profit association with company number 0423.616.717, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium);

hereby validly represented by Mr. Sven Rooms, Director-General;

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration/TIN number (insert a space if you want to leave this open), with registered office located at Street Address, Postal code, City (Country), hereby validly represented by Mr./Mrs. Name, Function title;

hereafter **the Service Provider**;

together **the Parties**;

IT IS AGREED AS FOLLOWS:

VVOB is a non-governmental organization aiming to improve the quality of education in the Global South and in Belgium.

The Service Provider has a particular expertise relating to develop a language assessment tool.

The Parties wish to cooperate for the purpose of developing a language assessment tool specific to Vietnam.

Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter the Contract).

Article 2. Services

The Service Provider shall perform the following services (hereafter the Services):

Services	Deliverables	Complete by
Description of the tasks and activities that are covered by the first deliverable	Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.	date

	<p>For example: “delivery and successful testing of IT platform...” or “delivery of audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	
Description of the tasks and activities that are covered by the first deliverable	<p>Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.</p> <p>For example: “delivery and successful testing of IT platform...” or “delivery of audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	date
Description of the tasks and activities that are covered by the first deliverable	<p>Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.</p> <p>For example: “delivery and successful testing of IT platform...” or “delivery of audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	date

The Services shall be delivered in accordance with the detailed requirements regarding quality set out in Annex A of this Contract.

The Services shall be delivered in accordance with the detailed requirements regarding quality set out in Annex Letter of this Contract.

The Service Provider shall start performing the Services on signing date and undertakes to complete the Services by the dates mentioned in the column “Complete by”.

Any postponement of a completion date is only possible with the prior written agreement of VVOB.

Choose “Specific person” or “Empty”

Article 3. In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter the Fee) to the Service Provider:

- A fixed lump-sum Fee as indicated below for the realization of each stage of the assignment as indicated below:

Services	Fee
Same title or descriptions as in previous article	amount + currency
Same title or descriptions as in previous article	amount + currency
Same title or descriptions as in previous article	amount + currency – final tranche should be at least 15%

The Fee is inclusive of all Value Added Tax (VAT) and all other applicable taxes, statutory deductions and contributions, national insurance and any other taxes and/or contributions in respect of the Fee.

The Service Provider must mention the amount of VAT and other taxes on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in **Error! Reference source not found.** The Service Provider shall be solely liable for payment of any and all applicable taxes, fees, levies, and/or withholding liabilities arising from the provision of the Services and/or the payment of any fees and expenses as may be required by the applicable laws. Apart from the Service Fees and any amount specifically stated in this Contract, VVOB shall not be liable for paying any other fee or amount to the Service Provider or any third party, including without limitation the Personnel, suppliers, vendors, agents, or subcontractors of the Service Provider, in any manner.

Article 4 Expenses

The Service Provider is not entitled to any allowances or other benefits from VVOB.

All costs relating to the Services performed under this Contract are deemed to be covered by the Fee set out above. Costs and expenses can only be reimbursed by VVOB if they are reasonable, if they were approved in advance in writing and upon presentation of supporting documents.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

Article 5 Invoices

The Service Provider will draw up an invoice for the Fee (as described in **Error! Reference source not found.**) and expenses (if applicable and as described in **Error! Reference source not found.**) and hand it over or send it to VVOB.

Invoices must be made in accordance with the applicable laws and this Contract and are issued after agreement between VVOB and Service Provider that the relevant Services and expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

Supporting documents for all expenses and allowances (if any) must be attached to the invoice.

Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

Payment is made by means of a bank transfer into the bank account opened in the name of the Service Provider with bank account details:

Account Name: Click or tap here to enter text.

IBAN/Account number: Click or tap here to enter number.

BIC/SWIFT Code: Click or tap here to enter number.

Currency: Click or tap here to enter text.

Bank name: Click or tap here to enter text.

Where advance payments are made, the Service Provider must attach the supporting evidence to the next invoice.

Parties have not agreed on any advance payments for fees or expenses.

Article 6. Term and termination

6.1 This Contract enters into the force on the date of signing and is concluded for a limited duration until:

- 31/12/2025

6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the other Party in the event that:

- the other Party is in material breach of the Contract; or

- the other Party ceases to do business or perform its activities, transfers its business or a substantial part of its activities (including through a merger, demerger or similar proceedings) or otherwise terminates its operations; or
- the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganization, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:

- non-compliance with the obligation to take out insurance (Article **Error! Reference source not found.**)
- non-compliance with the confidentiality obligations (**Error! Reference source not found.**)
- any representation or warranty made in this Contract in relation to Sanctions (**Error! Reference source not found.**) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- Services have repeatedly been delivered late or have repeatedly not been rendered in compliance with the requirements of the Contract
- the Service Provider's licenses, permits, or approvals to engage in the Services as contemplated under this Contract are expiring, being withdrawn, or becoming invalid for any reason
- If the name of a specific individual for the performance of the Services is mentioned in **Error! Reference source not found.** and VVOB does not accept the replacement proposed by the Service Provider.

You can add specific breaches here if you have agreed upon specific obligations or requirement that you consider very important, for example: Breach of ...

6.3 If the Services provided do not comply with **Error! Reference source not found.** or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognized as such by VVOB.

If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

VVOB can in these situations grant a grace period to the Service Provider so as to allow for the necessary adjustments or corrections to be made.

VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the Service Provider in the case of credible allegations that the Service Provider or any of its Personnel, affiliates or (sub)contractors has violated the Codes of Conduct (as defined in **Error! Reference source not found.**).

At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter or registered courier to the Service Provider.

6.4 VVOB can terminate this Contract with immediate effect and without giving prior notice, in the event that VVOB's agreement with its donor is terminated or curtailed. The Service Provider will take immediate steps to bring the performance of the Services to a close in a prompt and

orderly manner and in doing so reduce expenses to a minimum. The Service Provider will not undertake any further commitments as from the date of the termination notice. VVOB's liability is limited to payment of the Fee due for Services duly delivered.

6.5 VVOB can terminate this Contract with immediate effect and without giving prior notice, in the event that VVOB's agreement with its donor is terminated or curtailed. The Service Provider will take immediate steps to bring the performance of the Services to a close in a prompt and orderly manner and in doing so reduce expenses to a minimum. The Service Provider will not undertake any further commitments as from the date of the termination notice. VVOB's liability is limited to payment of the Fee due for Services duly delivered.

6.6 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due. There is no force majeure if the cause in question is one which a reasonable Service Provider should have foreseen and provided for or which, having arisen, could have been reasonably avoided or overcome.

6.7 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return, and shall procure that the Personnel shall return, to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in **Error! Reference source not found.**) about VVOB or its donors or that are the property of VVOB or its donors.

Article 7. Terms of execution and relationship between the Parties

7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organizations related to VVOB or VVOB's activities.

7.2. The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.

7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter the Personnel) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of conduct VVOB's Youth protection policy (hereafter the Codes of Conduct). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at www.vvob.org.

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

7.5 The Service Provider and its Personnel will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider. The Service Provider shall not hold itself out as employee, worker, agent or partner of VVOB and shall procure that the Personnel shall not hold themselves out as such.

7.6 The Service Provider is free to organise its work and to determine how the Services will be performed.

The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

7.7. The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract.

The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

7.8. The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services.

The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management, payment and lawful registration of these persons and will not involve VVOB in such matters.

VVOB shall only give instructions to the Service Provider and its Personnel that are strictly limited to health and safety rules applicable at VVOB.

7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in **Error! Reference source not found.**, the Service Provider will supply its Services through such individual(s).

If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

7.10. The Service Provider is not granted the power to represent VVOB towards any third party, except if authorized thereto by special power of attorney in writing.

Article 8. Insurance

8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.

8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract).

This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3 The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

Article 9. Confidentiality

9.1 For the purposes of this Contract, Confidential Information means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.

9.2 The Service Provider may not during the Contract (except in the proper performance thereof or as required by an applicable law) and during a period of 10 years after its termination:

make use or take advantage of, reveal, divulge or otherwise disclose to any person, any of the Confidential Information in its possession;

copy or reproduce in any form or by or on any media or device (or allow others to copy or reproduce) any documents, disks, tapes or other materials containing or referring to Confidential Information.

9.3 The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorization in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.

Article 10. Ownership of work product and intellectual property rights

10.1 All intellectual property rights created during the performance of this Contract and within the limits of this Contract will vest in VVOB unconditionally and immediately upon their creation. Accordingly, the Service Provider hereby assigns to VVOB with full title guarantee (including, without limitation, by way of an assignment of future intellectual property

rights) all intellectual property rights, worldwide and for their entire legal duration, with effect from the date of creation thereof.

Only VVOB is entitled to fulfil the necessary formalities in order to obtain actual legal and factual protection with respect to the work product, works, performances, or any other creations or inventions achieved under this Contract. The Service Provider shall do and execute, and procure the doing and executing of, each necessary act, document or thing that may reasonably be necessary to perfect the right, title and interest of VVOB in and to such intellectual property rights.

The Fees received by the Service Provider are also intended to fully compensate the Service Provider for the assignment set out in this article and for all methods of exploitation of the works and work product, known or unknown at the signing of this Contract.

The Service Provider will not oppose modifications that VVOB deems fit to bring to the work product, works, performances, or any other creations or inventions achieved under this Contract, except for modifications that would be liable to prejudice the Service Provider's honour or reputation. To the extent permitted under applicable law, the Service Provider for this purpose waives absolutely, irrevocably and unconditionally in favour of VVOB, or any successor in title, any moral rights which may vest in it, so far as is legally possible, any broadly equivalent rights it may have anywhere in the world.

- 10.2. VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use the intellectual property rights on the work product during the term of this Contract solely to provide the Services. The Service Provider grants to VVOB a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to access any other documents and information used by it in the performance of the Services.

Article 11. Data Protection

On or about the date hereof, the Service Provider and VVOB shall enter into a data processing agreement regarding the personal data transferred by VVOB to the Service Provider in connection with the performance of the Services, in accordance with Annex Letter. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

Article 12. Compliance with Sanction laws and other obligations

The Service Provider represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.

- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Article 13. Due diligence

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

Article 14. Salvatory clause

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others.

In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

Article 15. Applicable laws and settlement of disputes

This Contract is subject to Belgian law.

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the Dutch speaking Courts of Brussels. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

Article 16. Annexes

Letter of Annex	Description of Annex
Annex A	Detailed description of Services
Annex B	Fee
Annex C	VVOB Integrity Policy
Annex D	Data processing Agreement

Drawn up in Place, on Click or tap to enter a date. in as many copies as there are signing parties, each Party recognizing having received one copy thereof.

For VVOB

For the Service Provider

Sven Rooms

Name

Director-General

title

VVOB

Organisation

*Please initial each page

ANNEX D: Declaration on honour concerning the grounds for exclusion

Reference of the procurement:

I, the undersigned **[insert name of the person signing this form]**:

q declares it its own name *(if the economic operator is a natural person or in the case of a declaration by a director or a person with powers of representation, decision-making or control over the economic operator)*

or

q declares as representative of *(if the economic operator is a legal person)*

full legal name (for legal persons only)

Full legal form (for legal persons only):

full official address:

company registration number:

that the company or organisation that he (or she) represents / he (or she):

- a. has not been the subject of a final judgment on the merits for one of the following offences:
 - i. participation in a criminal organisation
 - ii. corruption
 - iii. fraud
 - iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
 - v. money laundering or terrorist financing
 - vi. child labour and other forms of trafficking in human beings
 - vii. employment of illegally staying third-country nationals
- b. is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;
- c. has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d. has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;
- e. that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f. that neither it nor any personnel, affiliates or (sub)contractors:
 - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
 - is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.

- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
 - has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g. that, should the contract be awarded, he (she) will provide on request proof for one or more of the above mentioned situations.

Full Name, Date, Signature and stamp