

## **ADVERTIZEMENT**

### **INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)**

#### **UNDP-GEF Midterm Review. (IC – National).**

**Date: April 24, 2018**

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**Procurement Notice No.: SLE/ICPN/2018/015**

**Country: Sierra Leone**

**Description of the assignment: National Consultant, UNDP-GEF Midterm Review.**

**Project Name: UNDP – GEF Midterm Review.**

**Period of assignment: 30 working days**

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to [procure.sle@undp.org](mailto:procure.sle@undp.org) no later than **17:00 hours, on Tuesday May 8, 2018.**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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## 1. BACKGROUND

### Background

This is the Terms of Reference (ToR) for the UNDP-GEF Midterm Review (MTR) of the full or medium-sized project titled *Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change* (PIMS# 4613) implemented through the *Ministry of Water Resources*, which is to be undertaken in 2018. The project started on the *October 2015* and is in its *third* year of implementation. In line with the UNDP-GEF Guidance on MTRs, this MTR process was initiated before the submission of the third Project Implementation Report (PIR). This ToR sets out the expectations for this MTR. The MTR process must follow the guidance outlined in the document Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects.

## 2. DUTIES AND RESPONSIBILITIES

### PROJECT BACKGROUND INFORMATION

The project was designed to address several climate related challenges that place significant constraints to sustainable water supply, both to Freetown as well as rural districts. The most significant is that during prolonged dry spells provision of drinking water is problematic. Although sufficient water is available in the rainy season, during the dry season water shortages are frequent. Other climate related risks include that (i) water sources are tapped unsustainably, and water is mined beyond long-term capacities, and (ii) water infrastructure developments are planned without taking climate resilience into account. In this regard, this project was designed to build capacity for climate resilient decision-making in the water sector, with an overall objective to enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The associated outcomes are - 1 Critical public policies governing the management of water resources revised to incentivize climate smart investment by the private sector, will be achieved through specific technical capacity development activities and igniting informed public and private sector dialogues; - 2 Water supply infrastructure in Freetown and Puhejun, Kambia and Kono districts are made resilient against climate change induced risks focusing on pioneering innovations that particularly address the dry season water supply problems, which are likely worsened by anticipated climate change impacts.

In addressing these climate change issues, rain water-harvesting (RWH) innovations are established as learning experiments, capturing and storing drinking water during the rainy season and saving it for use in the dry season. In Freetown existing springs that are already being developed by Guma as supplementary sources are being protected from degradation and rainwater for supplementation of the sources are being attempted through construction of stand-alone RWH infrastructure. Innovative designs of collecting "rooftops" for water capture in high density living areas are also being tested. In Puhejun, Kono and Kambia districts – the focal areas for planned AfDB water supply investments – this project will build capacities of district level water professionals for climate resilient planning and decision-making. Additionally, low-cost and simple water supply and storage techniques promoted by the Welthungerhilfe and two associated community-training centres are further being developed to incorporate RWH innovations in their designs to help overcome dry season water supply shortages.

National institutions especially the MWR, who is the executing agency for this project, will directly absorb the adaptation learning emerging from the demonstrations. 2.94 Mio US\$ will be required from GEF funds, with cash and in-kind co-financing through UNDP and the Government of Sierra Leone.

## OBJECTIVES OF THE MTR

The MTR will assess progress towards the achievement of the project objectives and outcomes as specified in the Project Document, and assess early signs of project success or failure with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTR will also review the project's strategy, its risks to sustainability.

## MTR APPROACH & METHODOLOGY

The MTR must provide evidence based information that is credible, reliable and useful. The MTR team will review all relevant sources of information including documents prepared during the preparation phase (i.e. PIF, UNDP Initiation Plan, UNDP Environmental & Social Safeguard Policy, the Project Document, project reports including Annual Project Review/PIRs, project budget revisions, lesson learned reports, national strategic and legal documents, and any other materials that the team considers useful for this evidence-based review). The MTR team will review the baseline GEF focal area Tracking Tool submitted to the GEF at CEO endorsement, and the midterm GEF focal area Tracking Tool that must be completed before the MTR field mission begins.

The MTR team is expected to follow a collaborative and participatory approach<sup>1</sup> ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), the UNDP Country Office(s), UNDP-GEF Regional Technical Adviser, and other key stakeholders.

Engagement of stakeholders is vital to a successful MTR.<sup>2</sup> Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to Ministry of Water Resources; Guma Valley Water Company; Environmental Protection Agency (EPA); Local Councils Civil Society Organizations; Private Sector; executing agencies, senior officials and task team/ component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, academia, local government and CSOs, etc. Additionally, the MTR team is expected to conduct field missions to Western Area; eastern, Southern and Northern region including the project sites in Freetown, Kambia, Kono and Pujehun districts.

The final MTR report should describe the full MTR approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the review.

## DETAILED SCOPE OF THE MTR

The MTR team will assess the following four categories of project progress. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for extended descriptions.

### i. Project Strategy

#### Project design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project

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design?

- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
- If there are major areas of concern, recommend areas for improvement.

#### Results Framework/Logframe:

- Undertake a critical analysis of the project's logframe indicators and targets, assess how "SMART" the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.

- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?

Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income

- generation, gender equality and women's empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

#### **ii. Progress Towards Results**

##### Progress Towards Outcomes Analysis:

- Review the logframe indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix and following the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as "Not on target to be achieved" (red).

#### **iii. Project Implementation and Adaptive Management**

##### Management Arrangements:

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.

##### Work Planning:

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project's results framework/ logframe as a management tool and review any changes made to it since project start.

##### Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and

relevance of such revisions.

- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

#### Project-level Monitoring and Evaluation Systems:

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

#### Stakeholder Engagement:

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

#### Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

#### Communications:

- Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

#### **iv. Sustainability**

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk Management Module are the most important and whether the risk ratings applied are appropriate and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

#### Financial risks to sustainability:

What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating

activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

#### Socio-economic risks to sustainability:

- Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

#### Institutional Framework and Governance risks to sustainability:

- Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.

#### Environmental risks to sustainability:

- Are there any environmental risks that may jeopardize sustenance of project outcomes?

### **Conclusions & Recommendations**

The MTR team will include a section of the report setting out the MTR's evidence-based conclusions, in light of the findings.<sup>3</sup>

Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for guidance on a recommendation table.

The MTR team should make no more than 15 recommendations total.

#### **Ratings**

The MTR team will include its ratings of the project's results and brief descriptions of the associated achievements in a *MTR Ratings & Achievement Summary Table* in the Executive Summary of the MTR report. See Annex E for ratings scales. No rating on Project Strategy and no overall project rating is required.

### **MIDTERM REVIEW DELIVERABLES**

#	Deliverable	Description	Timing	Responsibilities
1	<b>MTR Inception Report</b>	MTR team clarifies objectives and methods of Midterm Review	No later than 2 weeks before the MTR mission:	MTR team submits to the Commissioning Unit and project management
2	<b>Presentation</b>	Initial Findings	End of MTR mission:	MTR Team presents to project management and the Commissioning Unit

<sup>3</sup> Alternatively, MTR conclusions may be integrated into the body of the report.

3	<b>Draft Final Report</b>	Full report (using guidelines on content outlined in Annex B) with annexes	Within 3 weeks of the MTR mission:	Sent to the Commissioning Unit, reviewed by RTA, Project Coordinating Unit, GEF OFF
4	<b>Final Report*</b>	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final MTR report	Within 1 week of receiving UNDP comments on draft:	Sent to the Commissioning Unit

### 3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

#### Education:

- A Master's degree in Environment, or other closely related field.

#### Experience:

- Recent experience with result-based management evaluation methodologies;
- Experience applying SMART indicators and reconstructing or validating baseline scenarios;
- Competence in adaptive management, as applied to climate change adaptation;
- Experience working with the GEF or GEF-evaluations;
- Experience working in West Africa;
- Work experience in relevant technical areas for at least 10 years;
- Demonstrated understanding of issues related to gender and Water resources management; experience in gender sensitive evaluation and analysis;
- Excellent communication skills;
- Demonstrable analytical skills;
- Project evaluation/review experiences within United Nations system will be considered an asset;

#### Language Requirement:

Fluency in written and spoken English and excellent writing skills

#### Important Note:

The Consultant is required to have the abovementioned professional and technical qualifications. **Only the applicant who hold these qualifications will be shortlisted and contacted.**

### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

#### APPLICATION PROCESS<sup>4</sup>

#### Recommended Presentation of Proposal:

- Letter of Confirmation of Interest and Availability** using the template<sup>5</sup> provided by UNDP;
- CV and a Personal History Form (P11 form<sup>6</sup>)**;
- Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs

<sup>4</sup> Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

<sup>5</sup> <https://intranet.undp.org/unit/bom/psd/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

<sup>6</sup> [http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc)

(such as flight ticket, per diem, etc), supported by a breakdown of costs,

- e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address 55 Wilkinson Road in a sealed envelope indicating the following reference "Consultant for Team Leader for the evaluation of the *Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change* Midterm Review" or by email at the following address ONLY: [patricia.harding@undp.org](mailto:patricia.harding@undp.org) by the dead line as advertised. Incomplete applications will be excluded from further consideration.

**Note:**

- The information in the breakdown of the offered lump sum amount provided by the offeror will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.

**Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading.**

## **5. FINANCIAL PROPOSAL**

### **PAYMENT MILESTONES AND AUTHORITY**

The prospective consultant will indicate the cost of services for each deliverable in Leone all-inclusive<sup>7</sup> lump sum contract amount when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

<b>Installment of Payment/ Period</b>	<b>Deliverables or Documents to be Delivered</b>	<b>Approval should be obtained</b>	<b>Percentage of Payment</b>
10% of Contract Amount	upon approval of the final MTR Inception Report	Yes	10%
30% of Contract Amount	upon submission of the draft MTR report	Yes	30%
60% of Contract Amount	upon finalization of the MTR report	Yes	60%
	Or, as otherwise agreed between the Commissioning Unit and the MTR team	yes	

## **6. EVALUATION**

*The UNDP Sierra Leone will choose among one of these two evaluation methods prior to submit the have the Individual Consultant Procurement Notice. Once the evaluation method has been selected the other one shall be deleted to avoid*

<sup>7</sup> The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal



any misunderstanding

#### CRITERIA FOR SELECTING THE BEST OFFER

Offers received will be evaluated using a Combined Scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only consultants obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:


**Technical evaluation criteria (total 70 points):**

The consultant will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria. The technical evaluation will take into account the following as per the weightings provided:

- Professional qualifications and experience with respect to the TOR: 25 points.
- Methodology of approach in accomplishing the consultancy including though not limited to (a) timeline, (b) strategies addressing possible risks: 45 points.

#### Financial Criteria (30%)

Criteria	Weight	Max. Point
<b>Technical Competence (based on CV, Proposal and interview (if required))</b>	<b>70%</b>	<b>100</b>
Professional qualifications and experience with respect to the TOR: 25 points.	25%	25
Methodology of approach in accomplishing the consultancy including though not limited to (a) timeline, (b) strategies addressing possible risks: 45 points.	45%	45
<b>Financial (Lower Offer/Offer*100)</b>	<b>30%</b>	<b>30</b>
<b>Financial evaluation (total 30 points):</b>		
All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; $\mu$ = price of the lowest priced proposal; z = price of the proposal being evaluated.		
<b>Total Score</b>	<b>Technical Score * 70% + Financial Score * 30%</b>	

  
Carine Yengayenge  
Deputy Country Director Operations

#### ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

# 3.1 UNDP-GEF Midterm Review Terms of Reference

Standard Template 1: Formatted for attachment to UNDP Procurement Website

## I. Position Information

Post Title:	Co Team Leader (National)
Location:	Freetown
Type of Contract:	Individual Consultant
Post Level:	N/A
Duration of Initial Contract:	30 days

## 1. INTRODUCTION

This is the Terms of Reference (ToR) for the UNDP-GEF Midterm Review (MTR) of the full or medium-sized project titled *Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change* (PIMS# 4613) implemented through the *Ministry of Water Resources*, which is to be undertaken in 2018. The project started on the *October 2015* and is in its *third* year of implementation. In line with the UNDP-GEF Guidance on MTRs, this MTR process was initiated before the submission of the third Project Implementation Report (PIR). This ToR sets out the expectations for this MTR. The MTR process must follow the guidance outlined in the document Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects.

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- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project's results framework/ logframe as a management tool and review any changes made to it since project start.

#### Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

#### Project-level Monitoring and Evaluation Systems:

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

#### Stakeholder Engagement:

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

#### Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.

- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

#### Communications:

- Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

#### **iv. Sustainability**

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk Management Module are the most important and whether the risk ratings applied are appropriate and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

#### Financial risks to sustainability:

- What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

#### Socio-economic risks to sustainability:

- Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

#### Institutional Framework and Governance risks to sustainability:

- Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.

#### Environmental risks to sustainability:

- Are there any environmental risks that may jeopardize sustenance of project outcomes?

#### **Conclusions & Recommendations**

The MTR team will include a section of the report setting out the MTR's evidence-based conclusions, in light of the findings.<sup>10</sup>

Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for guidance on a recommendation table.

The MTR team should make no more than 15 recommendations total.

## Ratings

The MTR team will include its ratings of the project's results and brief descriptions of the associated achievements in a *MTR Ratings & Achievement Summary Table* in the Executive Summary of the MTR report. See Annex E for ratings scales. No rating on Project Strategy and no overall project rating is required.

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator <sup>11</sup>	Baseline Level <sup>12</sup>	Level in 1 <sup>st</sup> PIR (self-reported)	Midterm Target <sup>13</sup>	End-of-project Target	Midterm Level & Assessment <sup>14</sup>	Achievement Rating <sup>15</sup>	Justification for Rating
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<sup>10</sup> Alternatively, MTR conclusions may be integrated into the body of the report.

<sup>11</sup> Populate with data from the Logframe and scorecards

<sup>12</sup> Populate with data from the Project Document

<sup>13</sup> If available

<sup>14</sup> Colour code this column only

<sup>15</sup> Use the 6 point Progress Towards Results Rating Scale: HS S MS MU L H

Objective: to enhance the adaptive capacity of decision- makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources	Number and type of targeted institutions with increased adaptive capacity to reduce risks of and responses to climate variability	Opportunit y for professiona l updating and find it difficult to address newly emerging technical issues. Lack of capacity to deal with climate risks and understand ings of managing these risks in the water sector	Technical staffs from Ministry of Water Resources (MWR) and three District Councils have increased understan ding of climate issues that affect water supply in Freetown. Further targeted capacity enhancem ent remains to be done.		At least capacitie s of two line ministrie s and two District Councils to mainstre am adaptati on concerns with water polices and local develop ment plans are strength ened and capacitie s of two research / training centres to deliver relevant trainings on climate change issues are strength ened.			
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<p><b>Outcome 1:</b> Critical public policies governing the management of water resources revised to incentivize climate smart investment by the private sector</p>	<p><b>Indicator 1:</b> • No. and type of targeted institutions with increased adaptive capacity to reduce risks of and responses to climate variability</p>	<ul style="list-style-type: none"> <li>• Limited knowledge of decision-makers of CC impacts or adaptation responses.</li> <li>• Information, including inventory and mapping, is inadequate and staffs from MWR have limited expertise to internalize Climate Changes into local development plan.</li> <li>• low interplay between public and private sector on adaptation strategies investment</li> <li>• Existing coping strategies and adaptation action not documented at all, including for the water sector.</li> </ul>	<p>MWR and GVWC staff actively engaged in development of climate resilience plan for the Guma reservoir, resulting in increased awareness of climate impacts.</p>	<ul style="list-style-type: none"> <li>• 15% of staff from targeted institutions aware of predicted impacts of climate change and appropriate responses.</li> <li>• 60% of targeted stakeholders have access to relevant disseminated adaptation experiences from the project.</li> </ul>				
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	Adaptation concerns and actions mainstreamed within at least the Guma Reservoir Management process	The overall risk that climate change may pose on sustainability of water supply to the capital not well integrated into Guma Reservoir management	Climate change resilience plan for the Guma water reservoir produced by the project. Recommendations of the plan will be integrated in further capacity enhancement activities.		Climate Change resilience plan for Guma reservoir established.			
Outcome 2: Water supply infrastructure in Freetown and Pujehun, Kambia and Kono districts made resilient against climate change induced risks	Indicator: • Number of additional people provided with access to safe water supply and basic sanitation services given existing and projected climate change	Access to safe drinking water (2012 Water Mapping Results): Kambia – 51% Kono – 45% Pujehun – 51% Western Area Urban- 70%	Terms of references for the implementation of the outputs have been prepared and some advertised and awaiting contracts to be awarded to contractors after the evaluation process.		5000 people at intervention sites in Freetown and the three districts			

#### Indicator Assessment Key

Green = Achieved	Yellow = On target to be achieved
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In addition to the progress towards outcomes analysis:

- Compare and analyse the GEF Tracking Tool at the Baseline with the one completed right before the Midterm Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

**Table. MTR Ratings & Achievement Summary Table for  
Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to  
manage the Exposure and Sensitivity of Water Supply Services to Climate Change**

Measure	MTR Rating	Achievement Description
Project Strategy	N/A	
Progress Towards Results	Objective Achievement Rating: (rate 6 pt. scale)	
	Outcome 1 Achievement Rating: (rate 6 pt. scale)	
	Outcome 2 Achievement Rating: (rate 6 pt. scale)	
	Outcome 3 Achievement Rating: (rate 6 pt. scale)	
	Etc.	
Project Implementation & Adaptive Management	(rate 6 pt. scale)	
Sustainability	(rate 4 pt. scale)	

## 6. TIMEFRAME

The total duration of the MTR will be approximately 7 weeks, and shall not exceed four months from when the consultant(s) are hired. The tentative MTR timeframe is as follows:

TIMEFRAME	ACTIVITY
March 20 <sup>th</sup> , 2018	Application closes
April 6 <sup>th</sup> , 2018	Select MTR Team
Within one week after contract signature	Prep the MTR Team (handover of Project Documents)
2 weeks after contract signature	Document review and preparing MTR Inception Report
	Finalization and Validation of MTR Inception Report- latest start of MTR mission
12 days	MTR mission: stakeholder meetings, interviews, field visits
May 4 <sup>th</sup> , 2018	Mission wrap-up meeting & presentation of initial findings- earliest end of MTR mission
May 16 <sup>th</sup> , 2018 – 8 days	Preparing draft report
June 8 <sup>th</sup> , 2018 – 2 days	Incorporating audit trail from feedback on draft report/Finalization of MTR report (note: accommodate time delay in dates for circulation and review of the draft report)
	Preparation & Issue of Management Response
June 22 <sup>nd</sup> , 2018	Expected date of full MTR completion

Options for site visits should be provided in the Inception Report.

## 7. MIDTERM REVIEW DELIVERABLES

#	Deliverable	Description	Timing	Responsibilities
1	MTR Inception Report	MTR team clarifies objectives and methods of Midterm Review	No later than 2 weeks before the MTR mission:	MTR team submits to the Commissioning Unit and project management
2	Presentation	Initial Findings	End of MTR mission:	MTR Team presents to project management and the Commissioning Unit
3	Draft Final Report	Full report (using guidelines on content outlined in Annex B) with annexes	Within 3 weeks of the MTR mission:	Sent to the Commissioning Unit, reviewed by RTA, Project Coordinating Unit, GEF OFF
4	Final Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final MTR report	Within 1 week of receiving UNDP comments on draft:	Sent to the Commissioning Unit

\*The final MTR report must be in English. If applicable, the Commissioning Unit may choose to arrange for a translation of the report into a language more widely shared by national stakeholders.

## 8. MTR ARRANGEMENTS

The principal responsibility for managing this MTR resides with the Commissioning Unit. The Commissioning Unit for this project's MTR is the Energy, Environment and Natural Resource Management Cluster, UNDP Sierra Leone.

The commissioning unit will contract the consultants and ensure the timely provision of per diems and travel arrangements within Sierra Leone for the MTR team. The Project Team will be responsible for liaising with the MTR team to provide all relevant documents, set up stakeholder interviews, and arrange field visits.

## 9. TEAM COMPOSITION

A team of two independent consultants will conduct the MTR - one team leader (with experience and exposure to projects and evaluations in other regions globally and one team expert, from Sierra Leone. The consultants cannot have participated in the project preparation, formulation, and/or implementation (including the writing of the Project Document) and should not have a conflict of interest with project's related activities.

The selection of consultants will be aimed at maximizing the overall "team" qualities in the following areas:

- Recent experience with result-based management evaluation methodologies; 5 points
- Experience applying SMART indicators and reconstructing or validating baseline scenarios; 5 points
- Competence in adaptive management, as applied to climate change adaptation;

- Experience working with the GEF or GEF-evaluations; 10 points
- Experience working in West Africa; 5 points
- Work experience in relevant technical areas for at least 10 years; 20 points
- Demonstrated understanding of issues related to gender and Water resources management; experience in gender sensitive evaluation and analysis; 5 points
- Excellent communication skills; 5 points
- Demonstrable analytical skills; 5 points
- Project evaluation/review experiences within United Nations system will be considered an asset; 5 points
- A Master's degree in Environment, or other closely related field.

## 10. PAYMENT MODALITIES AND SPECIFICATIONS

10% of payment upon approval of the final MTR Inception Report  
 30% upon submission of the draft MTR report  
 60% upon finalization of the MTR report

Or, as otherwise agreed between the Commissioning Unit and the MTR team.

## 11. APPLICATION PROCESS<sup>16</sup>

### Recommended Presentation of Proposal:

- Letter of Confirmation of Interest and Availability** using the template<sup>17</sup> provided by UNDP;
- CV and a Personal History Form (P11 form)**<sup>18</sup>;
- Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
  - as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address 55 Wilkinson Road in a sealed envelope indicating the following reference "Consultant for Team Leader for the evaluation of the *Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change* Midterm Review" or by email at the following address ONLY: [patricia.harding@undp.org](mailto:patricia.harding@undp.org) by the dead line as advertised. Incomplete applications will be excluded from further consideration.

<sup>16</sup> Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

<sup>17</sup> <https://intranet.undp.org/unit/bom/psd/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

<sup>18</sup> [http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_History\\_Form.docx](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_History_Form.docx)

**Criteria for Evaluation of Proposal:** Only those applications which are responsive and compliant will be evaluated. Offers will be evaluated according to the Combined Scoring method – where the educational background and experience on similar assignments will be weighted at 70% and the price proposal will weigh as 30% of the total scoring. The applicant receiving the Highest Combined Score that has also accepted UNDP's General Terms and Conditions will be awarded the contract.

**ToR ANNEX A: List of Documents to be reviewed by the MTR Team**

1. PIF
2. UNDP Initiation Plan
3. UNDP Project Document
4. UNDP Environmental and Social Screening results
5. Project Inception Report
6. All Project Implementation Reports (PIR's)
7. Quarterly progress reports and work plans of the various implementation task teams
8. Audit reports
9. Finalized GEF focal area Tracking Tools at CEO endorsement and midterm
10. Oversight mission reports
11. All monitoring reports prepared by the project
12. Financial and Administration guidelines used by Project Team

The following documents will also be available:

13. Project operational guidelines, manuals and systems
14. UNDP country/countries programme document(s)
15. Minutes of the Board Meetings and other meetings (i.e. Project Appraisal Committee meetings)
16. Project site location maps

**ToR ANNEX B: Guidelines on Contents for the Midterm Review Report<sup>19</sup>**

- i. Basic Report Information (*for opening page or title page*)
  - Title of UNDP supported GEF financed project
  - UNDP PIMS# and GEF project ID#
  - MTR time frame and date of MTR report
  - Region and countries included in the project
  - GEF Operational Focal Area/Strategic Program
  - Executing Agency/Implementing Partner and other project partners
  - MTR team members
  - Acknowledgements
- ii. Table of Contents
- iii. Acronyms and Abbreviations
1. Executive Summary (*3-5 pages*)
  - Project Information Table
  - Project Description (brief)
  - Project Progress Summary (between 200-500 words)
  - MTR Ratings & Achievement Summary Table
  - Concise summary of conclusions
  - Recommendation Summary Table

<sup>19</sup> The Report length should not exceed ~~40~~ pages in total (not including annexes).

2. Introduction (2-3 pages)
  - Purpose of the MTR and objectives
  - Scope & Methodology: principles of design and execution of the MTR, MTR approach and data collection methods, limitations to the MTR
  - Structure of the MTR report
3. Project Description and Background Context (3-5 pages)
  - Development context: environmental, socio-economic, institutional, and policy factors relevant to the project objective and scope
  - Problems that the project sought to address: threats and barriers targeted
  - Project Description and Strategy: objective, outcomes and expected results, description of field sites (if any)
  - Project Implementation Arrangements: short description of the Project Board, key implementing partner arrangements, etc.
  - Project timing and milestones
  - Main stakeholders: summary list
4. Findings (12-14 pages)
  - 4.1 Project Strategy
    - Project Design
    - Results Framework/Logframe
  - 4.2 Progress Towards Results
    - Progress towards outcomes analysis
    - Remaining barriers to achieving the project objective
  - 4.3 Project Implementation and Adaptive Management
    - Management Arrangements
    - Work planning
    - Finance and co-finance
    - Project-level monitoring and evaluation systems
    - Stakeholder engagement
    - Reporting
    - Communications
  - 4.4 Sustainability
    - Financial risks to sustainability
    - Socio-economic to sustainability
    - Institutional framework and governance risks to sustainability
    - Environmental risks to sustainability
5. Conclusions and Recommendations (4-6 pages)
  - 5.1 Conclusions
    - Comprehensive and balanced statements (that are evidence-based and connected to the MTR's findings) which highlight the strengths, weaknesses and results of the project
  - 5.2 Recommendations
    - Corrective actions for the design, implementation, monitoring and evaluation of the project
    - Actions to follow up or reinforce initial benefits from the project
    - Proposals for future directions underlining main objectives

## 6. Annexes

- MTR ToR (excluding ToR annexes)
- MTR evaluative matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
- Example Questionnaire or Interview Guide used for data collection
- Ratings Scales
- MTR mission itinerary
- List of persons interviewed
- List of documents reviewed
- Co-financing table (if not previously included in the body of the report)
- Signed UNEG Code of Conduct form
- Signed MTR final report clearance form

• *Annexed in a separate file:* Audit trail from received comments on draft MTR report

• *Annexed in a separate file:* Relevant midterm tracking tools (METT, FSC, Capacity scorecard, etc.)

## ToR ANNEX C: Midterm Review Evaluative Matrix Template

Evaluative Questions	Indicators	Sources	Methodology
<b>Project Strategy: To what extent is the project strategy relevant to country priorities, country ownership, and the best route towards expected results?</b>			
(include evaluative question(s))	(i.e. relationships established, level of coherence between project design and implementation approach, specific activities conducted, quality of risk mitigation strategies, etc.)	(i.e. project documents, national policies or strategies, websites, project staff, project partners, data collected throughout the MTR mission, etc.)	(i.e. document analysis, data analysis, interviews with project staff, interviews with stakeholders, etc.)
<b>Progress Towards Results: To what extent have the expected outcomes and objectives of the project been achieved thus far?</b>			
<b>Project Implementation and Adaptive Management: Has the project been implemented efficiently, cost-effectively, and been able to adapt to any changing conditions thus far? To what extent are project-level monitoring and evaluation systems, reporting, and project communications supporting the project's implementation?</b>			
<b>Sustainability: To what extent are there financial, institutional, socio-economic, and/or environmental risks to sustaining long-term project results?</b>			



ToR ANNEX D: UNEG Code of Conduct for Evaluators/Midterm Review Consultants<sup>20</sup>

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<sup>20</sup> [www.undp.org/uneqcodeofconduct](http://www.undp.org/uneqcodeofconduct)

**Evaluators/Consultants:**

1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.
4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, findings and recommendations.
7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.

**MTR Consultant Agreement Form**

Agreement to abide by the Code of Conduct for Evaluation in the UN System:

Name of Consultant:

\_\_\_\_\_

Name of Consultancy Organization (where relevant):

\_\_\_\_\_

**I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.**

Signed at \_\_\_\_\_ (Place) on  
\_\_\_\_\_ (Date)

Signature: \_\_\_\_\_

ToR ANNEX E: MTR Ratings

<b>Ratings for Progress Towards Results: (one rating for each outcome and for the objective)</b>		
6	Highly Satisfactory (HS)	The objective/outcome is expected to achieve or exceed all its end-of-project targets, without major shortcomings. The progress towards the objective/outcome can be presented as "good practice".
5	Satisfactory (S)	The objective/outcome is expected to achieve most of its end-of-project targets, with only minor shortcomings.
4	Moderately Satisfactory (MS)	The objective/outcome is expected to achieve most of its end-of-project targets but with significant shortcomings.
3	Moderately Unsatisfactory (HU)	The objective/outcome is expected to achieve its end-of-project targets with major shortcomings.
2	Unsatisfactory (U)	The objective/outcome is expected not to achieve most of its end-of-project targets.
1	Highly Unsatisfactory (HU)	The objective/outcome has failed to achieve its midterm targets, and is not expected to achieve any of its end-of-project targets.

<b>Ratings for Project Implementation &amp; Adaptive Management: (one overall rating)</b>		
6	Highly Satisfactory (HS)	Implementation of all seven components – management arrangements, work planning, finance and co-finance, project-level monitoring and evaluation systems, stakeholder engagement, reporting, and communications – is leading to efficient and effective project implementation and adaptive management. The project can be presented as "good practice".
5	Satisfactory (S)	Implementation of most of the seven components is leading to efficient and effective project implementation and adaptive management except for only few that are subject to remedial action.
4	Moderately Satisfactory (MS)	Implementation of some of the seven components is leading to efficient and effective project implementation and adaptive management, with some components requiring remedial action.
3	Moderately Unsatisfactory (MU)	Implementation of some of the seven components is not leading to efficient and effective project implementation and adaptive, with most components requiring remedial action.
2	Unsatisfactory (U)	Implementation of most of the seven components is not leading to efficient and effective project implementation and adaptive management.
1	Highly	Implementation of none of the seven components is leading to efficient and

Unsatisfactory (HU)	effective project implementation and adaptive management.
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<b>Ratings for Sustainability: (one overall rating)</b>		
4	Likely (L)	Negligible risks to sustainability, with key outcomes on track to be achieved by the project's closure and expected to continue into the foreseeable future
3	Moderately Likely (ML)	Moderate risks, but expectations that at least some outcomes will be sustained due to the progress towards results on outcomes at the Midterm Review
2	Moderately Unlikely (MU)	Significant risk that key outcomes will not carry on after project closure, although some outputs and activities should carry on
1	Unlikely (U)	Severe risks that project outcomes as well as key outputs will not be sustained

**ToR ANNEX F: MTR Report Clearance Form**

*(to be completed by the Commissioning Unit and UNDP-GEF RTA and included in the final document)*

<b>Midterm Review Report Reviewed and Cleared By:</b>	
<b>Commissioning Unit</b>	
Name: _____	
Signature: _____	Date: _____
<b>UNDP-GEF Regional Technical Advisor</b>	
Name: _____	
Signature: _____	Date: _____



## **UNDP**

### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants 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 Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. 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 Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

**8.3** The Contractor 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 Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

The Contractor 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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.



**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** Any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** Any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract 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.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in

accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor 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.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor 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 on 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.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be

valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.