



The project is co-funded by The European Union and Sida  
该项目由欧盟和瑞典国际开发合作署共同资助

The project is co-implemented by Plan International and  
China Federation of Social Work  
该项目由国际计划和中国社会工作联合会共同执行

**PLAN INTERNATIONAL CHINA**  
国际计划（中国）

## **TERMS OF REFERENCE**

### **工作任务书**

**FOR**

**THE PRODUCTION OF A DOCUMENTARY ON BEST PRACTICES LINKED TO CHILD PROTECTION ON  
MIGRANT AND LEFT-BEHIND CHILDREN**

**记录“促进青海、安徽两省流动和留守儿童的社会保护项目”  
最佳实践经验的纪录片**

Date: October 2016

日期: 2016年10月

Budget Heading: 5. Other costs, services

预算类目: 5. 其他成本和服务

Budget line: 5.1: Publication – Documentary of child protection on migrant and left-behind children and best practices of the project

预算线: 5.1: 出版——流动、留守儿童保护及项目最佳实践的纪录片

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## 1.0 Purpose of Assignment:

### 1.0 任务目的:

- 1.1. To creatively design and provide effective presentation of a documentary showing improved responsiveness of social protection for migrant children in Qinghai and rural left-behind children in An'hui, China.

1.1 创造性地设计和提供有效的纪录片, 展示项目提升中国青海流动儿童及安徽留守儿童社会保护的响应能力。

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## 2.0 Purpose/rationale:

### 2.0 目的/基本原理:

Plan International is currently implementing a project funded by the EU and Sida, under the CSO-LA budget line with the aim to improve responsiveness of social protection for migrant and left-behind children in Qinghai and An'hui through fostering multi-actor partnerships and dialogues. During the implementation of the project it was decided to produce a visual documentary showing best practices introduced by this project. This is part of an advocacy and communication strategy as throughout the project, many activities will be conducted in order to institutionalize policy dialogue forums between Social Services Organisations (SSOs), universities, private social services agencies and Department of Civil Affairs (DoCA) to improve quality of child protection policies and the responsiveness of cash-transfer schemes to decrease social exclusion and vulnerability to violence among migrant and left-behind children.

国际计划目前正在实施的项目由欧盟和瑞典国际开发署资助, 其目的是通过建立多方合作和对话, 来改进对青海、安徽的流动、留守儿童社会保护的响应能力。在该项目实施期间, 要跟踪拍摄和制作一份纪录片, 展示出该项目的最佳实践方法。这是项目的倡导和传播战略中的一部分。整个项目中将举办许多活动, 目的是使社会服务组织(SSOs)、高校、私营社会服务机构和民政部(DoCA)等机构之间形成制度化的政策对话论坛, 这样才能够改善儿童保护政策质量和汇款计划的响应性, 减少对流动、留守儿童的社会排斥和他们应对暴力时的脆弱性。

In order to ensure increased awareness of general and specific audiences on the implementation and results of the project and that key messages are spread efficiently, the visual documentary needs to be clearly presented in a way that it's accessible for large audiences. The documentary should focus on three core components linked to key results of the project:

为了确保提升一般受众和特殊受众对项目实施和项目成果的意识, 确保有效传播主要信息, 该纪录片要以广大受众可理解的方式清晰地展示出来。纪录片应聚焦于与项目主要成果有关的三大核心要素:

- **Capacity building of the social workers** through the presentation of tools and how the social workers interact with the communities
- **社工能力建设**, 展示工具及社工与社区之间的互动。
- **The dialogue** with the social workers organisation and the establishment of a network of key actors<sup>1</sup> on child protection policies and responsiveness of cash-transfer schemes

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<sup>1</sup>See: Plan International. 'Grant Application for Improved responsiveness of social protection for migrant and left-behind children in Qinghai and Anhui, China.' 2015. The document states "The overall objective of the action is to contribute to improved responsiveness of social protection for migrant and left-behind children, through fostering **multi-actor partnerships in policy dialogues**. It is envisaged that 100% of the total population of migrant and left-behind children, in the target areas, will have improved access to effective social protection policies and interventions. Policies will be developed as a result of the involvement of and dialogue between **SSOs, universities, private social service providers and the Department of Civil Affairs (DoCA)**. The specific objective is to improve the quality of social protection services for children, including responsiveness of cash transfer schemes for migrant children in Qinghai and rural left-behind children in Anhui, through fostering dialogue between SSOs, DoCA, universities and private social service providers, in the design and implementation of relevant public policies by June 2019... By creating channels for input from **multi-actors** in policy processes the action will foster innovation in social policy development." 详见国际计划《2015 中国青海和安徽的流动、留守儿童社会保护响应能力改善的赠款应用》。文件规定: "该行动整体目标旨在通过培养政策对话中的**多主体**合作关系, 改善流动、留守儿童社会保护响应性。据设想, 目标区域的全部流动、留守儿童将有更好的机会获得有效的社会保护政策和干预。通过社会服务组织(SSOs)、高校、私营社会服务供应商和民政部(DoCA)等机构的参与和对话, 将开发相关政策。该行动的特定目标是通过培养社会服务组织、民政部、高校和私营社会服务供应商等之间的对话, 到2019年6月设计和实施相关公共政策, 以便改善儿童社会保护服务的质量, 包括青海地区流动儿童和安徽地区留守儿童的汇款计划响应性……该行动为多政策流程创造投入渠道, 将为社会政策开发培养创新精神。"



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- 与社工组织之间的**对话**，以及建立与儿童保护政策和现金转移支付响应能力有关的关键人员网络。
- **Improvement of the Cash Transfer schemes** and presentation of the new pilot targeting migrant and left-behind children
- **体现改进的现金转移支付机制**，展示以流动、留守儿童为目标的新型试点。

Each of these includes an introduction of the results to be achieved and show what steps were undertaken to achieve them and highlighting best practices that were developed along the way (by for instance interviewing key actors of the project and/or collecting testimonies from main beneficiaries of the project). Without a high quality design element, this documentary and its important contents would appear as a confusing mass of information.

其中每一项都包括引进即将实现的成果，展示采取哪些措施来实现这些成果，并强调了此举所开发的最佳实践方法（例如，通过采访项目关键人员和/或收集项目主要受益人的证词）。如果没有高质量的设计要素，该纪录片及其重要内容将是一堆混沌不堪的信息。

In light of the capacity requirements related to the production of a visual documentary, Plan International seeks an individual(s) or company to create and organize a documentary.

根据纪录片制作相关的能力要求，国际计划在此寻找个人（团体）或公司来打造和制作该纪录片。

### 3.0 Background:

#### 3.0 背景:

Social protection for children in China is insufficient in terms of coverage and accessibility, and there is a lack of child-sensitive analysis on the impact on left-behind and migrant children of the existing social insurance, assistance and welfare provisions. Social insurance for rural children is concentrated on protection from major diseases.

中国的儿童社会保护工作在覆盖面和可及性方面仍需改进。此外，在现有的社会保险、社会救助和福利提供对留守、流动儿童所产生的影响方面，缺少关键性分析。农村儿童社会保险集中于对重大疾病的保障。

Since social protection in China is linked with household registration, migration and urbanization has resulted in 35.81 million migrant children and 69.73 million left-behind children without adequate access to social welfare and protection, leaving these groups of children highly vulnerable to violence and social exclusion.

社会保护与户口登记的关联，然而在流动与城市化的环境下，影响了 3,581 万名流动儿童和 6,973 万名留守儿童无法得到有效的社会福利和社会保护，致使这些儿童群体在暴力和社会排斥等问题面前极为脆弱。

Social protection is commonly understood as policies that protect families and individuals from shocks, equip them to improve their livelihoods and to create opportunities, through different types of programmes. In international development work, social protection has increasingly been understood in a more narrow sense as anti-poverty and social transfers, mainly cash-transfers. This project adopts the broader definition of child protection by considering it as a prevention and response to violence, exploitation and abuse against children, including unnecessary separation from parents or designated caretakers. The child protection prevention and

response system spans over several sectors, including health, education, social welfare, policing and justice, several of which are also part of social protection system. Furthermore, evidence indicates that social protection programmes, if well designed, can significantly contribute to the progressive realization of children's rights and positively impact on their wellbeing.

社会保护普遍意义上被理解为保护家庭和个人免受冲击，通过实施各类项目来改善他们的生计并创造机遇的政策。本项目扩展了社会保护的定义，纳入了儿童保护的内容。儿童保护是保护儿童免受暴力、剥削、虐待和忽视，包括与父母或者指定监护人的不必要的分离。儿童保护的预防和应对跨越多个领域，包括健康、教育、社会福利、公安司法等；其中若干内容也属于社会保护体系的范畴。此外，有证据表明，社会保护项目如果设计得宜，能够显著实现儿童权利的进步，对其幸福生活的产生积极影响。

The project responds to the increasing concern of the situation of these children, and rapid policy development on ongoing government procurement of social services, strengthening social protection for children and developing SSOs that provide front line child protection services.

该项目响应了社会对这些儿童境况的日益关注，以及在政府购买社会服务、加强儿童社会保护，以及促进一线从事儿童保组织的发展等方面，相关政策的快速发展。

#### 4.0 Target audience:

#### 5.0 目标受众:

Therefore, for the purpose of sharing the best practice, experience and modules resulted by the project, advocating the project, and promoting visibility of the donors - the EU and Sida, the target audience of this documentary should be China national and local government departments responsible for child protection, SSOs, experts, NGOs and institutions working on child protection, and the public audiences.

因此，为了共享项目的最佳实践方法、经验和模块，宣传该项目，并扩大资助方，即欧盟和瑞典国际开发署的知名度，该纪录片的目标受众应当是负责儿童保护的中国国家机构和地方有关部门、社会服务机构、专家、非政府组织和研究儿童保护的机构，以及广大观众。

The foreign public will also be reached through the support of Plan International Sweden, Plan International's EU office, and Plan International Headquarters.

在国际计划（瑞典）、国际计划欧盟办公室和国际计划全球总部的支持下，届时，国外公众也可以看到该记录片。

#### 5.0 Scope of Work/ Work Assignments:

#### 5.0 工作范围/工作分配:

This assignment will include the following activities:

工作分配包括以下活动:

##### Phase 1:

##### 阶段 1

1. **Consult with Plan International** to understand what the needed elements to compose the documentary are. Plan International will prepare a presentation of the project and expected results to elaborate further on the role and function of each Actors and how the different planned activities can support the elaboration of the documentary.  
**与国际计划进行沟通**，了解制作纪录片所需要素。国际计划将向摄制团队进行与项目相关的展示，进一步详述项目中各参与方的角色和职能，以及纪录片如何从不同活动计划中获取素材。
2. **Brainstorm** a selection of rough design ideas for thematic presentation of the documentary (discussion on the storyline, post-production, and audio mixer if necessary to be used). Present ideas to Plan International with quality specifications and cost implications. Selected ideas for further development will reflect feedback from Plan International, which will seek approval of the shooting plan by relevant authorities through the project implementing partners.  
**头脑风暴**，挑选初步设计思路并进行主题展示（如有需要，可对即将采纳的故事情节、后期制作和有可能的音频混音进行讨论），其中包括展示与设计思路相关的质量标准和成本。待融合国际计划的反馈，并最终确定思路之后，国际计划将在项目实施地合作伙伴的协调下，寻找相关机构批准拍摄计划。
3. **Develop** full package for documentary presentation and pilot. Regular presentation of sections of the documentary to Plan International for review. Prepare high resolute digital file ready-for-diffusion incorporating feedback from Plan International.



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开发纪录片的完整资料包。将纪录片草稿交付国际计划审核，并进行改进。融合了各方意见的最终高清版本纪录片将发送给国际计划进行下一步传播。

#### Phase 2:

#### 阶段 2:

4. **Finalise** the documentary. Present final package ready-for-diffusion to Plan International.  
完成该纪录片。交付可供国际计划传播的最终资料包。
5. **Identify** with Plan International national and international film festivals, as well as seminars, forums and workshops on relevant topics to ensure the presentation of the documentary. The finalized documentary (after authorization of Plan International China and The European Union) should be presented in film festivals, and through relevant social media platforms and media channels.  
与国际计划一起明确能够展映该纪录片的国家、国际电影节，以及相关主题的研讨会、论坛和会议，以确保展映该纪录片。纪录片最终版本（经国际计划与欧盟授权后）应当在电影节、相关社交媒体平台及媒体渠道进行展映。
6. **Ensure follow-up** of high resolution digital file by contacting distribution companies to ensure a large reach of the documentary.  
确保对该高清数码文件的跟进，联系发行公司确保该纪录片的广泛宣传。

#### 6.0 Work Schedule:

#### 6.0 工作日程:

The total duration of the assignment (phase 1) is 3 years, and during each year, the contract service provider should make sure at least 30 days working on the project activity. Phase 2 is a total of 3 months to make final adjustments.

任务（阶段 1）总时长为 3 年，合同供应商应确保每年在项目活动中至少工作 30 天。阶段 2 预留了 3 个月的时长来做相应的调整（项目截止日期为 2019 年 6 月底）。

**Table of Documentary Contents and Specifications could be found in Annex 1**

**有关纪录片内容和标准的表格见附录 1**

Timeframe 时间范围	Activity 活动
By 18 <sup>th</sup> November 2016 2016 年 11 月 18 日前	Review proposals and past work from candidates, select and recruit service provider. 检查候选人的提案和作品，挑选和招募服务供应商。
By 2 <sup>nd</sup> December 2016 2016 年 12 月 2 日前	Step 1-2: 步骤 1、2: Consultation with key project implementers, understand the project, and present and set ideas for the documentary shooting process. File the shooting plan with relevant authorities for approval. 与主要项目实施人员协商，对项目进行理解，展示和设定纪录片拍摄流程的理念。将拍摄计划在有关批准机构处备案。
From November 2016 to June 2019	Step 3 步骤 3 Develop full package for documentary presentation and pilot.

2016 年 11 月-2019 年 6 月	开发纪录片。
31st August 2019 2019 年 8 月 31 日	Step 4-5 步骤 4-5 Finalise the documentary with English and Chinese subtitles respectively. 调整并完成拍摄，并分别配以中英文字幕。

## 7.0 Deliverables:

### 7.0 交付成果:

- Presentation of design options by 25<sup>th</sup> November 2016  
到 2016 年 11 月 25 日，交付设计方案；
- Ready-for-projection for pilot by 30th June 2019  
到 2019 年 6 月 30 日，完成纪录片初稿；
- Ready-for-projection for final review and a 3-5 min promotional video by 31st September 2019  
到 2019 年 9 月 31 日，完成并交付最终纪录片以及一则 3-5 分钟的宣传小短片。

## 8.0 Length:

### 8.0 片长:

- 40-45 mins for the final documentary, the actual length of the final product will depend on the detailed shooting plan for the documentary, cost, or requirement of a key short film festival through which the documentary is planned to be displayed, etc.
- 纪录片应长度为 40-45 分钟，然而最终成品的实际时长将取决于纪录片的详细拍摄计划、成本或计划展示该纪录片的某一重要短片电影节要求等等。
- A 3-5 mins promotional video is developed for disseminating to the general public.  
一份 3-5 分钟的、针对普通大众的宣传短片。
- Documentary credits should be included in the documentary, including but not limited to logos of the EU and Sida as funders and relevant disclaimer, key implementers, individuals or partners who participated into the shooting process.
- 鸣谢部分也应当涵盖在纪录片中，包括但不限于欧盟和瑞典国际开发署作的标识，以及相关的免责声明、主要实施人以及参与拍摄过程中的个人或合作伙伴等。

## 9.0 Format: High resolute digital file

### 9.0 格式: 高清数码文件

## 10.0 Payment Schedule:

### 10.0 支付日程:

- The contracted service provider will be paid with a certain amount of payment after finalized shooting schedule attached in the signed contract.
- 根据所签署的合同，合同服务供应商将拍摄计划确定后收到一定数额付款。
- The balance will be paid after the final documentary is approved by Plan International and the EU.
- 余款将于国际计划和欧盟批准纪录片最终版本时予以支付。
- Necessary 1 to 3 times of payment during three-year shooting period may be considered based on the discussion with the contracted service provider and the actual operating environment.
- 根据与合同服务供应商的讨论和实际运营环境，可考虑在为期 3 年的拍摄期间内，分 1-3 次支付款项。
- The travel expenses will be reimbursed by Plan International China after per travel.
- 国际计划（中国）将在拍摄团队的每次差旅后报销差旅费用（实报实销原则）。

## 11.0 Type of Supervision that will be provided:



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### 11.0 即将提供的监督类型:

The contracted service provider will be supervised by the Plan International China Communications Specialist and the project Manager/Officer of the EU project.

国际计划（中国）的传播专员和该项目的项目经理/官员将对合同服务供应商进行监督。

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### 12.0 Contractor's work place and Official Travel Involved:

#### 12.0 合同方的工作场所和公务旅行涉及到以下内容:

Assignment briefing will be provided to the contracted service provider in either the Plan International Office or in the office of the service provider. The contracted service provider will be required to use their own computer and office space.

在国际计划办公室或服务供应商的办公室，为合同服务供应商进行工作简介。合同服务供应商须使用自己的电脑和办公场所。

Make sure at least one time travel to Lixin County of Anhui Province, Golmud City of Qinghai Province, and Beijing City respectively per year.

确保每年至少前往安徽省利辛县、青海省格尔木市和北京三地各一次。

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### 13.0 Qualifications and Specialised Knowledge/Competence Required:

#### 13.0 所需资格证书和专业知识/竞争力:

- Relevant qualifications in documentary production or related field
- 纪录片制作或相关领域的有关资质
- Superior skills and experience in graphic lay-out for work of this nature and scale
- 在该领域拥有出众的技能和经验
- Proven ability to develop concepts and design themes through to finished product
- 拥有理念开发和主题设计的能力，并付诸产品中
- Proven skills in communicating not-for-profit or government related initiatives
- 拥有与非营利组织与或政府良好沟通的技能
- Sound knowledge on China communication styles and customary sensitivities
- 熟练掌握中式沟通技巧并具备风俗敏感性
- Experience filming children and local communities and representing children in dignity
- 拥有与儿童和地方社区拍摄的经验，尊重儿童
- Previous work experience with NGOs, especially INGOs, is an asset
- 最好拥有和非政府组织共事的经验，尤其是国际非政府组织

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### 14.0 Bidding documents (seal affixed):

#### 14.0 标书（加盖公章）:

Introduction on bidding organisation/company/institution, containing information about the relevant registered office/nationality of the organisation/company/institution, team members and the responsibilities, and relevant copies of qualifications;

介绍投标组织、公司或机构，涵盖组织、公司或机构的注册办公室、国籍、团队成员和职责等相关信息，以及相关资质复印件；

Provide the proof of the following but not limited to:

所提供的证明包括但不限于以下内容：

- Proof of capacities and competitive skills in the field,
- 该领域的能力和技能；
- At least two previous successful cases (documentaries),
- 分享至少两次成功案例（纪录片）；
- A proposed shooting plan based on the bidding content and relevant shooting budget,
- 根据招标内容和相关拍摄预算，准备一份拍摄方案；
- A separate budget on travels, including relevant transportations and accommodations, number of people involved. Make sure at least one time travel to Lixin County of Anhui Province, Golmud City of Qinghai Province, and Beijing City respectively per year, and three times to each destinations in total during three years.
- 差旅费用须单独列明，包括相关的交通和食宿，以及所涉及的人数。期间，需确保每年要分别前往安徽省利辛县、青海省格尔木市和北京至少 1 次，3 年间分别前往各地总计 3 次。

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**15.0 Deadline for bidding: 14<sup>th</sup> November 2016**

投标截止日期：2016 年 11 月 14 日

**16.0 Contact information:**

联系方式：

Please send your application materials to the following email address. While sending application materials, please kindly call the following numbers as well.

请将你的竞标材料发送到下列邮箱。为了确保我们收到材料，请在发送材料的同时致电我们，确保能收到材料。

姓名 Name	电话 Tel.	邮箱 Email
崔小云	( 029 ) 8810 2399 转 7002	<a href="mailto:sandy.cui@plan-international.org">sandy.cui@plan-international.org</a>
田博	( 029 ) 8810 2399 转 7017	<a href="mailto:bo.tian@plan-international.org">bo.tian@plan-international.org</a>
岳宗璞	( 010 ) 65921333	<a href="mailto:zongpu.yue@plan-international.org">zongpu.yue@plan-international.org</a>





The project is co-funded by The European Union and Sida  
该项目由欧盟和瑞典国际开发合作署共同资助

The project is co-implemented by Plan International and  
China Federation of Social Work  
该项目由国际计划和中国社会工作联合会共同执行

## Plan International China Standard Terms and Conditions 国际计划（中国）的标准条款

### 1. OBLIGATIONS 义务

- (1) Providing Plan International China with services under Article 2 of the Agreement in adherence to the principle of due diligence, and supervising the undertaking consultant of The contractor to comply with professional ethics and disciplines;  
按照协议条款 2 向国际计划（中国）提供符合尽职调查原则的服务，并监督合同方的顾问遵守职业道德和准则；
- (2) The contractor shall ensure that its employees, agents and sub-contractors shall, while at offices of Plan International China, cause as little interference with, and inconvenience to, Plan International China's business as reasonably possible. The contractor undertakes to observe and comply with, and to ensure that its employees observe and comply with, all statutory and other reasonable rules and regulations relating to health, safety and security, applicable at Plan International China's offices.

合同方应确保其雇员、代理和分包商在国际计划（中国）办公室时，应尽可能少地干涉、打扰国际计划（中国）的工作。合同方承诺遵守并确保其雇员遵守所有适用于国际计划（中国）办公室的法定及其他合理的与健康和安全相关的规定和条例。

- (3) Appointing other expert agreed by Plan International China to continue to provide the services in accordance with the Agreement in case the undertaking employees appointed by the contractor under the Agreement are not available.  
若合同方根据协议任命的员工无法就任，则任命国际计划（中国）同意的其他专家继续按照协议提供服务。
- (4) The contractor should send the legal and official invoice to Plan International China.  
合同方应向国际计划（中国）寄送合法的正式发票。

### 2. NON DISCLOSURE OF INFORMATION 信息保密

- (1) The contractor acknowledges that, in the course of its operations, Plan International China has developed, gathered and generated extensive data, information, procedures, processes, methods and systems of a confidential and proprietary nature including, without limitation, information or evaluations regarding grant applications and distributions, contact persons and customers, Plan International China programs, research data, planning data, development data, experience data, business processes, methods, know-how and other confidential information, knowledge and data used or useful in conducting the operations of Plan International China and its associated companies and foundations (together, "Confidential Information").  
合同方确认知晓，国际计划（中国）在业务过程中已经开发、收集并产生了大量具有保密和专有性质的数据、信息、程序、流程、方法和体系，包括但不限于有关赠款申请及分配相关的信息或评估、联系人和客户、国际计划（中国）项目、研究数据、规划数据、开发数据、经验数据、业务流程、方法、技术诀窍以及其他国际计划（中国）及其关联公司和基金会运作过程中所用或有用的机密信息、知识和数据（统称“机密信息”）。
- (2) The contractor acknowledges that the disclosure of Confidential Information is being made by Plan International China to The contractor only because of the position of trust and confidence which The contractor will occupy and because of the agreement of The contractor to the restrictions contained in this Agreement.  
合同方确认知晓，国际计划（中国）仅由于合同方将坚持的信任和保密立场以及合同方同意本协议所包含的限制条件而向合同方披露机密信息。
- (3) The contractor acknowledges that all Confidential Information is the sole property of Plan International China, that strict protection of the Confidential Information is necessary to the successful continuation of the operations of Plan International China and its associated companies and foundations, and that unauthorized use or disclosure of the Confidential Information would irreparably harm Plan International China and its associated companies and foundations.  
合同方确认知晓，所有机密信息都是国际计划（中国）的独有财产，继续成功运作国际计划（中国）及其关联公司和基金会需要对机密信息进行严格保护，未经授权使用或披露机密信息将会对国际计划（中国）及其关联公司和基金会造成不可弥补的损害。
- (4) The contractor agrees not to divulge, disclose or use (either directly or indirectly) at any time, either during the term of this Agreement or at any time thereafter, any Confidential Information, unless:  
无论在本协议期限内或其后任何时间内，合同方同意不（直接或间接）泄露、披露或使用任何机密信息，除非：
  - i. The contractor obtains Plan International China's prior written consent; or  
合同方事先获得国际计划（中国）的书面同意；或
  - ii. Such disclosure or use is both necessary in the performance of the Services and specifically authorized pursuant to Plan International China's written Publication Policy, as many be revised from time to time;  
or  
合同方为国际计划（中国）提供服务时需要披露或使用机密信息，并且依据国际计划（中国）最

新修订的书面《出版政策》获得明确授权；

- iii. Disclosure is required by Law and the contractor gives Plan International China prompt notice of the disclosure.

法律要求披露，此时合同方应立即告知国际计划（中国）。

- (5) This clause shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.  
此条款在本协议终止或期满之后仍然有效。

### 3. INTELLECTUAL PROPERTY RIGHT 知识产权

If, in the course of execution of this contract, the contractor makes or discovers any invention, development, improvement or process or creates any work, the subject of copyright, patent right, trademark right or design rights of the invention, development, improvement or process shall be owned by Plan International China.

执行本合同期间，若合同方做出或发现任何发明、开发、改进、加工或创造出任何作品，则该发明、开发、改进或加工的版权、专利权、商标权或设计权应归国际计划（中国）所有。

### 4. TERMINATION OF CONTRACT 合同终止

Each party shall have the right to terminate this Agreement immediately on written notice if the other party:

任何一方有权立即书面通知对方终止本协议，前提是另一方：

- a. Is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other party shall have failed to remedy that breach with 30 days after receiving written notice requiring it to do so; or  
已实质性或不断违背其在协议中所应承担的义务，且其违背行为无法补救，或另一方即使在收到其发出书面通知后的 30 天内也未能补救；或者
- b. Is unable to pay its debts or becomes insolvent or an order is made for its liquidation or winding-up or a receiver is appointed over its assets or it proposes any composition or arrangement with its creditors or anything analogous occurs.  
无力偿还其债务或破产，或被要求清算或清理，或已委托他人接管其资产，或提议与债权人进行组合或安排，或任何类似情况发生。

This Agreement may be terminated by either party on not less than 10 days written notice. Plan International China shall be entitled to terminate this Agreement on 10 days written notice if, in the opinion of Plan International China, the Services are not being performed to an agreed standard. The termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is intended to come into force or continue in force on or after termination.

若一方需终止本协议，应至少提前 10 天书面通知另一方。若国际计划（中国）认为服务未按协议标准提供，则有权提前 10 天书面通知合同方终止本协议。本协议的终止不影响任何一方的累积权利或责任，也不影响本协议中自终止时或终止后生效或继续生效的条款。

### 5. NO ASSIGNMENT 不得让渡

The contractor may not assign, sub-license, sub-contract, delegate or otherwise transfer or dispose of any of his rights or obligations under this Agreement.

合同方不得让渡、分许、分包、委托或转让或处置其在本协议中的任何权利或义务。

Nothing in this Agreement shall create an agency or partnership relationship between Plan China and the Consultant. The Consultant is not authorized to incur any liabilities or obligations on behalf of or in the name of Plan China.

本协议中的任何内容不得构成国际计划（中国）和顾问之间的代理或合作关系。顾问未被授权代表国际计划（中国）或以国际计划（中国）的名义负有任何责任或义务。

### 6. INDEMNIFICATION 赔偿

Plan International China shall in no way be liable for the damages caused to the third the contractory the acts or defaults of the contractor. All liabilities arising from or in connection with the services shall be the responsibility of the contractor and no liability of any nature shall be passed to Plan International China. The contractor shall indemnify Plan International China against all losses and expenses that Plan International China may incur (including reasonable legal costs) due to any breach of this Agreement by the contractor and / or any action or default by the contractor or its employees. This clause shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

国际计划（中国）不对由于合同方的行为或违约而对第三方造成的损害负责。服务引起的或与服务相关的所有债务应由合同方负责，任何性质的债务均不得转移给国际计划（中国）。合同方应赔偿国际计划（中国）由于合同方违反本协议和/或合同方或其雇员的任何行动或违约而可能遭受的所有损失和费用。此条款在本协议终止或期满之后仍然有效。

### 7. DISPUTE RESOLUTION 争议解决

All disputes arising in connection with this agreement or in the execution thereof should be settled amicably through negotiation. In case no settlement can be reached, the case in dispute shall then be submitted for arbitration in Xi'an Arbitration Committee. The arbitration award shall be accepted as final and binding upon both parties.

所有与本协议相关或在执行本协议过程中出现的争议应通过协商友好解决。若未能解决，争议问题应递交西安仲裁委员会进行仲裁。仲裁裁决应为最终结果，对双方均有约束力。

### 8. RETURN OF PROPRIETARY INFORMATION 专有资料归还

- (1) Upon termination or expiry of this Agreement, The contractor shall promptly hand over to Plan International China or it authorized agent all documents of any nature (and all copies) made, compiled by, or delivered to The contractor by Plan



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International China or by other persons relating to the Services, and all documents of any nature (and all copies) made or compiled by The contractor in the course of performing the Services, including, without limitation, any notes, memoranda, notebooks drawings, Plan International Chinas, financial information, research data, valuations methods or any other written information pertaining to Plan International China or its associated companies or foundations.

当本协议终止或期满时，合同方应立即向国际计划（中国）或其授权代理移交所有国际计划（中国）或其他服务相关人员制作、编辑或交付给合同方的任何性质的文件（及所有副本），以及合同方在提供服务期间制作或编辑的任何性质的文件（及所有副本），包括但不限于任何笔记、备忘录、图纸、国际计划（中国）的财务信息、研究数据、估价方法或与国际计划（中国）或其关联公司或基金会相关的其他书面资料。

- (2) The contractor agrees that these documents and all information and materials contained in or relating to them are and will at all times remain the exclusive property of Plan International China.

合同方同意，上述文件及其包含或相关的所有信息和材料始终是国际计划（中国）的独有财产。

#### 9. GENERAL 综述

- (1) This Agreement constitutes the entire agreement between the parties. Any amendment or modification to this Agreement shall only be binding if it is in writing, is expressed to amend this Agreement and is signed by both parties.  
本协议构成双方之间的完整合约。任何对本协议的修订或修改仅在书面表述并经双方签字的情况下方具有约束力。
- (2) A waiver by one of the parties of any of the provisions of the Agreement (or of any default by the other party in performing any of those provisions) shall not constitute a continuing waiver and shall not prevent the waiving party from subsequently enforcing any of the other provisions of this Agreement or from acting on any subsequent default.  
任何一方对本协议任何条款的弃权（或因另一方在履行这些条款时的违约而导致的弃权）不得构成持续弃权，不得妨碍弃权方之后执行本协议中的其他条款或对之后的违约采取行动。
- (3) The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions.  
本协议中任何条款的无效性、非法性或不可执行性均不影响其他条款的有效性、合法性或可执行性。
- (4) Each Party is fully liable for the payment of all taxes related to this Agreement.  
任何一方对与本协议相关的所有税金的支付完全负责。
- (5) This agreement is made in both Chinese and English, and both texts shall have same affect, provided that the Chinese version shall prevail in the event of any inconsistency between the two versions.  
本协议由中英文双语书就，两种文本具有相同的法律效力，若两种版本存在不一致，以中文版本为准。
- (6) The Schedules hereto shall constitute integral parts hereof and shall be as valid and effective as this Agreement.  
进度表应构成不可或缺的部分，与本协议同样有效。

#### 10. OTHER PROVISIONS 其他条款

The contracted service provider must carefully read, understand and promise to adhere *the Child Protection Policy and the Standard Anti-Terrorism and Anti-Bribery Clause*, which shall be included in the contract.

签订合同的服务提供者必须仔细阅读、理解并承诺遵守儿童保护政策和标准反恐和反贿赂条款，合同中也应包含这些条款。

Reviewed by Project Manager 项目经理审核:

Date 日期:

Approved by Country Director 首席代表批准

Date 日期:

**Documentary Contents and Specifications****纪录片内容及说明**

Content 内容	Details 细节	Specifications 说明
1. Development of documentary storyline 1. 纪录片故事线的开发	To be developed by contracted service provider with support of Plan International Project Manager/Officer and Communication Specialist. 由合同服务供应商开发，国际计划项目经理、官员和传播专员予以协助	
2. Identification of Beneficiaries to be followed throughout the project implementation cycle 2. 确定项目实施周期内的潜在受益人	To be identified by Plan International Project Manager/Officer and Communication Specialist. Three children and their care givers should be identified from the beginning of the implementation in order to follow them throughout the project. Social workers and trainers can also be followed. 将由国际计划项目经理/官员和传播专员确定。应当从实施之初确定三名儿童及其照顾人员，以便在项目中进行跟进。也可以跟进社工和培训者们。	The two regions of project implementation need to be represented. 项目实施的两个地方须均有体现。
3. Acquisition of all filming permit requested to shoot in different locations 3. 获取在不同地点拍摄所需的全部拍摄许可	Plan International Communication Specialist will take the lead with support of the Project Manager/Officer 由国际计划传播专员带头，项目经理/官员配合	
4. Identification of main project implementation actors (i.e. local partners) to be interviewed 4. 确定将要采访的主要项目实施人员（例如，地方合作伙伴）	To be identified by Plan International Communication Specialist and Project Manager/Officer 由国际计划传播专员和项目经理/官员确定	
5. Identification of Officials to be interviewed in relation with the project purpose and outcomes 5. 确定即将采访的与项目目的和成果有关的官员	To be identified by Project Manager/Officer and Communication Specialist 由项目经理/官员和传播专员确定	
6. Development of questions for the different interviews to be conducted 6. 开发将在不同采访中使用的的问题	The questions need to be adapted to the person that is being interviewed. Questions will be different whether an official authority is being interviewed, or a member of a networks or a trainer. Questions to children should be reviewed by a staff familiar with child protection 问题需适合被采访人。无论采访的是否是官方权威、某网络成员或培训人员，问题都要有所差异。对儿童提出的问题应当由熟悉儿童保护的员工审核。	
7. Elaboration of a shooting schedule to get the necessary footage for the documentary 7. 详细描述拍摄日程，获取必要的纪录片片段镜头	To be defined by Plan International and its local partners in collaboration with the service provider 由国际计划和地方合作伙伴与服务供应商合作制定	



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<p>8. Elaboration of a viewing schedule to regularly review the documentary progress 8. 详细描述观察日程，以便定期检查纪录片进度</p>		<p>Twice a year, the team should gather for a small viewing to assess whether the documentary serves the initial purpose of the project 团队应当每年聚集两次，就纪录片是否满足项目初始目的进行简单观察</p>	
<p>9. Identify which platforms/channels the documentary would be presented 9. 确定纪录片将在哪些平台/渠道上展映</p>	<p>To national and/or international film festivals to ensure the presentation of the documentary 国家和/或国际电影节，确保纪录片的展映</p>	<p>In collaboration with Plan International, the contracted service provider will list all relevant film festivals at national level to establish a distribution list for the documentary 合同服务供应商与国际计划合作，列出所有相关国家级电影节，建立发行名单</p>	<p>For the international distribution, Plan International China will reach out to Plan International Sweden and Plan International EU Office to target the film festivals at European level (Sweden and Belgium) 对于国际发行，国际计划（中国）将协助国际计划（瑞典）和国际计划欧盟办公室，瞄准欧洲级别（瑞典和比利时）的电影节</p>
	<p>Through various social media platforms 利用各种社交媒体平台</p>	<p>In collaboration with the project key partners and implementers, Plan International China will promote the documentary through its own social media platforms as well as Plan International's global media platforms, the Wechat account for this project, and relevant key partners/implementers websites or social media platforms. 国际计划（中国）与项目主要合作伙伴和实施人员协作，在自己的社交媒体平台以及国际计划的全球媒体平台、项目微信账号，相关主要合作伙伴/实施人员的网站或社交媒体平台进行推广</p>	
	<p>Through media 利用媒体</p>	<p>In collaboration with the project key partners and implementers, Plan International China will promote the documentary to media for wider dissemination. 国际计划（中国）与项目主要合作伙伴和实施人员协作，将该纪录片在媒体上进行更大范围的传播</p>	
<p>10. Clarify all copy rights issues with service providers 10. 与服务供应商阐明所有版权问题</p>		<p>Plan International Communication Specialist to explain copy rights issues to service provider</p>	

