

APRUEBA CONTRATO Y ENMIENDA SUSCRITOS ENTRE EL INSTITUTO DE ESTUDIOS AVANZADOS EN EDUCACIÓN, DE LA UNIVERSIDAD DE CHILE Y LA OFICINA REGIONAL DE EDUCACIÓN PARA AMÉRICA LATINA Y EL CARIBE (OREALC) DE LA UNESCO SANTIAGO.

RESOLUCIÓN EXENTA N° 01734/ 2022

SANTIAGO, 30 de noviembre de 2022

VISTOS:

Lo dispuesto en la **Ley N° 21.094** sobre Universidades Estatales; en el **DFL N°1/19653**, del Ministerio Secretaría General de la Presidencia que fija el texto refundido, coordinado y sistematizado de la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; en la **Ley N° 19.880**, que establece bases de los procedimientos administrativos que rigen los actos de los órganos de la Administración del Estado; en el **DFL N° 3 de 2006**, del Ministerio de Educación, que fija el texto refundido coordinado y sistematizado del Decreto con Fuerza de Ley N° 153, de 1981, que establece los estatutos de la Universidad de Chile; en las Resoluciones N° 7 y N° 8, de 2019, de la Contraloría General de la República; en el **Decreto Universitario N° 0020975, de 20147**, que Crea y Reglamenta el Instituto de Estudios Avanzados en Educación; en el **Decreto Exento N° 0020444, de 2018**, que establece orden de subrogación del cargo de director (a) del Instituto de Estudios Avanzados en Educación; en el **Decreto Universitario N° 0024946, de 2022**, que modifica decreto universitario N° 1261, de 2021 y fija su texto refundido, coordinado y sistematizado y,

CONSIDERANDO:

1. Que, la Oficina Regional de Educación para América Latina y el Caribe (OREALC) de la UNESCO Santiago, creada en 1963, tiene por objeto apoyar a los Estados Miembros en la mejora de sus sistemas educativos.
2. Que, en ese contexto, el Laboratorio Latinoamericano de Evaluación de la Calidad de la Educación (LLECE) que forma parte de la oficina regional ya referida, busca generar y difundir información válida y confiable para el seguimiento de los logros de aprendizaje de los estudiantes en la región, en el marco de la Agenda 2030, para lo cual ha implementado el Estudio Regional Comparativo y Explicativo (ERCE).
3. Que, dicho instrumento, brinda información empírica sobre los logros de aprendizaje de los estudiantes en los diversos sistemas educativos de América Latina.
4. Que, por otro lado, el Instituto de Estudios Avanzados en Educación, en adelante el Instituto, tiene por objeto el desarrollo de investigación multidisciplinaria en el campo educacional, con especial atención a los problemas y necesidades del país, por lo que su actividad constituye una efectiva contribución al desarrollo de los procesos educacionales, la formación de docentes a nivel nacional así, como otras funciones en el desarrollo de la investigación, creación, docencia y extensión en el campo de las ciencias de la educación.

5. Que, dada la vasta experiencia que el Instituto tiene en investigación, en particular la aplicación de instrumentos y análisis, ha sido seleccionado por la Oficina Regional, para la realización de diversas actividades -previstas en el contrato- en el contexto del análisis Curricular ERCE 2025, según se detalla.
6. Que, durante la revisión del acuerdo enviado a firma por la Oficina Regional y previo al envío de éste a aprobación, se detectó una inconsistencia en lo indicado en el "resultado 2", reemplazándose una actividad e incorporándose otra adicional y un error de referencia al monto tratado en el punto "Fechas y productos finales", para lo cual la referida oficina envió la correspondiente enmienda a firma.
7. Que, por lo anterior, corresponde dictar el acto administrativo que apruebe los términos de la referida contratación, así como la enmienda suscrita por las partes para el correcto entendimiento del servicio solicitado.


RESUELVO:

1. **APRUEBASE**, el contrato suscrito entre el Instituto de Estudios Avanzados de la Universidad de Chile y la Oficina Regional de Educación para América Latina y el Caribe (OREALC) de la Unesco/ Santiago, cuya traducción es la siguiente:

Contract N°: 4500469956
(Please quote this reference in all correspondence and communications)

IMPLEMENTATION PARTNERS AGREEMENT

between

| | | | | |
|---|---|-----|------------------------------------|---|
|  United Nations Educational, Scientific and Cultural Organization | THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (hereinafter called "UNESCO") | and | Name | Universidad de Chile Instituto de Estudios Avanzados en Educacion |
| | the headquarters of which are situated in Paris UNESCO Office in Santiago 2058 Enrique Delpiano, Providencia 0000 SANTIAGO Chile | | (hereinafter called "the Partner") | Address |
| | | | Vendor number | 339168 |

Artículo I. Responsabilidades generales de las partes

Dado que las Partes han acordado cooperar plenamente y actuar de forma consultiva, tal como se indica en el presente Acuerdo de Socios de Ejecución (en adelante, el "Acuerdo"), y utilizar los servicios de la otra parte durante el establecimiento y la ejecución del presente Acuerdo,

- 1.1. Las Partes se comprometen a cumplir con sus respectivas responsabilidades de acuerdo con las disposiciones del presente Acuerdo.

1.2. Las Partes se mantendrán mutuamente informadas de todas las actividades pertinentes relativas a la ejecución del plan de trabajo y celebrarán consultas cuando cualquiera de las Partes lo considere oportuno, incluyendo cualquier circunstancia que pueda afectar a la obtención de los objetivos del proyecto "Análisis Curricular ERCE 2025".

1.3. Las Partes se abstendrán de cualquier acción que pueda afectar en forma negativa a los intereses de la otra Parte y cumplirán sus compromisos con el máximo respeto a los términos y condiciones del presente Acuerdo y a los principios de las Naciones Unidas.

1.4. De conformidad con la disposición del proyecto "Análisis Curricular ERCE 2025" descrito en el Anexo I, junto con el presupuesto asociado (Anexo II), la UNESCO y el Socio acuerdan lo siguiente:

Términos de Referencia del Acuerdo de Socios de Ejecución del "Análisis Curricular ERCE 2025"

Antecedentes

El objetivo del Laboratorio Latinoamericano de Evaluación de la Calidad de la Educación (LLECE) de OREALC/UNESCO Santiago es generar y difundir información válida y confiable para el monitoreo de los logros de aprendizaje de los estudiantes en la región, dentro del marco contextual de la Agenda 2030. Su principal iniciativa, el Estudio Regional Comparativo y Explicativo (ERCE), se administra periódicamente a los alumnos de tercer y sexto grado y consiste en una evaluación a gran escala que se diseña y aplica con la participación activa de los países miembros del LLECE de la región.

El ERCE pretende aportar pruebas empíricas de alta calidad sobre los logros de aprendizaje de los alumnos de la región y los factores contextuales asociados a dichos logros. El ERCE es la mayor y más representativa evaluación del aprendizaje a nivel primario en la región. Cada nuevo ciclo del estudio proporciona aportes de gran relevancia para los sistemas educativos y facilita su propio análisis de los puntos fuertes y los desafíos actuales.

Durante más de 27 años, el Laboratorio ha colaborado con la mayoría de los países latinoamericanos y sus unidades nacionales de evaluación para medir los logros de aprendizaje de los alumnos de la escuela primaria. Bajo la supervisión del LLECE, se han realizado cuatro estudios regionales comparativos y explicativos (PERCE 1997, SERCE 2006, TERCE 2013 y ERCE 2019). El LLECE ha contribuido al desarrollo de una cultura de evaluación en la región y ha apoyado a los países a desarrollar y mejorar sus propios sistemas de evaluación. El ERCE 2019 abarcó más de 3.800 escuelas y más de 160.000 alumnos, lo que representa casi 20 millones de estudiantes de tercer y sexto grado; y por primera vez se incluyó en el estudio un conjunto de habilidades socioemocionales. A través del ERCE, el Laboratorio ha legitimado su colaboración con los países y, al mismo tiempo, ha facilitado el diálogo político con los ministerios de educación. Mediante el Laboratorio y sus estudios, la información sobre los sistemas educativos de los países latinoamericanos en el marco de la Agenda E2030 está ampliamente disponible.

Con respecto al ERCE 2025, la experiencia del Laboratorio en la realización de estos estudios ha generado información relevante para la agenda educativa mundial y la obtención del ODS 4, "garantizar una educación de calidad inclusiva, equitativa y de calidad y promover oportunidades de aprendizaje durante toda la vida para todos". Además, constituye un mecanismo de seguimiento regional esencial para la aplicación de la Agenda de Educación 2030, ya que es la principal herramienta de evaluación de la educación primaria que puede contribuir a la adopción de medidas tempranas en el apoyo del bienestar y el aprendizaje de cada niño.

El ERCE 2025 evaluará y comparará el desempeño de los alumnos en las áreas de matemáticas y lenguaje en los niveles de tercer y sexto grado, y en ciencias naturales en el sexto grado. Al igual que en las cuatro versiones anteriores de este ejercicio, el ERCE 2025 aportará evidencia empírica robusta

para la elaboración de políticas educativas, basadas en prácticas y procesos que mejoren y fortalezcan la calidad y equidad de la educación escolar.

Como evaluación de los logros de aprendizaje a gran escala, el ERCE mantendrá las características de su última aplicación en las versiones futuras. Se mantendrá el enfoque en la educación primaria y los participantes serán niños de tercer y sexto grado del sistema educativo de los países latinoamericanos. Las áreas de evaluación serán matemáticas, lenguaje y ciencias, esta última solamente en sexto grado. La comparabilidad es un aspecto definitorio del estudio y se la garantizará en las versiones posteriores.

La ERCE es una evaluación basada en el currículo y en su diseño se consideran los marcos curriculares de los países participantes. Para la versión 2025, la actualización del marco curricular tendrá en cuenta no sólo los cambios realizados por los países debido a las reformas políticas, sino también los cambios realizados en el contexto de la pandemia de COVID-19. Este enfoque le da al LLECE la oportunidad de resaltar los principales cambios en los planes de estudio durante los últimos años.

La estrategia de implementación del LLECE consiste en la selección de un socio altamente calificado para llevar a cabo el estudio y sus principales actividades, elegido en base a su capacidad para agregar valor al proyecto en general. Este documento establece los Términos de Referencia para el Socio Ejecutor que desarrollará el Análisis Curricular para el ERCE 2025, que se realizará entre los meses de agosto de 2022 y mayo de 2023.

Gobernanza del LLECE

Los países miembros del LLECE pagan una cuota anual por un periodo definido que cubre el periodo de ejecución del estudio ERCE. Cada país delega a un representante (Coordinador Nacional) que coordina la realización del estudio dentro del país y que se encarga de representar los intereses de su país en la asamblea de Coordinadores Nacionales y en la Coordinación Técnica del LLECE. Anualmente se celebran varias reuniones de Coordinadores Nacionales, en persona o a través de videollamadas. La participación de los Socios Ejecutores de ERCE 2025 es necesaria en todas las etapas e incluye la entrega de actualizaciones sobre el progreso técnico del proyecto.

Además, el LLECE cuenta con un equipo técnico denominado Consejo Técnico Consultivo de Alto Nivel (CTAN), formado por cuatro expertos internacionales en el ámbito de la evaluación educativa. Este Consejo revisa los avances en el desarrollo del proyecto y hace recomendaciones para corregir posibles errores y orientar los próximos pasos. Hay aproximadamente cinco reuniones anuales con el CTAN, al menos una presencial. Para todas las reuniones se requiere una coordinación previa con el Socio Ejecutor para preparar los documentos que se enviarán al CTAN con dos semanas de antelación a la reunión, y luego para elaborar las exposiciones que se presentarán durante la reunión. Para el ciclo ERCE 2025, la primera reunión del CTAN está prevista para finales del presente año.

Sobre el Análisis Curricular

La ERCE utiliza un enfoque curricular y mide los logros de aprendizaje de acuerdo con los objetivos de aprendizaje más comunes en la región, según lo que los países definen en sus programas o políticas curriculares (UNESCO 2020). Así, el propósito principal del análisis curricular en el proceso de la ERCE es desarrollar un estudio del currículo de cada país participante en las áreas y grados evaluados (lenguaje y matemáticas en tercer y sexto grado, ciencias en sexto grado). A partir de este análisis curricular se construyen los instrumentos de evaluación de los aprendizajes.

Los estudios más recientes del LLECE, el Estudio Regional Comparativo y Explicativo (ERCE 2019), el SERCE (2006) y el TERCE (2013) incluyeron un estudio curricular de los países participantes. Para la versión de 2019, se analizaron 19 currículos. Además, se realizó un análisis complementario para revisar el grado de presencia de contenidos relacionados con la Educación para la Ciudadanía Mundial (ECM) y la Educación para el Desarrollo Sostenible (EDS) en los grados y áreas evaluadas. Así, un segundo objetivo del análisis curricular consiste en la revisión de la alineación de los marcos curriculares regionales con los objetivos de desarrollo sostenible movilizados por la UNESCO.

Como punto de partida, el último análisis curricular (ERCE 2019) ofrece una visión general del estado de los programas curriculares en la región. Por lo tanto, el próximo estudio considerará el trabajo anterior del LLECE. Sin embargo, el escenario actual presenta un desafío dado el cierre de escuelas durante el 2020 y 2021 por razones sanitarias en el contexto de la pandemia. Como región, América Latina tuvo amplios períodos de cierre, de 10 a 15 meses dependiendo del país (UNESCO 2021). En este contexto, el tercer objetivo del análisis consiste en identificar los cambios en los programas curriculares como consecuencia de la pandemia u otro proceso.

Objetivos del análisis curricular de ERCE 2025

El objetivo general del "Análisis Curricular ERCE 2025" es estudiar en materia curricular y pedagógica, a partir de los programas y planes curriculares de los países participantes, el marco de los Objetivos de Desarrollo Sostenible.

Los objetivos específicos son:

- Definir el marco curricular para la elaboración de los instrumentos de evaluación del aprendizaje ERCE 2025 por asignaturas y grados.
- Definir los criterios que permitan la comparabilidad entre el ERCE 2019 y el ERCE 2025, según los elementos comunes de los currículos y el marco de la Agenda 2030.
- Elaborar recomendaciones para el desarrollo curricular teniendo en cuenta el marco de la Agenda 2030 y su alineación con los programas de los países latinoamericanos.
- Identificar los cambios en los programas curriculares como consecuencia de la pandemia u otro motivo.

Descripción de las principales actividades y resultados

El análisis curricular tiene tres resultados. El primero es el análisis curricular específico para la elaboración de los ítems del instrumento ERCE 2025, es decir, la definición del marco conceptual y metodológico del ERCE 2025. El segundo y tercer resultados son las orientaciones curriculares para la región latinoamericana y la alineación de la Agenda 2030.

1. Marco conceptual y metodológico del ERCE 2025 (Resultado 1)

Esta fase tiene como objetivo revisar los planes de estudio actuales de cada país participante. Como se ha mencionado anteriormente, el ERCE se construye sobre la base de una convergencia curricular de cada programa nacional. Así, el análisis curricular consiste en la revisión de los documentos oficiales de los países para identificar el nivel de concordancia entre los programas nacionales. Esto implica un doble desafío. Por un lado, la construcción del marco que guiará el análisis posterior. Por otro, la comparabilidad con la última versión del ERCE. Adicionalmente, el actual ciclo del ERCE presenta un reto dado el actual contexto post-pandémico y las implicaciones en el currículo regional. Para orientar el trabajo metodológico y enfrentar los desafíos, se requieren dos elementos:

En primer lugar, el análisis curricular debe considerar el dominio disciplinar, pedagógico y evaluativo de los programas nacionales, así como su vinculación con los principales componentes educativos de la Agenda de Desarrollo Sostenible. Una primera revisión curricular en lenguaje, matemáticas y ciencias, además de una revisión por pares de otros actores para su validación son algunas de las actividades contempladas para lograr dicho objetivo.

En segundo lugar, el análisis debe identificar los elementos comunes a nivel nacional y a nivel inter-estudio (inter-ERCE). El propósito de esta característica consiste en asegurar la comparabilidad entre ambos países y las versiones anteriores del ERCE. Por esta razón, la revisión de los documentos nacionales puede incluir distintos grados de los de tercer y sexto grado.

El primer conjunto de actividades del resultado 1 consiste en la recopilación y revisión de la información curricular descrita en los documentos oficiales de los planes de estudio de los países. La primera revisión curricular termina con la actualización del marco actual, definido para el ERCE 2019 (actividades 1 y 2).

La validación de la información es necesaria en cada etapa del estudio de análisis curricular. Para ello, se considerará el trabajo junto a los equipos profesionales de los países durante la totalidad del estudio. Así, la primera revisión debe ser validada por los equipos nacionales (actividad 3) y el especialista curricular (actividad 4). Esto aporta la elaboración del segundo documento curricular (actividad 5), las tablas de comparación para el ERCE 2019 - ERCE 2025 (actividad 6) y la segunda consulta a los países para la validación de las tablas de comparación (actividad 7). Este conjunto de actividades finaliza con la actividad 8 de elaboración del informe final de las tablas de especificaciones. Las tablas de especificaciones son un activo fundamental para los instrumentos del ERCE 2025.

Para garantizar un análisis curricular exhaustivo, tanto la participación de los países durante la revisión completa, como el enfoque de creación de capacidades se consideran elementos esenciales en cada proyecto del LLECE. El taller de construcción de ítems de prueba (actividad 9) tiene como objetivo reforzar las capacidades para la elaboración de los ítems, lo cual se considera una pieza fundamental de la evaluación a gran escala. Un porcentaje de los ítems que se incluirán en el ERCE 2025 provendrá de los equipos nacionales.

La actividad 10 resumirá el proyecto de investigación de análisis curricular completo, describiendo los pasos del proceso y resaltando las recomendaciones para futuros estudios de este tipo.

Resultado 1: Análisis curricular de ERCE 2025 proporcionado a UNESCO y a los países.

Actividad 1: Actualización del marco conceptual y metodológico

Producto final: 1 Informe con la actualización del indicador de rendimiento del marco conceptual y metodológico

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 1

Actividad 2: Primera revisión curricular en lenguaje, matemáticas y ciencias.

Producto final: Informes de revisión de los planes de estudio en lenguaje, matemáticas y ciencias

Indicador de rendimiento: Número de informes entregados

Referente: 3 informes (uno por disciplina)

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 2

Actividad 3: Primera consulta nacional - validación de la primera revisión curricular.

Producto final: Instrumento de consulta por disciplina y país

Indicador de rendimiento: Número de instrumentos entregados

Referente: 3 instrumentos por país

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 2

Actividad 4: Revisión por pares del primer enfoque curricular.

Producto final: Sesión informativa sobre la revisión por pares por país

Indicador de rendimiento: Número de sesiones informativas realizadas

Referente: 1 sesión informativa por país

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 3

Actividad 5: Elaboración de la segunda revisión del documento curricular - subdominios, conceptos, habilidades y competencias para lenguaje, matemáticas y ciencias.

Producto final: Documentos por disciplina y país con la definición de subdominios, conceptos, habilidades y competencias

Indicador de rendimiento: Número de documentos entregados

Referente: 3 documentos por país

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 4

Actividad 6: Tablas de comparación ERCE 2019 - ERCE 2025.

Producto final: Primera versión del informe de las tablas de comparación (o tablas de especificaciones)

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 4

Actividad 7: Segunda consulta nacional - validación de las tablas de especificaciones.

Producto final: Segundo instrumento de consulta por disciplina y país

Indicador de rendimiento: Número de instrumentos entregados

Referente: 3 instrumentos por país

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 4

Actividad 8: Elaboración del informe final de las tablas de especificaciones.

Producto final: Versión final del informe de las tablas de especificaciones

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 5

Actividad 9: Colaboración en el taller de construcción de ítems de prueba.

Producto final: Presentación en PowerPoint para el taller

Indicador de rendimiento: PPT entregado

Referente: 1 presentación en PowerPoint

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 5

Actividad 10: Informe narrativo - sistematización del estudio.

Producto final: Informe narrativo sobre el análisis curricular

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 5

Directrices para la mejora de la política curricular y para la alineación con la Agenda de Desarrollo Sostenible (resultados 2 y 3)

Estos dos resultados de la propuesta tienen como objetivo explorar y describir el enfoque normativo del marco institucional en base a la Agenda de Desarrollo Sostenible. Para el último análisis curricular

realizado en el ciclo ERCE 2019, se elaboró un “marco general”. El resultado consideró documentos oficiales y desarrolló un marco en base a definiciones conceptuales (incluso la calidad de la educación, la evaluación de los aprendizajes, el currículo, las competencias), una estructura de las tablas de especificaciones y un enfoque y una definición metodológica. Para el actual análisis curricular (ERCE 2025), se espera una actualización del documento por parte del Socio. La actualización considerará los documentos oficiales relacionados con la Agenda de Desarrollo Sostenible, que serán proporcionados por el LLECE de la OREALC/UNESCO.

Los resultados también tienen como objetivo proporcionar recomendaciones u orientaciones a los países sobre la base de los resultados del análisis curricular. Para el último ERCE, se realizó un estudio exploratorio en el marco de los resultados de la Agenda 2030 para la Educación para la Ciudadanía Mundial y la Educación para el Desarrollo Sostenible. Esta conceptualización se construyó tras el análisis del currículo nacional y sus resultados permitieron conocer cómo los diferentes currículos de tercer y sexto grado incorporan el marco anteriormente mencionado. Para el ERCE 2025, se espera una actualización y profundización del marco de Desarrollo Sostenible en los currículos de educación primaria de la región latinoamericana. El análisis tiene como objetivo describir cómo los currículos de la región están alineados con la Agenda 2030, así como, a partir de esta concordancia, desarrollar recomendaciones para la medición de nuevos dominios considerados el Marco de Desarrollo Sostenible. Las recomendaciones deben explorar dimensiones como las habilidades socioemocionales, la ciudadanía, el cambio climático, la salud y la nutrición, entre otras. Se proporcionará documentación sobre la organización.

Por otro lado, el análisis curricular por área de disciplina se revela importante información nueva. El currículo declara lo que deben aprender los estudiantes en cada contexto social y cultural, por lo que, con la información regional, los países están a punto de conocer más sobre las perspectivas, las divergencias y las convergencias. Aunque este conocimiento puede ser extremadamente útil, los acontecimientos de los dos últimos años subrayan un propósito adicional. Tras la crisis sanitaria por la pandemia del COVID-19 y el cierre de escuelas en casi todos los sistemas educativos de la región, muchos ministerios de educación podrían verse obligados a reconsiderar las estructuras curriculares para hacer frente a las pérdidas de aprendizaje. Los directrices para el mejoramiento de la política curricular deben incluir una revisión del ajuste curricular diseñado y realizado por los países durante estos últimos años.

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 1: Directrices para una propuesta regional

Producto final: Primer borrador con las directrices

Indicador de rendimiento: Borrador entregado

Referente: 1 proyecto de documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 8

Actividad 2: Informe del “Análisis Curricular de ERCE 2025” - hallazgos en lenguaje, matemáticas y ciencias en los currículos de ALC.

Producto final: Documento final del “Análisis Curricular ERCE 2025” - hallazgos y orientaciones para los currículos de los países de ALC

Indicador de rendimiento: Documento entregado

Referente: 1 documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 10

Resultado 3: Informe de alineación del desarrollo sostenible.

Actividad 1: Revisión de los documentos oficiales de la Agenda de Desarrollo Sostenible

Producto final: 1 Informe de revisión de los documentos de la Agenda 2030 que incluye el enfoque normativo de las instituciones

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 8

Actividad 2: Informe regional de alineación curricular del desarrollo sostenible en ALC (incluyendo las dimensiones de las habilidades socioemocionales, la ciudadanía, el cambio climático, la salud y la nutrición)

Producto final: Informe regional de la alineación de la Agenda 2030 con los currículos de países de América Latina

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 11

Actividad 3: Informe de recomendación para la medición de un marco de Desarrollo Sostenible en base a la alineación curricular (incluyendo las dimensiones de las habilidades socioemocionales, la ciudadanía, el cambio climático, la salud y la nutrición).

Producto final: Informe de recomendación para la medición de un marco de Desarrollo Sostenible

Indicador de rendimiento: Informe entregado

Referente: 1 informe

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 13

Propiedad del producto y confidencialidad

Los productos que se obtengan como resultado de este contrato serán de propiedad exclusiva de la OREALC/UNESCO Santiago, así como los trabajos que se realicen en la ejecución del respectivo contrato. La entidad contratada se comprometerá a mantener la confidencialidad sobre los temas relacionados con el servicio prestado.

Contraparte técnica del estudio

El/la Coordinador/a del LLECE es considerado como la contraparte técnica de la UNESCO para este estudio. Las funciones y tareas del LLECE en relación con el adecuado cumplimiento del contrato se describen a continuación:

- a) Definir los acuerdos operativos necesarios a través de documentos con hitos claves contenidos en estas directrices (y posteriormente en el contrato). Estos acuerdos podrán ser administrativos, operativos y/o técnicos y podrán surgir durante el desarrollo del estudio ERCE, sin que esto implique que se modifiquen los aspectos esenciales de estas bases, los plazos del contrato, la propuesta técnica o los montos establecidos en la propuesta financiera.
- b) Supervisar el desarrollo del servicio y velar por el estricto cumplimiento de los objetivos del estudio, los plazos acordados para la entrega del producto y los estándares de calidad correspondientes.
- c) Celebrar reuniones periódicas con la contraparte técnica designada por el Socio de Ejecución.
- d) Aclarar y orientar el desarrollo de las actividades acordadas.

- e) Apoyar y establecer plazos para solucionar los problemas o carencias que se identifiquen durante el desarrollo de las actividades.
- f) Emitir comunicados al Socio sobre situaciones o incumplimientos que puedan afectar al contrato en su conjunto.

Fechas y productos finales

El "Análisis Curricular de ERCE 2025" está previsto para septiembre de 2022 - septiembre de 2023. El contrato se desarrollará bajo la modalidad de Socio Ejecutor de la UNESCO.

- 1) Resultado 1, Actividad 1: Actualización del marco conceptual y metodológico
CLP 7.480.000 (USD 8.500)
30-sept-22
BC475RLA1000
- 2) Resultado 1, Actividad 2: Primera revisión curricular en lenguaje, matemáticas y ciencias
CLP 17.795.360 (USD 20.222)
31-oct-22
BC475RLA1000
- 3) Resultado 1, Actividad 3: Primera consulta nacional - validación de la primera revisión curricular
Resultado 1, Actividad 4: Revisión por pares del primer enfoque curricular
CLP 3.976.720 (USD 4.519)
30-nov-22
BC475RLA1000
- 4) Resultado 1, Actividad 5: Elaboración de la segunda revisión del documento curricular - subdominios, conceptos, habilidades y competencias para lenguaje, matemáticas y ciencias
Resultado 1, Actividad 6: Tablas de comparación ERCE 2019 - ERCE 2025
Resultado 1, Actividad 7: Segunda consulta nacional - validación de las tablas de especificaciones
CLP 12.496.880 (USD 14.201)
15-dic-22
BC475RLA1000
- 5) Resultado 1, Actividad 8: Elaboración del informe final de las tablas de especificaciones
Resultado 1, Actividad 9: Colaboración en el taller de construcción de ítems de prueba
Resultado 1, Actividad 10: Informe narrativo - sistematización del estudio
CLP 14.620.320 (USD 16.614)
30-ene-2023
BC475RLA1000
- 6) Resultado 2, Actividad 1: Revisión de los programas de estudio prioritarios
CLP 5.085.520 (USD 5.779)
31-mar-23
BC475RLA1041
- 7) Resultado 2, Actividad 1: Revisión de los programas de estudio prioritarios
CLP 5.279.120 (USD 5.999)
31-mar-23

BC633CRP9100

8) Resultado 2, Actividad 2: Directrices para una propuesta regional
CLP 4.350.720 (USD 4.944)
30-abr-23
BC475RLA1041

Resultado 3, Actividad 1: Revisión de los documentos oficiales de la Agenda de Desarrollo Sostenible
CLP 5.426.080 (USD 6.166)
30-abr-23
BC475RLA1041

9) Resultado 2, Actividad (es 2): Informe del "Análisis Curricular de ERCE 2025" - hallazgos en lenguaje, matemáticas y ciencias en los currículos de ALC
CLP 6.062.320 (USD 6.889)
30-jun-23
BC475RLA1041

10) Resultado 3, Actividad 2: Informe regional de alineación curricular del desarrollo sostenible en ALC (incluyendo las dimensiones de las habilidades socioemocionales, la ciudadanía, el cambio climático, la salud y la nutrición)
CLP 10.070.720 (USD 11.444)
31-jul-2023
BC475RLA1041

11) Resultado 3, Actividad 3: Informe de recomendación para la medición de un marco de Desarrollo Sostenible en base a la alineación curricular (incluyendo las dimensiones de las habilidades socioemocionales, la ciudadanía, el cambio climático, la salud y la nutrición)
CLP 12.124.640 (USD 13.778)
30-sept-2023
BC475RLA1041

Total CLP 104.768.400 / USD 119.056 (T/C CLP 880)

Artículo II. Deberes y obligaciones del Socio

2.1 El Socio será plenamente responsable de la ejecución del proyecto "Análisis Curricular ERCE 2025" y de los riesgos asociados de acuerdo con el plan de trabajo acordado que se adjunta en el Anexo I y, en particular, el Socio se compromete:

a. A la estimación de costos/presupuesto incluida en el Anexo II que corresponde a las actividades a realizar por el Socio;

b. Ser responsable del punto de vista financiero de la utilización de los fondos que le transfiera la UNESCO en virtud del presente Acuerdo;

c. Presentar a la UNESCO, para su aprobación cada 5 meses, o al menos antes del pago de un nuevo plazo, un informe descriptivo sobre los avances logrados en la ejecución, los posibles problemas encontrados y las medidas correctivas propuestas o adoptadas. También se presentará a la UNESCO,

para su aprobación, un informe final lo antes posible, y a más tardar 1 mes después de la finalización de todas las actividades de ejecución;

d. Presentar a la UNESCO cada 5 meses un informe financiero para su aprobación. El Socio puede utilizar su propio formato de informe financiero a condición de que incluya todos los datos que figuran en la plantilla financiera estándar del formulario AM 7-11;

e. Los informes financieros se rendirán en CLP;

f. Los informes financieros deberán estar debidamente certificados por el propio Auditor Financiero del Socio o su equivalente, y reflejar los gastos realizados con los fondos transferidos en el marco del presente Convenio;

g. Presentar a la UNESCO un informe financiero final para su aprobación lo antes posible, y a más tardar tres (3) meses después de la finalización de todas las actividades, y la liquidación de todas las obligaciones pendientes.

En el caso de los acuerdos de los socios de ejecución por un monto inferior a USD 150.000, el informe financiero final debe ser certificado por la propia autoridad financiera del Socio (el Auditor o su equivalente). En el caso de los acuerdos de socios de ejecución en los que la cantidad transferida al Socio sea igual o superior a USD 150.000, el informe financiero final deberá ser auditado por el Auditor Externo del Socio. El Socio deberá proporcionar a la UNESCO el nombre y la dirección de su Auditor Externo;

h. Conservar los registros y libros financieros, así como todos los comprobantes (en original o copias certificadas del original), de conformidad con las disposiciones establecidas en los términos y las condiciones generales que se establecen a continuación;

i. Mantener libros separados de sus propios gastos sobre los recursos financieros transferidos por la UNESCO en virtud del presente Acuerdo;

j. Proporcionar los informes requeridos en virtud del presente Acuerdo de manera oportuna y satisfactoria para la UNESCO, brindar toda la demás información relativa al proyecto "Análisis curricular ERCE 2025" y proveer el uso de todo el efectivo, los suministros y, en su caso, el equipo que la UNESCO le transfiera, que la UNESCO pueda solicitar;

k. Ejercer el más alto nivel de cuidado al manejar y administrar el efectivo, los suministros y el equipo que le proporcione la UNESCO, y garantizar que su personal se conducirá con los más altos estándares de integridad y cuidado en la administración;

l. Dar todas las facilidades necesarias para que la UNESCO pueda realizar el seguimiento del proyecto "Análisis Curricular ERCE 2025" e informar a la UNESCO de todos los acontecimientos, informes y estudios importantes relacionados con el mismo en el curso de su ejecución;

m. Permitir, según previa solicitud, que los funcionarios autorizados de la UNESCO o su representante designado tengan acceso al lugar del proyecto, a las oficinas del Socio y a su personal, así como a cualquier registro y documentación financiera pertinente;

n. Participar efectivamente en la revisión y evaluación de las actividades de ejecución y, en caso necesario, en la planificación de cualquier fase posterior del proyecto "Análisis Curricular ERCE 2025";

o. El incumplimiento de las obligaciones de presentación de informes antes mencionadas puede constituir una infracción del Acuerdo y puede dar lugar a la terminación sin costo alguno para la UNESCO.

Artículo III. Deberes y obligaciones de la UNESCO

3.1 De conformidad con las disposiciones del proyecto "Análisis Curricular ERCE 2025" descrito en el Anexo I, la UNESCO es la coordinadora del proyecto "Análisis Curricular ERCE 2025". Por lo tanto, se aplicarán al presente Acuerdo las normas financieras y administrativas de ejecución de la UNESCO, salvo que se indique explícitamente lo contrario.

3.2 Los principales deberes y obligaciones de la UNESCO en la gestión y coordinación de proyectos son los siguientes:

a. Proporcionar orientación general, supervisión, asistencia técnica y liderazgo, según el caso, para la ejecución del plan de trabajo y estar disponible para las consultas que se soliciten de forma razonable;

b. Transmitir los fondos asignados al Socio con el fin de ejecutar el proyecto "Análisis Curricular ERCE 2025" de acuerdo con las disposiciones establecidas en el plan de trabajo;

c. En el caso de los proyectos extrapresupuestarios, garantizar el contacto con la fuente de financiamiento, incluso la presentación oportuna de toda la información solicitada por la fuente de financiamiento según el acuerdo de financiamiento;

d. Supervisar la adecuada ejecución del proyecto "Análisis Curricular ERCE 2025" por parte del Socio y la correcta gestión de los fondos asignados.

Artículo IV. Duración del acuerdo

4.1 Si el Acuerdo no es firmado por el Socio y devuelto a la UNESCO a más tardar el 15/09/2022, se considerará nulo y sin efecto. Esta fecha está sujeta a modificaciones por acuerdo de ambas Partes.

4.2 La fecha de entrada en vigor es la fecha posterior a la firma del Acuerdo por parte del Socio y la UNESCO, y su fecha de vencimiento es la fecha de aprobación por parte de la UNESCO del trabajo presentado por el Socio, tal y como se detalla en el punto 5.2.1.

4.3 Si, en la fecha de expiración del Acuerdo definida en el Artículo 4.2, el Socio no ha realizado ninguna parte del plan de trabajo y la UNESCO no ha pagado ningún anticipo, el Acuerdo se considerará nulo y sin efecto, a menos que ambas partes hayan firmado una enmienda que prorrogue el período del Acuerdo, de conformidad con el Artículo VII a continuación.

4.4 Tras la expiración del Acuerdo, el Socio no podrá exigir el pago de los trabajos no entregados a tiempo, como se estipula en el Artículo V.2 a continuación. La UNESCO dará su aprobación a más tardar tres (3) meses después de la recepción de los trabajos y de los balances financieros.

Artículo V. Condiciones de pago

5.1 Transferencia de fondos y divisa de pago

5.1.1 El Socio, mediante la firma del presente Acuerdo, acepta la responsabilidad de la ejecución de las actividades indicadas en el Artículo II anterior. La UNESCO efectuará los pagos correspondientes, tal y como se refleja en el presupuesto adjunto en el Anexo II, que se gastará bajo la responsabilidad directa del Socio.

5.1.2 Todos los pagos se efectuarán en la moneda del Acuerdo (CLP) y según lo estipulado en el artículo 5.2.1.

5.1.3 El Socio no realizará ningún otro servicio que pueda suponer un costo superior a la cantidad anteriormente especificada sin el acuerdo previo por escrito de la UNESCO.

5.1.4 Todos los pagos se efectuarán por transferencia bancaria. La UNESCO asumirá sus propios gastos bancarios, pero los posibles gastos bancarios de los intermediarios, así como los gastos bancarios del beneficiario, serán la responsabilidad del Socio. El costo de las transferencias bancarias locales será asumido por el Socio.

5.1.5 El Socio acusará recibo de cada pago dentro de los siete (7) días calendarios siguientes a su recepción.

5.1.6 Las instrucciones bancarias para cualquier pago derivado del presente Acuerdo (sólo una instrucción bancaria) son las siguientes:

Nombre del banco: BANCO SANTANDER CHILE
 Dirección del banco: 140 BANDERA SANTIAGO
 Nombre del titular: Universidad de Chile Instituto de Estudios Avanzados en Educación
 No. de cuenta: 61976****
 Código SWIFT: BSCHCLRM

5.2 Cuotas

5.2.1 El proyecto "Análisis Curricular ERCE 2025" que debe realizar el Socio será financiado por la UNESCO de conformidad con el Reglamento Financiero de la UNESCO y las condiciones establecidas en el presente Acuerdo. Los pagos se efectuarán según los siguientes plazos, una vez que el funcionario de la UNESCO responsable del presente Acuerdo certifique que el Socio ha realizado satisfactoriamente los trabajos correspondientes a cada uno de los pagos (salvo el o los anticipo(s)):

| No. de pago | Tras la presentación y aprobación por parte de la UNESCO de los siguientes trabajos: | Artículo I Referencia | Fecha límite de entrega | Divisa del acuerdo/monto |
|-------------|--|-----------------------|-------------------------|--------------------------|
| 1 | Resultado 1 Actividad 1 | I | 30/09/2022 | CLP 7.480.000,00 |
| 2 | Resultado 1 Actividad 2 | I | 31/10/2022 | CLP 17.795.360,00 |
| 3 | Resultado 1 Actividad 3 + 4 | I | 31/11/2022 | CLP 3.976.720,00 |
| 4 | Resultado 1 Actividad 5 + 6 + 7 | I | 15/12/2022 | CLP 12.496.880,00 |
| 5 | Resultado 1 Actividad 8 + 9 + 10 | I | 30/01/2023 | CLP 14.620.320,00 |

| | | | | |
|----|---|---|-------------|-------------------|
| 6 | Resultado 2 Actividad 1 | I | 31/03/2023 | CLP 5.085.420,00 |
| 7 | Resultado 2 Actividad 1 BC633CRP9100 | I | 31/03/2023 | CLP 5.279.120,00 |
| 8 | Resultado 2 Actividad 2 + Resultado 3 Actividad 1 | I | 30/04/2023 | CLP 9.776.800,00 |
| 9 | Resultado 2 Actividad 3 | I | 30/06/2023 | CLP 6.062.320,00 |
| 10 | Resultado 3 Actividad 2 | I | 31/07/2023 | CLP 10.070.720,00 |
| 11 | Resultado 3 Actividad 3 | I | 30/09/2023 | CLP 12.124.640,00 |
| | | | Monto total | CLP104.768.400,00 |

5.2.2 La UNESCO llevará a cabo una evaluación exhaustiva de los resultados del Socio al menos una vez al año. La primera de estas evaluaciones tendrá lugar antes del 30/10/2023.

5.2.3 El último pago (un mínimo del 10% del Acuerdo) sólo se tramitará tras la recepción de un estado financiero y la aceptación del (de los) informe(s) de actividades anteriormente mencionado(s).

5.3 Fuente de los fondos

5.3.1 Si el proyecto "Análisis Curricular ERCE 2025" se financia con contribuciones extrapresupuestarias, la UNESCO pagará al Socio con los fondos asignados por la fuente de financiamiento de conformidad con el acuerdo de financiamiento que rige el proyecto "Análisis Curricular ERCE 2025" descrito en el Anexo I. Todos los pagos de la UNESCO se efectuarán a condición de que la UNESCO haya recibido los fondos de la fuente de financiamiento.

5.3.2 En caso de retraso en el pago o de impago de los fondos por parte de la fuente de financiamiento, la UNESCO lo notificará inmediatamente al Socio. La UNESCO no estará obligada a pagar o reembolsar al Socio por las actividades realizadas por éste después de la notificación de retraso o impago por parte de la fuente de financiamiento.

5.4 Pago anticipado

5.4.1 Uno de los pagos anteriores representa un "pago anticipado", es decir, el pago de una parte de los fondos por adelantado a la finalización satisfactoria de los trabajos previstos:

Si: N° de pago No

5.4.2 En caso afirmativo, el monto de este anticipo no deberá exceder los gastos que el Socio deberá pagar antes de la finalización de la(s) tarea(s) mencionada(s) en el Acuerdo anterior y que se relaciona(n) con:

| | Descripción detallada | Monto/divisa |
|-----|-----------------------|--------------|
| (i) | | |

5.5 Reembolso

5.5.1 Si los trabajos correspondientes a alguno o a todos los pagos en cuotas anteriormente mencionados no se completan a satisfacción de la UNESCO y/o antes de la expiración del presente Acuerdo, la UNESCO tendrá derecho a exigir el reembolso parcial o total de los fondos transferidos al Socio. Lo mismo se aplicará si los trabajos/servicios ya prestados por el Socio son inservibles o inadecuados en relación con los planes de trabajo estipulados en el Artículo II anterior.

5.5.2 La UNESCO también tendrá derecho a que el Socio le reembolse o compense cualquier cantidad pagadera al Socio por cualquier cantidad pagada por la UNESCO y utilizada por el Socio de forma no conforme con los términos y condiciones del presente Acuerdo, incluida cualquier cantidad que, según las auditorías, los controles aleatorios o las investigaciones, haya sido pagada o utilizada de esta forma; por cualquier cantidad pagada por la UNESCO o utilizada por el Socio como resultado de que el Socio o cualquiera de sus empleados o personal haya participado en cualquier práctica corrupta, fraudulenta, colusoria, coercitiva o de obstrucción (tal como se definen estos términos en el artículo 12 de los Términos y Condiciones Generales adjuntas); por cualquier cantidad no gastada; por cualquier cantidad transferida por la UNESCO al Socio pero que no esté incluida o reflejada adecuadamente en cualquier informe financiero o respaldada por la documentación y los registros apropiados; por cualquier cantidad pagada por la UNESCO en relación con un gasto no admisible;

5.5.3 Cualquier fracción de los fondos aportados por la UNESCO para la ejecución por parte del Socio de los planes de trabajo acordados que no se haya gastado al término operativo del proyecto "Análisis Curricular ERCE 2025" será reembolsada a la UNESCO o, en su caso, retenida por ésta.

5.5.4 Las sumas que deban reembolsarse se devolverán a la UNESCO en la misma divisa que los pagos originales transferidos al Socio.

5.6 Signatarios autorizados

La lista de los signatarios autorizados a los que se les ha confiado la debida delegación de la autoridad para tomar decisiones figura en la lista del Anexo III.

Artículo VI. Derechos de autor, patentes y otros derechos de propiedad

La UNESCO tendrá derecho a todos los derechos de propiedad intelectual y otros derechos de propiedad, incluso, pero sin limitarse a ello, patentes, derechos de autor y marcas registradas con respecto a los productos o documentos y otros materiales que tengan una relación directa con la ejecución del presente Acuerdo o que se produzcan, preparen o recopilen como consecuencia del mismo. El Socio tomará todas las medidas necesarias, ejecutará todos los documentos necesarios y, en general, ayudará a garantizar dichos derechos de propiedad y a transferirlos a la UNESCO de conformidad con los requisitos de la legislación aplicable.

La UNESCO opera conforme a una política de acceso abierto que utiliza las licencias Creative Commons IGO 3.0 para compartir sus contenidos. Esto implica que el Socio, al adquirir los derechos que se van a transferir a la UNESCO, debe hacer todo lo posible para garantizar los derechos que permitan a la UNESCO aplicar esta política.

Artículo VII. Modificaciones

El presente Acuerdo podrá modificarse mediante una carta rectificativa en la que se especifiquen todas las modificaciones y que será firmada por la UNESCO y el Socio. Si el Socio desea proponer

modificaciones, las propuestas deberán ser comunicadas a la UNESCO al menos 15 días antes de la expiración del Acuerdo y, si se considera necesario, se preparará una carta de modificación para su mutuo acuerdo y firma.

Artículo VIII. Idioma de las comunicaciones

Todas las comunicaciones relacionadas con el Acuerdo, incluidos los informes a los que se refiere el Acuerdo y sus anexos, se redactarán en español. Si la UNESCO lo solicita, irán acompañadas de una traducción o un resumen en inglés o francés cuando el idioma del Acuerdo no sea el inglés o el francés.

Artículo IX. Anexos

Los Anexos forman una parte integrante del presente Acuerdo. El Socio declara que los Anexos están a su disposición y que conoce su contenido y los compromisos correspondientes.

Artículo X. Términos y condiciones de la UNESCO

El presente Acuerdo está sujeto a los términos y condiciones de la UNESCO que se adjuntan. El Socio y la UNESCO acuerdan someterse a las disposiciones contenidas en los siguientes documentos, que constituyen el único acuerdo contractual jurídicamente válido entre las Partes y que tendrán prioridad en caso de conflicto en el siguiente orden:

- a) El presente Acuerdo y los términos y las condiciones generales que se adjuntan;
- b) El plan de trabajo y el desglose del presupuesto que se adjuntan [si corresponde];
- c) En el caso de los proyectos financiados por la UE, prevalecerán las cláusulas específicas de los términos y las condiciones generales de los Acuerdos de Subvención o Delegación del Pilar [si corresponde];
- d) La propuesta del Socio [si corresponde];
- e) Cualquier otro documento.

Firmado en nombre del Director General de la UNESCO: URIBE SALAZAR, CLAUDIA; Fecha: 13/09/2022; Título: DIRECTORA DE OFICINA Y REPRESENTANTE DE LA UNESCO.
Aprobado por vía electrónica en el sistema de la UNESCO el 13/09/2022 por Uribe Salazar, Claudia.

Socio [por favor, firme y devuelva a la UNESCO un original del Acuerdo y conserve el segundo original para su propio uso]:
CARMEN SOTOMAYOR ECHENIQUE; Fecha: 14/09/2022; Título: Profesor de Estado en Castellano, UNIVERSIDAD DE CHILE.

2. **APRUEBASE**, la enmienda suscrita por las partes que modifica el contrato aprobado en el resuelto anterior, cuyo texto traducido es el siguiente:

Artículo I. Responsabilidades generales de las partes

Dado que las Partes han acordado cooperar plenamente y actuar de forma consultiva, tal como se indica en el presente Acuerdo de Socios de Ejecución (en adelante, el "Acuerdo"), y utilizar los servicios de la otra parte durante el establecimiento y la ejecución del presente Acuerdo,

1.1. Las Partes se comprometen a cumplir con sus respectivas responsabilidades de acuerdo con las disposiciones del presente Acuerdo.

1.2. Las Partes se mantendrán mutuamente informadas de todas las actividades pertinentes relativas a la ejecución del plan de trabajo y celebrarán consultas cuando cualquiera de las Partes lo considere oportuno, incluyendo cualquier circunstancia que pueda afectar a la obtención de los objetivos del proyecto "Análisis Curricular ERCE 2025".

1.3. Las Partes se abstendrán de cualquier acción que pueda afectar en forma negativa a los intereses de la otra Parte y cumplirán sus compromisos con el máximo respeto a los términos y condiciones del presente Acuerdo y a los principios de las Naciones Unidas.

1.4. De conformidad con la disposición del proyecto "Análisis Curricular ERCE 2025" descrito en el Anexo I, junto con el presupuesto asociado (Anexo II), la UNESCO y el Socio acuerdan lo siguiente:

Esta enmienda no modifica los productos, fechas y montos de pagos que ya fueron revisados y aprobados previamente por el "Contract Committe". Se realiza esta enmienda para detallar y aclarar la redacción uno de los outputs de este proyecto:

Quedando de la siguiente forma:

Donde dice:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 1: Directrices para una propuesta regional

Producto final: Primer borrador con las directrices

Indicador de rendimiento: Borrador entregado

Referente: 1 proyecto de documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 8

Debe decir:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 1: revisión de los programas de estudio priorizados

Producto final: borrador entregado

Referente: 1 documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 7

Donde dice:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 1: Directrices para una propuesta regional

Producto final: Primer borrador con las directrices

Indicador de rendimiento: Borrador entregado

Referente: 1 proyecto de documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 8

Debe decir:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 2: Directrices para una propuesta regional

Producto final: primer borrador con las directrices

Indicador de rendimiento: Primer borrador con las directrices

Referente: 1 documento borrador

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 8

Donde dice:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 2: Informe del "Análisis Curricular de ERCE 2025" - hallazgos en lenguaje, matemáticas y ciencias en los currículos de ALC.

Producto final: Documento final del "Análisis Curricular ERCE 2025" - hallazgos y orientaciones para los currículos de los países de ALC

Indicador de rendimiento: Documento entregado

Referente: 1 documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 10

Debe decir:

Resultado 2: Directrices para la mejora de la política curricular.

Actividad 3: Informe del "Análisis Curricular de ERCE 2025" - hallazgos en lenguaje, matemáticas y ciencias en los currículos de ALC.

Producto final: Documento final del "Análisis Curricular ERCE 2025" - hallazgos y orientaciones para los currículos de los países de ALC

Indicador de rendimiento: Documento entregado

Referente: 1 documento

Beneficiario: OREALC/UNESCO Santiago y equipos técnicos nacionales de todos los países participantes

Fecha de finalización: Mes 10

En cuotas 5.2 los valores en CLP no sufren modificaciones. Las modificaciones sólo son de texto.

En Fechas y productos finales

Donde dice:

1) Resultado 1, Actividad 1: Actualización del marco conceptual y metodológico

CLP 7.480.000 (USD 8.500)

30-sept-22

BC475RLA1000

Debe decir.

1) Resultado 1, Actividad 1: Actualización del marco conceptual y metodológico

CLP 7.611.214 (USD 8.650)

30-sept-22

BC475RLA1000

Donde dice:

6) Resultado 2, Actividad 1: Revisión de los programas de estudio prioritarios

CLP 5.085.520 (USD 5.779)

31-mar-23

BC475RLA1041

Debe decir.

6) Resultado 2, Actividad 1: Revisión de los programas de estudio prioritarios
CLP 4.954.306 (USD 5.630)
31-mar-23
BC475RLA1041

Reproduce a continuación íntegramente el acuerdo aprobado en el resuelvo anterior.

Firmado en nombre del Director General de la UNESCO: URIBE SALAZAR, CLAUDIA; Fecha: 28/10/2022;
Título: DIRECTORA DE OFICINA Y REPRESENTANTE DE LA UNESCO.
Aprobado por vía electrónica en el sistema de la UNESCO el 28/10/2022 por Uribe Salazar, Claudia.

Socio [por favor, firme y devuelva a la UNESCO un original del Acuerdo y conserve el segundo original para su propio uso]:
CARMEN SOTOMAYOR ECHENIQUE; Fecha: 29/11/2022; Título: Directora Instituto de Estudios Avanzados en Educación.

3. **IMPÚTESE**, el cumplimiento que implica el presente contrato al Título Ingresos, Subtítulo 1, ítem 1.1 del presupuesto universitario vigente en el marco de los recursos disponibles del centro de registro N° 130607019101189 del proyecto Análisis Curricular ERCE 2025, UNESCO.

ANÓTESE, REGÍSTRESE Y COMUNÍQUESE

Carmen
Sotomayor
Echenique

Firmado digitalmente
por Carmen
Sotomayor Echenique
Fecha: 2022.12.02
12:47:33 -03'00'

CARMEN SOTOMAYOR ECHENIQUE
Directora
Instituto de Estudios Avanzados en Educación

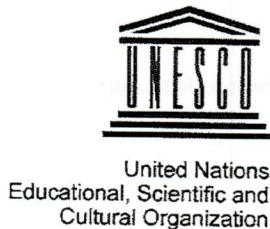
DISTRIBUCIÓN:

- Contraloría U. de Chile
- Instituto de Estudios Avanzados en Educación
- Oficina Central de Partes, Archivo y Microfilm

Contract N°: 4500469956-A1
(Please quote this reference in all correspondence and communications)

IMPLEMENTATION PARTNERS AGREEMENT

between



THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION
(hereinafter called "UNESCO")
the headquarters of which are
situated in Paris
UNESCO Office in Santiago
2058 Enrique Delpiano, Providencia
0000 SANTIAGO
Chile

and Name *Universidad de Chile*
Instituto de Estudios
Avanzados en Educacion
(hereinafter called "the Partner")
Address *75 Periodista Jose Carrasco*
Tapia
8330014 Santiago
Chile
Vendor
number *339168*

This contract cancels and replaces the initial contract number 4500469956

Article I – General Responsibilities of the Parties

Given, that the Parties have agreed to fully cooperate and act in a consultative manner, as outlined in this Implementation Partners Agreement (hereafter the "Agreement"), and to avail of each other's services during the establishment and implementation of this Agreement,

1.1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement.

1.2. The Parties shall keep each other informed of all relevant activities pertaining to the implementation of the work plan, and shall hold consultations when either Party considers it appropriate, including any circumstance that may affect the achievement of the objectives of the project "Curricular Analysis ERCE 2025".

1.3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with the fullest regard for the terms and conditions of this Agreement and the principles of the United Nations.

1.4. In conformity with the provision of the project "Curricular Analysis ERCE 2025" described in Annex I, together with the associated budget (Annex II), UNESCO and the Partner hereby agree as follows:

Esta enmienda no modifica los productos, fechas y montos de pagos que ya fueron revisados y aprobados previamente por el Contract Committee. Se realiza esta enmienda para detallar y aclarar la redacción uno de los outputs de este proyecto.

Quedando de la siguiente forma:

Donde dice:

Output 2: Guidelines for curriculum policy improvement

Activity 1: Guidelines for a regional proposal.

Deliverables: First draft with the guidelines

Performance indicator: Draft delivered

Benchmark: 1 draft document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 8

Debe decir:
Output 2: Guidelines for curriculum policy improvement
Activity 1: Review of prioritized study programs
Deliverables: Draft delivered
Benchmark: 1 document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 7

Donde dice:
Output 2: Guidelines for curriculum policy improvement
Activity 1: Guidelines for a regional proposal.
Deliverables: First draft with the guidelines
Performance indicator: Draft delivered
Benchmark: 1 draft document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 8

Debe decir:
Output 2: Guidelines for curriculum policy improvement
Activity 2: Guidelines for a regional proposal.
Deliverables: First draft with the guidelines
Performance indicator: Draft delivered
Benchmark: 1 draft document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 8

Donde dice:
Output 2: Guidelines for curriculum policy improvement
Activity 2: Report of the ERCE 2025 curricular analysis: findings in language, mathematics and sciences in LAC curriculums.
Deliverables: Final document of ERCE 2025 curricular analysis: findings and guidelines for LAC curriculums
Performance indicator: Document delivered
Benchmark: 1 document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 10

Debe decir:
Output 2: Guidelines for curriculum policy improvement
Activity 3: Report of the ERCE 2025 curricular analysis: findings in language, mathematics and sciences in LAC curriculums.
Deliverables: Final document of ERCE 2025 curricular analysis: findings and guidelines for LAC curriculums
Performance indicator: Document delivered

Benchmark: 1 document

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries

Completion date: Month 10

En Installments 5.2 los valores en CLP no sufren modificaciones. Las modificaciones sólo son de texto.

En dates and deliverables:

Donde dice:

- 1) Output 1 Activity N°1: Upgrade of the conceptual and methodological framework
CLP 7.480.000 (USD8.500)
30-sept-22
BC475RLA1000

Debe decir:

- 1) Output 1 Activity N°1: Upgrade of the conceptual and methodological framework
CLP 7.611.214 (USD8.650)
30-sept-22
BC475RLA1000

Donde dice:

- 6) Output 2 Activity N°1: Review of prioritized study programs
CLP 5.085.520 (USD5.779)
31-mar-23
BC 475RLA1041

Debe decir:

- 6) Output 2 Activity N°1: Review of prioritized study programs
CLP 4.954.306 (USD 5.630)
31-mar-23
BC 475RLA1041

Implementation Partner Agreement Terms of reference Curricular Analysis ERCE 2025

Background

The goal of the Latin American Laboratory for the Evaluation of the Quality of Education (LLECE) of OREALC/UNESCO Santiago is to generate and disseminate valid, reliable information for the monitoring of students' learning achievements in the region, with the framework of the 2030 Agenda as its context. Its main initiative, the Regional Comparative and Explanatory Study (ERCE), is administered periodically to third and sixth grade students and consists of a large-scale assessment that is designed and implemented with the active participation of the LLECE member countries of the region.

The Regional Comparative and Explanatory Study (ERCE) seeks to provide high quality empirical evidence regarding the learning achievements of students in the region and the contextual factors associated with those achievements. The ERCE is the largest and most representative assessment of primary-level learning in the region. Each new cycle of the study provides inputs of great relevance to educational systems and facilitates their own analysis of ongoing strengths and

challenges.

For more than 27 years, the Laboratory has collaborated with most Latin American countries and their national assessment units to measure learning achievements of elementary school students. Four regional comparative and explanatory studies have been conducted (PERCE 1997, SERCE 2006, TERCE 2013 and ERCE 2019 under the supervision of LLECE.

LLECE has contributed to the development of a culture of evaluation in the region and has helped countries develop and refine their own evaluation systems. The ERCE 2019 covered more than 3,800 schools and more than 160,000 students, representing almost 20 million students in the third and sixth grades; the first time, a set of socio-emotional skills were included in the study. Through the ERCE, the Laboratory has legitimized its collaboration with countries and at the same time, has facilitated political dialogue with ministries of education. Through the Laboratory and its studies, information on the educational systems of Latin American countries within the framework of the E2030 Agenda is widely available.

With regard to ERCE 2025, the experience of the Laboratory in the implementation of these studies has generated relevant information for the global education agenda and the achievement of SDG 4, "to ensure inclusive and equitable quality education and promote lifelong learning opportunities for all". Furthermore, it constitutes an essential regional monitoring mechanism for the implementation of the Education 2030 Agenda, as it is the main primary education evaluation tool that can contribute to early action in support of the well-being and learning of each child.

The ERCE 2025 will evaluate and compare the performance of students in the areas of mathematics and language at the third and sixth grade levels, and in natural sciences at the sixth grade level. As in the four previous versions of this exercise, ERCE 2025 will provide solid empirical evidence for the formulation of educational policies, based on practices and processes that improve and strengthen the quality and equity of school education.

As an assessment of large-scale learning achievements, ERCE will maintain the features of its most recent latest application in future versions. The focus on primary education will continue and the participants will be children of third and sixth grade of the educational system in Latin American countries. The areas of the assessment will be mathematics, language and sciences, the latter in sixth grade only. The comparability is a defining feature of the study and will be ensured in subsequent versions.

The ERCE is a curricular-based assessment, and the curricular frameworks of the participating countries are considered in its design. For the 2025 version, the updating of the curricular framework will take into account not only the changes made by countries due to political reforms, but also the changes made in the context of the COVID 19 pandemic. This approach gives the LLECE an opportunity to highlight the main changes in the curricula during the past years.

LLECE's implementation strategy consists of selecting a highly qualified partners to carry out the study and its main activities, chose on the based of their capacity to add value to the overall project. This document establishes the Terms of Reference for the Implementing Partner that will develop the Curricular Analysis for the ERCE 2025, to be conducted between August 2022 and May 2023.

LLECE Governance

Countries that are members of LLECE pay an annual membership for a defined period that which covers the period of implementation of the ERCE study. Each country delegates a representative (National Coordinator), who coordinates the implementation of the study within the country, and who is in charge of representing the interests of their country at the assembly of National Coordinators and the Technical Coordination of LLECE. Several National Coordinators' Meetings are held annually, in person or through video calls. The participation of ERCE 2025 Implementing Partners is required in all and including delivering updates on the technical progress of the project.

Additional, LLECE relies on a technical team called the called High Level Technical Council - CTAN, for name in Spanish), which is comprised of four international experts in the field of educational assessment. This Council reviews progress in the development of the project and makes recommendations to correct possible errors and guide next steps. There are approximately five annual meetings with CTAN, at least one in-person. For all of these meetings, previous coordination

with the Implementing Partner is required to prepare the documents that will be sent to CTAN two weeks before the meeting, and then to prepare the presentations presented during the meeting. For the ERCE 2025 cycle, the first CTAN meeting it is expected at the end of the present year.

About the Curricular Analysis

The ERCE uses a curriculum approach and measures learning achievements in line with the most common learning goals in the region, according to what the countries define in their curricular programs or policies (UNESCO 2020). Thus, the main purpose of the curricular analysis in the process of the ERCE is to undertake a study of the curriculum of each participating country in the areas and grades assessed (language and mathematics in third and sixth grade, sciences sixth grade). The instruments for learning assessment are then built on the basis of this curricular analysis.

LLECE's most recent studies – the Regional Comparative and Explanatory Study (ERCE 2019), SERCE in 2006 and TERCE (2013) included a curricular study of the participating countries. For the 2019 version, nineteen¹ curriculums were analyzed². In addition, a supplementary analysis was conducted to review the extent of presence of contents related to global citizenship education (GCED) and education for sustainable development (ESD) in the grades and areas assessed. As such, a second objective of the curricular analysis consists in the review of the alignment of the regional curricular frameworks with the sustainable development goals mobilized by UNESCO. As a starting point, the latest curricular analysis (ERCE 2019) gives an overview of the status of curricular programs in the region. The next study will therefore consider LLECE's previous work. However, the current scenario presents a challenge given school closures during the 2020 and 2021 due sanitary reasons in the context of the pandemic. As a region, Latin America had extensive periods of closure, from 10 to 15 months depending on the country (UNESCO 2021). In this context, the third objective of the analysis lies in identification of changes in the curricular programs as consequence of the pandemic or other process.

Objectives of the ERCE 2025 curricular analysis

The overall objective of the ERCE 2025 Curricular Analysis is to study in a curricular and pedagogical matter, based on the curricular programs and plans of the participating countries, and the framework of the Sustainable Development Goals.

The specific objectives are:

- Define the curricular framework for the elaboration of the ERCE 2025 learning assessment instruments by subject matters and grade levels.
- Define the criteria that allows comparability between the ERCE 2019 and ERCE 2025, according to the common elements of the curricula and the Agenda 2030 framework.
- Develop recommendations for the curricular development in consideration of the Agenda 2030 framework and its alignment with the programs of the Latin American countries.
- Identify changes in the curricular programs as a consequence of the pandemic or other reason.

Description of main activities and products

The curricular analysis has three outputs. The first is the curricular analysis specifically for the construction of items for the ERCE 2025 instrument – in other words, the definition of the conceptual and methodological framework for the ERCE 2025. The second and third outputs are the curricular guidance for the Latin-American Region and the Agenda2030 alignment.

1. Conceptual and methodological framework for the ERCE 2025 (Output 1)

This phase aims to review the current curricular of every participating country. As mentioned above, the ERCE is built based on a curricular convergence of every national program. Thus, the curricular analysis consists in reviewing the official documents of the countries in order to identify the concordance level between the national programs. This implies a double challenge. On one hand, building the framework that will lead the later analysis. On the other hand, the comparability with the last version of ERCE. Additionally, the current ERCE cycle presents a challenge given the actual post-pandemic context and the implications in the regional curriculum. To guide the methodological work and confront the challenges, two elements are required:

First, the curricular analysis needs to consider the disciplinary, pedagogical and evaluative domain of the national programs as well as its linkage with the main educational components of the

Sustainable Development Agenda. A first curricular review in Language, Mathematics and Science, plus a peer review of other stakeholders for its validation are some of the activities considered to achieve this goal.

Second, the analysis needs to identify the common elements in a national level and in an inter-study (inter-ERCE) level. The purpose of this feature consists in assuring the comparability between both countries and previous versions of the ERCE. For this reason, the review of the national documents may include other grades than third and sixth.

The first set of activities of the output 1 consists in gathering and reviewing the curricular information described in the official documents of the countries' curriculum. The first curricular review ends with the upgrade of the current framework, defined for ERCE 2019 (activities N°1 and N°2).

The validation of the information is needed in every step of the curricular analysis study. In order to do so, the work alongside the professional teams of the countries will be considered during the complete study. Thus, the first review needs to be validated by the national teams (activity N°3) and curricular specialist (activity N°4). This inputs the elaboration of the second curricular document (activity N°5), the comparison tables for ERCE 2019 – ERCE 2025 (activity N°6) and the second country consultation for the validation of the comparison tables (activity N°7). This set of activities ends with the activity 8 elaboration of the specification tables' final report. The specification tables are a fundamental asset for the ERCE 2025 instruments.

As well as the participation of the countries during the complete review is essential for the curricular analysis, it is the capability building approach in every LLECEs project. The test items construction workshop (activity N°9) aims to reinforce the capabilities in a fundamental piece of large-scale assessment which is item elaboration. A percentage of the items that will be included in the ERCE 2025 will come from national teams.

The activity N°10 will summarize the complete curricular analysis research project, describing the steps of the process, highlighting recommendations for future studies of this kind.

Output 1: ERCE 2025 Curricular analysis provided to the OREALC/UNESCO and countries

Activity 1: Upgrade of the conceptual and methodological framework

Deliverables: 1 Report with the upgrade of the conceptual and methodological framework

Performance indicator: Report delivered

Benchmark: 1 report

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries

Completion date: Month 1

Activity 2: First curricular review in Language, Mathematics and Science

Deliverables: Review reports of the curricular in language, mathematics and science

Performance indicator: Number of reports delivered

Benchmark: 3 report (one per discipline)

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries

Completion date: Month 2

Activity 3: First National consultation – validation of the first curricular review

Deliverables: Consultation instrument per discipline and country for the consultation

Performance indicator: Number of instruments delivered

Benchmark: 3 instruments per country

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries

Completion date: Month 2

Activity 4: Peer review first curricular approach

Deliverables: Peer review briefing per country
Performance indicator: Number of briefings delivered
Benchmark: 1 briefing per country
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 3

Activity 5: Development of the second Curricular document review: subdomains, concepts and abilities, and competencies for language, mathematics and science
Deliverables: Documents per discipline and country with the definition of subdomains, concepts, abilities, and competencies
Performance indicator: Number of documents delivered
Benchmark: 3 documents per country
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 4

Activity 6: ERCE2019 – ERCE2025 comparison tables
Deliverables: First version of the comparison tables (or specification tables) report
Performance indicator: Report delivered
Benchmark: 1 report
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 4

Activity 7: Second National consultation – validation of the specification tables
Deliverables: Second consultation instrument per discipline and country for the consultation
Performance indicator: Number of instruments delivered
Benchmark: 3 instruments per country
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 4

Activity 8: Elaboration of the specification tables final report
Deliverables: Final version of the specification tables report
Performance indicator: Report delivered
Benchmark: 1 report
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 5

Activity 9: Collaboration in the test items construction workshop
Deliverables: PowerPoint Presentation for the workshop
Performance indicator: PPT delivered
Benchmark: 1 PowerPoint Presentation
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 5

Activity 10: Narrative report: study systematization
Deliverables: Narrative report on the curricular analysis
Performance indicator: Report delivered
Benchmark: 1 report

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 5

Guidelines for curriculum policy improvement and for alignment with the Sustainable Development Agenda (Outputs 2 and 3)

These two outputs of the proposal aims to explore and describe the normative approach of the institutional framework based on the Sustainable Development Agenda. For the last curricular analysis conducted in the ERCE 2019 cycle, a 'general framework' was elaborated. The product considered official documents and developed a framework based on conceptual definitions (such as quality of education, learning assessment, curriculum, competencies), structure of the specification tables, and approach and methodological definition. For the current curricular analysis (ERCE 2025), an upgrade of the document by the partner is expected. The upgrade will consider the official documents related to the Sustainable Development Agenda, which will be provided by the LLECE of the OREALC/UNESCO.

The outputs also aims to return recommendations or guidelines to the countries based on the results of the curricular analysis. For the last ERCE, an exploratory study was conducted under the framework of the Agenda 2030 results for Global Citizenship Education and Sustainable Development Education. This conceptualization was built after the analysis of the national curriculum and its results gave some insights on how the different curriculums for third and sixth grade are including this framework. It is expected for the ERCE 2025 an upgrade and deeper analysis on the Sustainable Development framework is contended in the primary education curriculums in the Latin American region. The analysis aims to describe how the curricula in the region are aligned with the 2030 Agenda as well as, based on this concordance, to develop recommendations for the measurement of new domains considered the Sustainable Development Framework. The recommendations should explore dimensions such as social emotional skills, citizenship, climate change, and health and nutrition, among others. Organizational documentation will be provided.

On the other hand, the curricular analysis per disciplinary area is rich in revealing new information. The curriculum declares what students should learn in every social and cultural context, thus, with regional information, the countries are about to know more about perspectives, divergences and convergences. Although this knowledge can be extremely useful, the events of the last two years highlight an additional purpose. After the sanitary crisis due to Covid-19 pandemic and the school closure in almost every educational system in the region, many educational ministries might be forced to reconsider the curricular structures in order to address learning losses. The guidelines for the curriculum policy improvement must include a review of the curricular adjustment designed and conducted by the countries during this last years.

Output 2: Guidelines for curriculum policy improvement

Activity 1: Guidelines for a regional proposal.

Deliverables: First draft with the guidelines

Performance indicator: Draft delivered

Benchmark: 1 draft document

Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries

Completion date: Month 8

Activity 2: Report of the ERCE 2025 curricular analysis: findings in language, mathematics and sciences in LAC curriculums.

Deliverables: Final document of ERCE 2025 curricular analysis: findings and guidelines for LAC curriculums

Performance indicator: Document delivered
Benchmark: 1 document
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 10

Output 3: Sustainable development alignment report
Activity 1: Review of the Sustainable Development Agenda official documents
Deliverables: 1 Review report of the 2030 Agenda documents that contains the normative approach of the institutions
Performance indicator: Report delivered
Benchmark: 1 report
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 8

Activity 2: Regional Report of Sustainable Development in LAC curriculum alignment (including dimensions of social emotional skills, citizenship, climate change, health nutrition)
Deliverables: Regional report of the 2030 Agenda alignment with the curriculums of Latin American
Performance indicator: Report delivered
Benchmark: 1 report
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 11

Activity 3: Recommendation report for the measurement of a Sustainable Development framework based on the curriculum alignment (including dimensions of social emotional skills, citizenship, climate change, health and nutrition)
Deliverables: Recommendation report measurement of a Sustainable Development framework
Performance indicator: Report delivered
Benchmark: 1 report
Beneficiary: OREALC/UNESCO Santiago and National technical teams of all the participating countries
Completion date: Month 13

Product Ownership and Confidentiality

- The products obtained as a result of this contract shall be the exclusive property of OREALC/UNESCO Santiago, as well as any work produced in the performance of the respective contract. The contracted entity will undertake to maintain confidentiality on issues related to the service provided.

Technical Counterpart of the Study

The LLECE Coordinator is considered as the UNESCO technical counterpart for this study. LLECE's functions and tasks for adequate fulfillment of the contract are outlined below:

- a) To define the operational agreements necessary through documents with key milestones contained in these guidelines (and subsequently the contract). These agreements may be administrative, operational and/or technical that may arise during the development of ERCE study, without this implying that any changes to the essential aspects of these terms and conditions, the contract timeframes, technical proposal or the amounts set out in the financial proposal.
- b) To supervise the development of the service and ensure strict fulfillment of study objectives, the timeframes agreed to for product delivery and the related quality standards.
- c) To hold periodic meetings with the technical counterpart appointed by the Implementation Partner.
- d) To clarify and provide guidance with regard to the development of the agreed activities.

- e) To provide support and establish deadlines for remedying any problems or shortfalls identified in the development of activities.
- f) To issue statements to the Partner regarding situations or non-compliance that may affect the overall contract.

Dates and deliverables

The ERCE 2025 curricular analysis is planned for September 2022 – September 2023. The contract will be developed under the modality of UNESCO Implementing Partner.

- 1) Output 1 Activity N°1: Upgrade of the conceptual and methodological framework
CLP 7.480.000 (USD8.500)
30-sept-22
BC475RLA1000
- 2) Output 1 Activity N°2: First curricular review in Language, Mathematics and Science
CLP 17.795.360 (USD20.222)
31-oct-22
BC 475RLA1000
- 3) Output 1 Activity N°3: First National consultation – validation of the first curricular review
Output 1 Activity N°4: Peer review first curricular approach
CLP3.976.720 (USD4.519)
30-nov-22
BC475RLA1000
- 4) Output 1 Activity N°5: Development of the second Curricular document review: subdomains, concepts and abilities, and competencies for language, mathematics and science
Output 1 Activity N°6: ERCE2019 – ERCE2025 comparison tables
Output 1 Activity N°7: Second National consultation – validation of the specification tables
CLP 12.496.880 (USD14.201)
15-dic-22
BC475RLA1000
- 5) Output 1 Activity N°8: Elaboration of the specification tables final report
Output 1 Activity N9: Collaboration in the test items construction workshop
Output 1 Activity N°10: Narrative report: study systematization
CLP14.620.320 (USD16.614)
30-01-2023
BC475RLA1000
- 6) Output 2 Activity N°1: Review of prioritized study programs
CLP 5.085.520 (USD5.779)
31-mar-23
BC 475RLA1041

7) Output 2 Activity N°1: Review of prioritized study programs
CLP 5.279.120 (USD5.999)
31--mar-23
BC 633CRP9100

8) Output 2 Activity N°2: Guidelines for a regional proposal
CLP4.350.720 (USD4.944)
30-abr-23
BC475RLA1041

Output 3 Activity N°1: Review of the Sustainable Development Agenda official documents
CLP 5.426.080 (USD6.166)
30-abr-23
BC475RLA1041

9) Output 2 Activity N°3: Report of the ERCE 2025 curricular analysis: findings in language, mathematics and sciences in LAC curriculums.
CLP6.062.320 (USD6.889)
30-jun-23
BC475RLA1041

10) Output 3 Activity N°2: Regional Report of Sustainable Development in LAC curriculum alignment (including dimensions of social emotional skills, citizenship, climate change, health nutrition)
CLP 10.070.720 (USD11.444)
31-07-2023
BC475RLA1041

11) Output 3 Activity N°3: Recommendation report for the measurement of a Sustainable Development framework based on the curriculum alignment (including dimensions of social emotional skills, citizenship, climate change, health and nutrition)
CLP 12.124.640 (USD13.778)
30-09-2023
BC475RLA1041

Total CLP 104.768.400 / USD 119.056 (T/C clp 880)

Article II. Duties and obligations of the Partner

- 2.1. The Partner will be fully responsible for the implementation of the project "Curricular Analysis ERCE 2025" and associated risks in accordance with the agreed work plan as attached in Annex I and in particular, the Partner agrees:
- a. To the cost/budget estimate included in Annex II corresponding to the activities to be carried out by the Partner;
 - b. To be financially responsible for the utilization of the funds transferred to it by UNESCO under the present Agreement;

- c. To submit to UNESCO, for approval every 5 months, or at least before the payment of a new instalment, a narrative report on progress achieved in implementation, possible problems encountered, and remedial action proposed or taken. A final report shall also be submitted to UNESCO, for approval as soon as possible, and no later than 1 months after completion of all implementation activities;
- d. To submit to UNESCO every 5 months a financial report for approval. The Partner may use its own financial report format on condition that it includes all the data contained:
in the standard financial template in Form AM 7-11
- e. The financial reports shall be submitted in CLP;
- f. The financial reports must be duly certified by the Partner's own Financial Comptroller or equivalent, and reflect the expenditure incurred under the funds transferred within this Agreement;
- g. To submit to UNESCO a final financial report for approval as soon as possible, and no later than three (3) months after termination of all activities, and liquidation of all outstanding obligations.
In case of implementation partners agreements for the amount of less than 150, 000 in US \$ the final financial report must be certified by the Partner's own financial authority (Comptroller or equivalent).
For implementation partners agreements where the amount transferred to the Partner equals or is over 150, 000 in US \$ the final financial report must be audited by the External Auditor of the Partner.
The Partner shall provide UNESCO the name and the address of their External Auditor;
- h. To maintain financial records and books and all receipts (in original or certified copies of the original) in compliance with the provisions set out in the general terms and conditions provided thereafter;
- i. To keep separate books of its own expenses on the financial resources transferred by UNESCO under this Agreement;
- j. To provide the reports required under this Agreement in a timely manner and satisfactory to UNESCO, and furnishing all other information covering the project "Curricular Analysis ERCE 2025" and the use of any cash, supplies and, if applicable, equipment transferred to it by UNESCO that UNESCO may ask for;
- k. To exercise the highest standard of care when handling and administering the cash, supplies and equipment provided to it by UNESCO, and ensuring that its personnel will conduct itself with the highest standards of integrity and care in the administration;
- l. To provide all the facilities necessary for UNESCO to monitor the project "Curricular Analysis ERCE 2025" and inform UNESCO about all major events, reports and studies related to it during the course of implementation;
- m. To allow upon request authorized officials of UNESCO or its designated representative to have access to the project site, the Partner's offices and its personnel and to any relevant financial records and documentation;
- n. To effectively participate in the review and evaluation of implementation activities, and, if required, in the planning of any subsequent phase of the project "Curricular Analysis ERCE 2025";
- o. Failure to comply with the above reporting obligations may constitute a breach of the Agreement and may lead to termination at no cost to UNESCO.

Article III. Duties and obligations of UNESCO

- 3.1. In conformity with the provisions of the project "Curricular Analysis ERCE 2025" described in Annex I, UNESCO is the coordinator of the project "Curricular Analysis ERCE 2025". UNESCO's financial and administrative rules and regulations for implementation shall therefore apply to this Agreement, unless explicitly stated otherwise.

- 3.2. UNESCO's main duties and obligations in project management and coordination comprise the following:
- a. Providing overall guidance, oversight, technical assistance and leadership, as appropriate, for the implementation of the work plan, and making itself available for consultations as reasonably requested.
 - b. Transmit the funds allocated to the Partner for the purpose of implementing the project "Curricular Analysis ERCE 2025" in accordance with the modalities set out in the work plan.
 - c. For extrabudgetary projects, ensure liaison with the funding source, including the timely submission of all the information requested by the funding source as per the funding agreement;
 - d. Monitor the adequate implementation of the project "Curricular Analysis ERCE 2025" by the Partner and the proper management of the funds allocated;

Article IV. Duration of Agreement

- 4.1 If the Agreement is not signed by the Partner and returned to UNESCO by 15/09/2022 at the latest, it will be considered null and void. This date is subject to modification upon agreement of both Parties.
- 4.2 The effective date is the later date of signature by the Partner and UNESCO of the Agreement and its expiry date is the date of approval by UNESCO of the work submitted by the Partner, as detailed in 5.2.1.
- 4.3 If, by the expiry date of the Agreement as defined in Article 4.2 above, the Partner has performed no part of the work plan, and no advances have been paid by UNESCO, the Agreement shall be considered null and void unless an amendment extending the period of the Agreement has been signed by both Parties in accordance with Article VII below.
- 4.4 After expiration of the Agreement, the Partner cannot claim payment for work not delivered on time as stipulated in Article V.2. below. UNESCO will give its approval no later than three (3) months upon receipt of the works and financial statements.

Article V. Conditions of payments

5.1 Transfer of funds and currency of payment

- 5.1.1 The Partner, through the signature of the present Agreement, accepts responsibility for the implementation of the activities indicated in the above Article II. UNESCO will proceed with the relevant payments as reflected in the budget enclosed in Annex II, to be expended under the direct responsibility of the Partner.
- 5.1.2 All payments shall be made in the currency of the Agreement (CLP) and as specified in Article 5.2.1 below
- 5.1.3 The Partner shall not perform any other services, which may result in any costs in excess of the amount specified above without the prior written agreement of UNESCO.
- 5.1.4 All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Partner. The cost of the local bank transfers will be borne by the Partner.
- 5.1.5 The Partner shall acknowledge receipt of each payment within seven (7) calendar days of receipt.
- 5.1.6 The banking instructions for any payment arising from the present Agreement (only one banking instruction) are the following:

Name of the Bank: BANCO SANTANDER CHILE

Address of the Bank: 140 BANDERA SANTIAGO
 Name of the Account Holder: Universidad de Chile Instituto de Estudios Avanzados en Educacion
 Number of Account: 61976****
 SWIFT Address: BSCHCLRM

5.2 Instalments

5.2.1. The project "Curricular Analysis ERCE 2025" to be performed by the Partner shall be financed by UNESCO in accordance with UNESCO's Financial Regulations and the terms and conditions laid down in this Agreement. The funds are payable in the following instalments only upon certification by the UNESCO Officer responsible for this Agreement of satisfactory performance by the Partner of the work corresponding to each payment (except for the advance payment(s)):

| Payment N° | Upon submission to and approval by UNESCO of the following work | Article I Reference | Latest date for submission | Currency of the Agreement/Amount |
|--------------|---|---------------------|----------------------------|----------------------------------|
| 01 | Output 1 Activity N°1 | I | 30/09/2022 | 7611214.00 CLP |
| 02 | Output 1 Activity N°2 | I | 31/10/2022 | 17795360.00 CLP |
| 03 | Output 1 Activity N°3 + Activity N°4 | I | 30/11/2022 | 3976720.00 CLP |
| 04 | Output 1 Activity N°5 +Activity N°6+Activity N°7 | I | 15/12/2022 | 12496880.00 CLP |
| 05 | Output 1 Activity N°8 +Activity N°9+Activity N°10 | I | 30/01/2023 | 14620320.00 CLP |
| 06 | Output 2 Activity N°1 | I | 31/03/2023 | 4954306.00 CLP |
| 07 | Output 2 Activity N°1 BC 633CRP9100 | I | 31/03/2023 | 5279120.00 CLP |
| 08 | Output 2 Activity N°2+Output 3 Activity N°1 | I | 30/04/2023 | 9776800.00 CLP |
| 09 | Output 2 Activity N°3 | I | 30/06/2023 | 6062320.00 CLP |
| 10 | Output 3 Activity N°2 | I | 31/07/2023 | 10070720.00 CLP |
| 11 | Output 3 Activity N°3 | I | 30/09/2023 | 12124640.00 CLP |
| Total amount | | | | 104768400.00 CLP |

5.2.2. At least once a year UNESCO shall carry out a comprehensive assessment of the Partner's performance. The first such assessment shall hence take place by 30/10/2023.

5.2.3. Last payment (minimum 10% of the Agreement) shall only be processed after receipt of a financial statement and acceptance of the activity report(s) as listed above.

5.3. Source of funds

5.3.1 If the project "Curricular Analysis ERCE 2025" is funded from extrabudgetary contributions, UNESCO shall pay the Partner from the funds allocated by the funding source in accordance with the funding agreement governing the project "Curricular Analysis ERCE 2025" described in Annex I. All payments by UNESCO will be under the condition that UNESCO has received the funds from the funding source.

5.3.2 In the case of delayed payment or non-payment of funds by the funding source, UNESCO shall immediately notify the Partner. UNESCO shall not be in any obligation to pay or reimburse the Partner for activities undertaken by the latter after notification of late or non-payment from the funding source.

5.4 Advance Payment

5.4.1 One of the above payments represents an 'advance payment', i.e. a payment of a part of the funds in advance of the satisfactory completion of the work foreseen:

Yes: Payment N° No

5.4.2 If yes, the amount of this advance payment shall not exceed the expenses which the Partner will need to pay before completion of the task(s) referred to in the Agreement above and relates to:

| | Detailed Description | Amount/Currency |
|-----|----------------------|-----------------|
| (i) | | |

5.5 Reimbursement

5.5.1 If the work corresponding to any or all the above instalment payments is not completed to the satisfaction of UNESCO and /or prior to expiration of this Agreement, UNESCO shall have the right to require partial or full reimbursement of funds transferred to the Partner. The same shall apply if the works/services already rendered by the Partner are either unusable or inadequate in relation to the work plans stipulated in Article II above.

5.5.2 UNESCO shall be also entitled to a refund from the Partner or to make an offset against any amounts payable to the Partner for any amounts paid by UNESCO and used by the Partner other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNESCO or used by the Partner as a result of the Partner or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in Article 12 of the attached General Terms and Conditions); for any unspent amounts; for any amounts transferred by UNESCO to the Partner but not included or properly reflected in any financial report or supported by appropriate documentation and records; for any amounts paid by UNESCO in relation to an Ineligible Expenditure;

5.5.3 Any part of the funds contributed by UNESCO for the Partner's implementation of the agreed work plans that remain unspent at the operational termination of the project "Curricular Analysis ERCE 2025" shall be reimbursed to UNESCO, or, where relevant, retained by UNESCO.

5.5.4 Any sums to be reimbursed shall be returned to UNESCO in the same currency as the original instalments transferred to the Partner.

5.6 Authorized signatories

A list of authorized signatories entrusted with the proper delegation of authority to take decisions is set out in the list provided in Annex III.

Article VI. Copyright, patents and other proprietary rights

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

UNESCO operates under an Open Access policy using the Creative Commons IGO 3.0 licenses for sharing its content. This implies that The Partner, in acquiring rights to be transferred to UNESCO, should make all efforts to secure rights that permit UNESCO to implement this policy.

Article VII. Amendments

This Agreement may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Partner. If the Partner wishes to propose amendments, these proposals should be communicated to UNESCO at least 15 days before the expiry of the Agreement and, if deemed necessary, a letter of amendment for mutual agreement and signature shall be prepared

Article VIII. Language of communication

All communications in connection with the Agreement, including reports referred in the Agreement and its annexes, shall be in Spanish. If requested by UNESCO, they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.

Article IX. Annexes

The Annexes are an integral part of the present Agreement. The Partner attests that the Annexes are at its disposal and that he/she is aware of its contents and related commitments.

Article X. UNESCO Terms and Conditions

10.1. This Agreement is subject to UNESCO Terms and Conditions as attached.

10.2. The Partner and UNESCO agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the Parties and which shall take precedence in case of conflict in the following order:

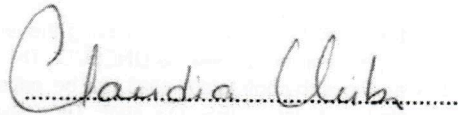
- a) The present Agreement and the General Terms and Conditions attached hereto
- b) The work plan and budget breakdown, attached hereto [if applicable];
- c) For EU funded project, specific clauses under the General Conditions for Pillar Assessed Grant or Delegation Agreements will prevail [if applicable];
- d) The Partner's Proposal [if applicable];
- e) Any other document

Signed on behalf of the Director-General of UNESCO:

Name: Uribe Salazar, Claudia

Date: 28-10-2022

Title: DIRECTOR OF OFFICE & UNESCO
REPRESENT

Signature: 

Electronically approved in UNESCO's system on 28/10/2022 by Uribe Salazar, Claudia.

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

Name: SOTONAYOR ECHENIQUE,
CARMEN

Date: 28-11-2022

Title: DIRECTORA INSTITUTO
ESTUDIOS AVANZADOS EN
EDUCACIÓN, UNIVERSIDAD
DE CHILE

Signature: 

GENERAL TERMS AND CONDITIONS FOR IMPLEMENTATION PARTNERS

1. LEGAL STATUS OF THE PARTNER

The Partner shall be considered as having the legal status of an independent entity vis-à-vis UNESCO. The Partner's personnel and sub-contractors shall not be considered in any respect as being UNESCO's staff. They shall not be entitled to any compensation or reimbursements not mentioned in the present Agreement; nor are they authorised to commit UNESCO to any expenditure or other obligations.

2. PRIVILEGES AND IMMUNITIES

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

3. Status of UNESCO

The Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The Partner confirms that it is not involved in the production of goods, or the delivery of services, which would be contrary to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

4. ETHICS AND CONDUCT

The Parties commit to carry out all their activities with the highest ethical and professional standards. This includes efficient and cost-effective management and transparent reporting and communication, to maintain credibility, reputation and integrity and to attain the best results.

The Parties shall undertake to inform their personnel to refrain from any conduct that could potentially be perceived as having an element of conflict of interest or adversely reflect on UNESCO and/or the United Nations and from any activity that is incompatible with the aim and objectives of UNESCO and/or the United Nations.

5. SOURCE OF INSTRUCTIONS

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

6. PARTNER'S RESPONSIBILITY FOR EMPLOYEES

The Partner shall be responsible for the professional and technical competence of its employees and will select, for

work under this Agreement, reliable and qualified individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT

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

8. SUB-CONTRACTING

The Partner may enter into procurement contracts (for the purchase of goods, works, or services), consultant and non-consultant services, sub-contracts, and other subsidiary agreements, as it deems necessary and appropriate.

However, it is understood that at all times, the Partner remains responsible to UNESCO for discharging responsibilities under the present Agreement, and for ensuring the successful achievement of the objectives of the project, programme or activity.

The Partner shall apply at least the standards set out in UNESCO's rules and regulations on procurement procedures and consultancy services.

9. BACKGROUND INVESTIGATIONS

Prior to employing individuals or subcontractors to perform services under this Agreement, the Partner agrees, at its own expense, to perform or cause to be performed background investigations in accordance with its own policies and procedures.

10. ASSURANCE ACTIVITIES

The Partner's activities will be subject to assurance activities. These mechanisms will be performed subject to such standards, scope, frequency and timing as decided by UNESCO according to the provisions set out in the work plan (and may cover financial transactions and internal controls related to the activities implemented by the Partner).

The Partner shall require its agents, including, but not limited to, the Partner's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assurance activities that may be carried out by UNESCO or its representative, including but non-limited to:

Audits

Initials:

UNESCO shall have the right, as its own expense, to have the Partner's books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Partner by UNESCO's, internal/external auditor, auditors as UNESCO may appoint or the Partner's own auditor.

Moreover, in accordance with article II, the Partner will have its activities under this Agreement audited. Audits shall be conducted by individual or corporate auditors to be designated by UNESCO, such as, for example, an audit or accounting firm. However, insofar as the Partner is a Government entity, UNESCO, at the request of the Government, may agree that the audit shall be conducted by the Government's supreme audit institution. The Partner shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, the Partner's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to the Partner's premises at reasonable times and on reasonable conditions in connection with such access to Partner's personnel and relevant documentation and records.

In the event that the audit is conducted by auditors designated by UNESCO, UNESCO or the auditors will provide a copy of the final audit report to the Partner without delay. In the event that the audit is conducted by the Government's supreme audit institution, the Partner will provide a copy of the final audit report to UNESCO without delay. The Partner consents to the disclosure by UNESCO of the audit report to any third party that provided financing or co-financing to UNESCO towards the implementation of the relevant parts of the programme, project or activity, upon that third party's written request to UNESCO for such disclosure.

On site reviews:

The Partner agrees also that, from time to time, UNESCO may conduct on site reviews ("spot checks"), subject to such standards, scope, frequency and timing as decided by UNESCO. To this end, the Partner shall, upon UNESCO's request, enable representatives or designees of UNESCO to conduct any such spot checks by providing a full and timely cooperation.

11. EXTENDED INVESTIGATIVE RIGHTS

The Partner agrees that UNESCO may conduct investigations, at such times as determined solely by UNESCO, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Partner relating to the performance of this Agreement. The right of UNESCO to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. The Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Partner's obligation to make available its personnel and any relevant documentation and records at

reasonable times and on reasonable conditions and to grant to UNESCO access to the Partner's premises at reasonable times and on reasonable conditions. The Partner shall require its agents, including, but not limited to, the Partner's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNESCO hereunder. It is understood that UNESCO may, at its sole discretion, contract for investigation services an individual or corporate person, or UNESCO may conduct investigations with its own staff.

12. FRAUD AND CORRUPT PRACTICES

UNESCO requires that the Partner adhere to the highest standard of moral and ethical conduct during the implementation of the Agreement and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

The Partner agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which the Partner has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Internal Oversight, UNESCO. For purposes of this Agreement, the following definitions shall apply:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

(ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

(iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(iv) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" means acts intended to materially impede the exercise of UNESCO's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

13. PREVENTION OF CORRUPTION

UNESCO shall be entitled to cancel the Agreement and to recover from the Partner the amount of any loss resulting from such cancellation, if the Partner has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to obtaining or the execution of the Agreement or any other agreement or contract with UNESCO or for showing or intending to show favour or disfavour to any person in

Initials:

relation to the Agreement or any other contract or agreement with UNESCO, if such acts have been carried out by any person employed by the Partner or acting on its behalf whether with or without the knowledge of the Partner in relation to this Agreement or any other agreement or contract with UNESCO.

14. PERFORMANCE ASSESSMENT

At least once a year UNESCO shall carry out a comprehensive assessment of the Partner's performance.

UNESCO may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNESCO.

If the Partner, for reasons beyond the Partner's control, is unable to complete the work plan within the time frame foreseen in the present Agreement, the Partner shall notify UNESCO and UNESCO shall decide whether or not to extend the Agreement. For an extrabudgetary project, and as required, UNESCO shall consult the funding source to obtain the necessary prior approval for such extension.

15. UNESCO OFFICIALS NOT TO BENEFIT

The Partner warrants that no official of UNESCO has received or will be offered by the Partner any direct or indirect benefit arising from this Agreement or the award thereof.

16. LIABILITY

Nothing in the present Agreement shall be construed as establishing a separate legal partnership, joint venture, agency, exclusive arrangement or other similar relationship.

Each Party to the present Agreement shall be solely responsible for its own acts and omissions, including those of its officials, employees, and consultants.

UNESCO shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Partner of the present Agreement.

17. INDEMNIFICATION

The Partner shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Partner, or the Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement.

This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Partner, its employees, officers, agents, servants or

sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.

18. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Partner attests that the services provided are an original work, or a new or improved product or process or service specially designed for UNESCO, and that they do not prejudice the rights of third parties and are not in violation of any applicable law.

The Partner shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement.

The Partner shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.

The Partner shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Partner or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement.

19. SECURITY

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

The Partner shall:

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

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Notwithstanding the foregoing, the Partner shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in Article 21 of the present General Terms and Conditions.

20. ENCUMBRANCES/LIENS

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

21. EQUIPMENT & OTHER PROJECTS ASSETS

Initials:

Project assets are equipment, motor vehicles, furniture, materials and supplies acquired through this Agreement, which shall be devoted exclusively to the execution of the project, programme or activity as defined in the work plan. They shall be costed whenever possible in the Budget breakdown.

Project assets acquired through this Agreement shall remain the property of UNESCO. Any equipment, motor vehicles, furniture, materials and supplies which are brought to the project, programme or activity by the Partner at its own expense shall remain the propriety of the Partner.

The Partner shall apply at least the standards set out UNESCO's rules and regulations on procurement procedures whenever purchasing the project assets under the present Agreement.

The Partner shall maintain complete and accurate records of project assets, to be made available to UNESCO upon request, and at the latest at the time of submitting the final financial certified report.

Project assets acquired through this Agreement or any assets furnished directly by UNESCO shall be returned to UNESCO at the conclusion of this Agreement at the latest or when no longer needed by the Partner, in the same condition as when delivered to the Partner, subject to normal wear and tear. The Partner shall be liable to compensate UNESCO for assets or equipment determined to be lost, damaged or degraded beyond normal wear and tear.

On termination of the present Agreement, the Partner shall consult UNESCO who will then decide on the transfer of the official title of project assets, equipment and any unused non expendable materials and supplies after due consultation with the donor funding the project, programme or activity.

22. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

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

23. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

The Partner acknowledges that UNESCO's Information, including Personal Data, is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Partner shall segregate Information provided by UNESCO or generated by the Partner under this Agreement to the fullest extent possible.

24. PERSONAL DATA PROTECTION

Both UNESCO and the Partner shall ensure an appropriate protection of personal data in accordance with their applicable regulations and rules.

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

The Partner shall promptly notify UNESCO of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article.

The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

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

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

After termination of this Agreement, the Partner shall return all Personal Data collected

Initials:

for the performance of this Agreement to UNESCO.

25. RIGHTS AND REMEDIES

Nothing in or relating this Agreement shall be deemed to prejudice or constitute a waiver of any other rights or remedies of UNESCO. UNESCO shall not be liable for any consequence of, or claim based upon, any act or omission of the Partner.

26. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, terrorism, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties and do not arise from the fault or negligence of the Party concerned.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Partner shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Partner shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Agreement. The notice shall include steps proposed by the Partner to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Partner of a reasonable extension of time in which to perform its obligations under this Agreement.

27. SUSPENSION

Either Party may suspend implementation of all or part of the Project, programme or activity if circumstances (such as Force Majeure) make continuation too difficult or dangerous. The Party suspending must inform the other Party without delay and provide all the necessary details. Each Party may terminate the Agreement in accordance with Article 28. If the Agreement is not terminated, the Partner shall endeavour to minimize the time of its suspension and shall resume implementation once circumstances allow, after obtaining the prior written approval of UNESCO.

The implementation period of the Project, programme or activity shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the Agreement that may be necessary to adapt the Project, Programme or activity to the new implementing conditions, including consultations with the funding source.

28. TERMINATION

28.01. Termination for Convenience: UNESCO may terminate the Agreement, in whole or in part, if it

determines, in its sole and absolute discretion that termination is in its best interests. In order to terminate the Agreement, UNESCO shall send the Partner a written termination notice at least fifteen (15) working days prior to the intended date of termination. Notice of such termination shall state that termination is for UNESCO's convenience as well as/the termination date. Unless otherwise instructed by UNESCO, the Partner shall stop work immediately on receipt of the termination notice and follow the instructions and directions of UNESCO. In the event of a termination for convenience by UNESCO, the Partner shall be entitled to be paid for work properly performed by the Partner prior to the effective date of termination, provided, however, that such amount shall not exceed the total Agreement instalments after adjustment to account for the amounts associated with work not performed. The Partner will also be paid for unavoidable direct costs, actually incurred by the Partner, and directly related to the termination

28.02. Termination for Force Majeure: The Partner may terminate this Agreement, by no less than ten (10) working days written notice sent to UNESCO if: (i) as the result of a Force Majeure Event, the Partner is unable to perform a material portion of the work for a period of more than thirty (30) days; or (ii) in the event the Partner reasonably determines it is unable to continue to perform the work due to a change in applicable law prohibiting it from providing such works; or (iii) the Partner is required to do so to comply with applicable laws, regulations or professional standards. UNESCO may terminate this Agreement for Force Majeure, by not less than ten (10) working days written notice sent to the Partner if: (i) as the result of a Force Majeure Event, the Partner is unable to perform a material portion of the work for a period of more than thirty (30) days; or (ii) in the event UNESCO is required to do so to comply with applicable laws, regulations or professional standards. In the event of a termination for Force Majeure, the Partner shall be entitled to be paid for work properly performed by the Partner prior to the effective date of termination, provided, however, that such amount shall not exceed the total Agreement instalments after adjustment to account for the amounts associated with work not performed.

28.03. Termination for Default: If the Partner materially fails to provide the work in accordance with the period specified or in the manner required under the Agreement; or if the work does not conform to the requirements under the Agreement; or if the Partner becomes insolvent or unable to meet its payment obligations to sub-contractors when due, or breaches any material obligation under this Agreement, UNESCO shall give the Partner a written notice describing the instances of default and giving the Partner a reasonable opportunity to cure.

If the Partner does not cure the default within the period specified in the written notice, UNESCO may, without prejudice to any other rights available to it by law, terminate the Agreement for default by written notice, specifying the reason for the default, the portion(s) of the Agreement defaulted and the effective date of termination.

Breach of Articles 10, 12, 13, 30, 34, 35 and 37 of the present General Terms and Conditions shall entitle UNESCO to terminate the Agreement with immediate effect

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29. SETTLEMENT OF DISPUTES

Amicable Settlement

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

Arbitration

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

30. CHILD LABOUR

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

If, during the course of this Agreement, the Partner discovers any infringement of this provision it must inform UNESCO immediately and take appropriate mitigating measures.

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

31. MINES

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

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

32. OBSERVANCE OF THE LAW

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

The Partner also agrees to respect the laws of the countries in which it operates, and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, the Partner certifies and warrants that it has not, nor has its staff, been convicted of any crimes, and that there are currently no lawsuits or legal actions being taken against it. Should it happen, the Partner undertakes to notify UNESCO immediately.

33. AUTHORITY TO MODIFY

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

34. ANTI-TERRORISM

The Partner agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

If, during the course of this Agreement, the Partner discovers a link with any organization or individual associated with terrorism it must inform UNESCO immediately.

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

35. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Agreement, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Partner, its employees, agents or any other persons engaged by the

Initials:

Partner to perform any services under this Agreement, shall not engage in any sexual exploitation and abuse. The Partner acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Partner, its employees, agents or any other persons engaged by the Partner to perform any services under this Agreement.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defence under this Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favours or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Partner acknowledges and agrees that sexual relationships between the Partner's employees, agents or other persons engaged by the Partner and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

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

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

36. REPLACEMENT OF PERSONNEL

UNESCO reserves the right to request the Partner to replace the assigned personnel if they are not performing to a level that UNESCO considers satisfactory. After written notification, the Partner will provide curriculum vitae of appropriate candidates within three (3) working days for UNESCO review and approval. The Partner must replace the unsatisfactory personnel within seven (7) working days of UNESCO's selection. If one or more key personnel become unavailable, for any reason, for work under the Agreement, the Partner shall (i) notify UNESCO at least fourteen (14) days in advance and (ii) obtain UNESCO's approval prior to making any substitution of key personnel. Key personnel are designated as follows: (a) Personnel identified in the proposal as key individuals (as a minimum partners, managers, senior auditors) to be assigned for participation in the performance of the Agreement; (b) Personnel whose resumes were submitted with the proposal; (c) Individuals who are designated as key Personnel by agreement of the Partner and UNESCO during negotiation. In notifying the project authority, the Partner shall provide an explanation of circumstances

necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by UNESCO shall not relieve the Partner from responsibility for failure to meet the requirements of the Agreement.

37. Use of resources

All expenses incurred by the Partner shall be consistent with its not for-profit nature, in line with applicable standards and in compliance with principles of sound financial and risk management.

The Partner shall utilize resources made available by UNESCO solely towards the cost of implementing the Project, Programme or activity in accordance with this Agreement. Eligible Costs shall constitute expenditures for implementing activities as described in the work plan, together with the associated budget and within the Implementation Period specified in Article IV. Expenses charged against this Agreement must be for actual costs incurred for authorized activities that are adequately evidenced with original documentation and can be confirmed through verification and audit.

The Partner shall not charge the same expenditure of any activity to any other projects/funds provided by UNESCO and/or other donors.

38. COMMUNICATION

Taking into account Article 22, the Parties shall make clear in all their communications with the public, governments and other entities that the Partner is a legal entity separate from the United Nations, UNESCO and any subsidiary body of UNESCO or the United Nations. In particular, whenever the Partner enters into a contract with a third party related to this Agreement, the contract shall state: (i) that the Partner is a legal entity separate from UNESCO; (ii) that the Partner is acting as an independent entity with its own governance structure; and (iii) that the Partner is not representing UNESCO when entering into the contract.

39. NOTIFICATION

All written notices under the present Agreement shall be sent to the following address:

For UNESCO

Sector/Division or Field Office: STG

Name: Maldonado Mendes, Valtencir

Title: SENIOR PROGRAMME SPECIALIST

E-mail: v.mendes@unesco.org

Fax:

For the Partner

Initials:

Name: Universidad de Chile Instituto de Estudios
Avanzados en Educacion

Title:

E-mail: xvanni@ciae.uchile.cl

Fax:

Each Party shall inform the other, in writing, of any
modification of the above information.

Initials:

