

Terms of Reference: Service contract on

“Design and Delivery of Responsible Business Conduct and Supply Chain Due Diligence Training for Small and Medium Sized Enterprises and Training Delivery in Japan”

The ILO is seeking expressions of interest for a service provider to engage in conducting seminar on Responsible Business Conduct (RBC), Business and Human rights (BHR), and Human rights due diligence (HRDD) targeting enterprises, including small and medium sized enterprises (SMEs) across Japan. This enterprise-level seminar is planned as part of the Japan component of Phase II of the project “Building Responsible Value Chains in Asia through the Promotion of Decent Work in Business Operations” (“the Project”), funded by Government of Japan/ Ministry of Economy, Trade and Industry (METI).

Background:

The Project is implemented in the context of an increasing demand on companies to respect human rights and labour rights in their operations and to promote respect for such rights in their supply chains, including by conducting due diligence. At the same time, there is recognition that many sustainability challenges and opportunities in supply chains relate to structural and systemic issues at the national level that requires collective action beyond what an individual company or the private sector can achieve on its own.

Building on the Phase I of the Project conducted in Bangladesh, Cambodia, Vietnam and Japan, a Phase II will be implemented in India, Lao PDR, Malaysia, and Japan. The two-year project aims at putting in place supportive measures to accompany all enterprises' efforts to promote compliance with national law and respect for the principles of international standards, more specifically the fundamental principles and rights at work and to promote resilient, responsible, and sustainable workplaces in supply chains in Asia.

The Phase II Project consists of two Outcomes; Outcome 1 focuses on training to enterprises and nurturing of experts on RBC and BHR to support the enterprises, Outcome 2 focuses on the capacity building of and dialogue among constituents to foster enabling environment for sustainable and responsible business practices and decent work.

Objective:

To achieve Outcome 1, a training will be conducted for small and medium sized enterprises (SMEs) in Japan to promote RBC and HRDD across the nation, as described in Activity 1.2.1: “Organize and deliver training and workshops for Japanese enterprises, including SMEs, to enhance their understanding of RBC, including HRDD, the Fundamental Principles and Rights at Work, the ILO MNE Declaration, and relevant tools and good practices including those developed in Phase I”.

Through this service contract, the project aims to develop a training content catered for SMEs (or those engaging in HRDD with the SMEs) and conduct a series of seminars across the nation. The objective is to raise awareness and build capacity of enterprises on RBC and HRDD including those located in regions beyond main cities in Japan. This service provider will also contribute to the other aspect of the Outcome 1, to build a pool of specialists to support the SMEs. The

series of seminars will provide opportunity to link the BHR specialists to SMEs and strengthen their expertise through the delivery of the series of seminars.

Scope of Work:

The intervention under this contract will support the designing of training materials and the implementation of training sessions for SMEs in Japan. The training sessions are to be delivered over 8 to 9 months period, and the deliverables below are expected to be completed by the end of March 2025. The training materials should be designed in a way that they can be utilized for conducting similar training for SMEs in other countries in the future. This assignment is based in Tokyo with domestic travel across different regions in Japan.

The following activities constitute the scope of work for this project:

1. Develop a standard training package in Japanese for Japanese enterprises including SMEs. The standard package should contain training modules including an overview of RBC and HRDD, especially placing focus on their relevance for the employers. The content should also be developed referencing the key instruments such as the Fundamental Principles and Rights at Work, the ILO MNE Declaration, and relevant tools and good practices including those developed in Phase I (E-learning “Advancing decent work in business through the UN Global Compact Labour Principles” and ILO-JETRO report or booklet on corporate good practices) as necessary. This training package is designed to be utilised by the ILO and the implementing partner beyond the Project period to support sustainable impact in promoting RBC and BHR to enterprises. There is also a possibility that the training package may also be modified and translated to be utilised in other countries and contexts.

The implementing partner is expected to conduct the following:

- Conduct consultations with the ILO (ILO-Tokyo and MULTI) in developing the session plan and incorporate their inputs in the training materials accordingly.
 - Develop one set of standard training package (a session plan, a presentation deck and hand-out) in Japanese, in consultation with ILO, as a template for a two hours training for Japanese enterprises including SMEs.
 - Ensure that the standard training package is easily adaptable and modifiable by different BHR experts who will be developing each presentation and conducting the lecture in each session. For all materials, ILO will provide technical review and feedback to be incorporated accordingly.
 - While maintaining the same information for contents regarding the definition and factual matters regarding RBC, BHR, HRDD, the Fundamental Principles and Rights at Work, the ILO MNE Declaration and other International Instruments, each lecturer may adjust/modify part of the standard package (such as presentation slides, and handouts), catering to the regional and industrial context of the enterprise participants or based on the knowledge or background of the lecturer.
2. Conduct 20 training sessions for enterprises including SMEs across Japan, including beyond Tokyo metropolitan area with the standard template adjusted into the local needs and adapted by the lecturer. The aim is to raise awareness on the BHR/ RBC/ HRDD among enterprises, including SMEs. The implementing partner is expected to conduct the following:
 - Decide the location of all the in-person sessions to be conducted across Japan. Sessions covering a wide area of Japan beyond Tokyo metropolitan area, but also in consideration

of the expected interest from the prospective participants. (Please include the cost to secure the seminar locations in the total sum of the quotation)

- Out of 20 (or more) sessions, 19 (or more) are intended to be conducted in-person, while one will be conducted online. (There is a possibility that the number of online sessions will be increased depending on the number of participants received at in-person sessions. This will be discussed in consultation with ILO Tokyo after conducting few in-person sessions)
- Select and secure one lecturer on RBC and BHR, and one administrator for each training session, manage their coordination and take responsibility in their submission deadline and the quality of their service (Please include the travel cost and gratuity expense to be paid to these members in the total sum of the quotation).
- Send invitations and publicise session information to prospective participants, coordinating with relevant organisations such as industry organisations or other partners who could support marketing the sessions to enterprises.
- Organise the sessions and handle the logistics, including booking the seminar location and necessary equipment such as microphone, projectors, and monitors, (if online, preparing online meeting links), printing handouts, brochures, and information materials as necessary.
- Conduct post-session survey for each seminar.

3. Prepare progress and final reports (please see in the deliverable section)

Implementation period:

The assignment will be implemented upon the date of signing the contract to 30 March 2025. All activities should be completed in accordance with this Terms of Reference.

Tasks and Deliverables:

Deliverable	Indicator	Due date (below are indicative and to be decided with ILO Tokyo)
Deliverable 1: Submit a general workplan including the method and process for design and implementation of the training, the overall schedules and planned location of the sessions.	Workplan submitted and all the session locations are decided (Y/N)	15 July 2024 (Planned Location submitted by 2 months from the start of the contract)
Developing the standard training package		
Deliverable 2: Draft a standard training package in Japanese including a general session plan, presentation slide, and handout material.	Draft materials developed in Japanese (Y/N)	12 Aug 2024

Deliverable 3: Consultations conducted with the ILO to finalize the training materials	Consultations conducted with the ILO (Y/N)	Week 3 – 4 of Aug 2024
Deliverable 4: Finalize the standard training package set in Japanese, incorporating feedback from the ILO	The final standard training package set in Japanese developed in collaboration with the ILO (Y/N)	30 Aug 2024
Delivering the training across Japan		
Deliverable 5: Submit the list of lecturers, administrators and session location selected and secured for 20 training sessions.	Lecturers, administrators and session location secured for minimum 20 sessions (indicate the secured number of sessions)	By 1 month before each session
Deliverable 6: Ensure the number of participants for each session, coordinating with relevant organisations such as industry organisations or other partners who could support marketing the sessions to enterprises.	Secure minimum 15 participants (and on an effort basis more than 20 participants) to each training sessions (track the actual number)	At each training sessions
Deliverable 7: Each lecturer to draft/adjust the session material from the standard training package.	Draft materials developed in Japanese (Y/N)	By 1 week before each session
Deliverable 8: Deliver training and conduct post-training survey for enterprises including SMEs. (1 st -10 th trainings)	Submission of the number of participants, and the percentage of participants indicating increased knowledge, aggregated by gender in the post-training survey. (if feasible, please also obtain information on the participant's department, sector and size of the company) (Y/N)	Sept 2024 – Feb 2025
Deliverable 9: Deliver training and conduct post-training survey for enterprises including SMEs. (11 th -20 th and more trainings)	Submission of the number of participants, and the percentage of participants indicating increased knowledge, aggregated by gender in the post-training survey. (if feasible, please also obtain information on the participant's department, sector and size of the company) (Y/N)	Sept 2024 – Feb 2025

Final report		
Deliverable 10: The final report in English and an executive summary in Japanese	Final report and a summary in Japanese developed (Y/N)	7 March 2025

Language and communication:

The language to be used for communications will be in Japanese between the ILO and the implementing partner. All the documents developed to be provided in Japanese **except from the technical progress report, expenditure report and final report which will be developed in English** (with an executive summary in Japanese for the final report).

Monitoring Indicators (post-seminar surveys):

Please make sure to collect below indicators in participant registration / post-seminar surveys:

- Total number of participants (**Key indicator**)
- Gender of the participants (e.g) "female", "male", "other", "prefer not to answer" (**Key indicator**)
- Percentage of participants indicating increased knowledge on RBC and the principles of international labour standards: Those replied above 3 and 4 on the scale of 1 - 4 (**Key indicator**)
- Organisation size: (e.g) SME/Large company/Others
- Industry sector: (e.g) garment/electronics/agriculture/etc.
- Affiliated department: (e.g) Human resources/Sustainability/Procurement/Corporate executives, etc.

Reporting:

For the request of instalment release:

- an **inception report** is required at the completion of **Deliverable 4**
- a **technical progress report** is required at the completion of **Deliverable 8**
- a **final report** is required at the completion of **Deliverable 10**

The template for the report and the expenditure report will be shared to the selected service provider and should be submitted with the expenditure report and an invoice for payment by the ILO. At the end of the project, a final report describing all services undertaken shall be submitted to the ILO in English with an executive summary in Japanese. The final report should incorporate all data collected and analysed with a summary of the training results, lessons learned, including the result of the post-survey from participants, and recommendations. Photos and video footages from the training for archive and communication purposes should be shared with the report to ILO Tokyo. The contract amount is the budget allocated for this contract and the actual payment to the implementing partner will be based on the expenditures reported.

Payment schedule:

The payment will be done in three instalments as per completion of the deliverables. The service provider must submit an **inception report, technical progress report, final report for each section, with an expenditure report** (see section on *Reporting*) and an invoice to the ILO for the request of release of instalment. The expenditure report shall refer to the services delivered. Upon submission of the above-mentioned deliverables to the satisfaction of the ILO, the ILO will pay per instalment, not exceeding the total contract amount of at the end of the final payment. All the transaction records with its receipts shall be kept with the deliverables and the contract document by the service provider for possible audit in the future.

Section	Release of payment	Payment amount
1	At the completion of Deliverables 1 - 4	20% of the contract value
2	At the completion of Deliverables 5 - 8	40% of the contract value
3	At the completion of Deliverables 9 - 10	40% of the contract value