**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)**

**National Consultancy to Undertake the Terminal Evaluation of the “Climate Change Adaptation Support through Small Grants Programme” Project**

**Date: 30 April 2018**

**Procurement Notice No:** IC/TZA/2018/UNDP-013

**Project Title:** National Consultancy to Undertake the Terminal Evaluation of the “Climate Change Adaptation Support through Small Grants Programme” Project

**Duty Station:** Dar es Salaam, Tanzania

**Period of assignment/services**: 30 working days

**Eligibility: Qualified and Experienced Consultants are invited to submit their proposals**

**Purpose of the assignment**:

This project terminal evaluation will be conducted in fulfilment of UNDP regulations and rules guiding project evaluations. The UNDP Office in Tanzania is commissioning this evaluation to ascertain the outcomes and impact of the project measured against its original purpose and objectives whilst in the process capturing the evaluative evidence of the relevance, effectiveness, efficiency and sustainability of this project, which will set the stage for new initiatives. It is anticipated that the evaluation will outline lessons learned and recommendations which will be useful in contributing to the growing body of knowledge and future projects in support of local climate change adaptation. The evaluation serves as an important accountability function, providing national stakeholders and partners in Tanzania with an impartial assessment of the results including gender equality results of this project.

**Separate technical and financial proposals** detailing understanding of the TOR, methodology and work plan should be submitted through; **icprocurement.tz@undp.org****not later than Wednesday, 09 May 2018 at 01:30 AM (EAT).**

**IMPORTANT NOTE**:

The reference of the IC Procurement Notice No. IC/TZA/2018/013 should be indicated on all correspondences.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail address: **tenders.tz@undp.org**. UNDP Tanzania will respond in writing or by standard electronic mail to the requestor and share the answer with all invited offerors without identifying the source of inquiry. Please Quotein all inquiries**.**

1. **BACKGROUND**

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| With the support of the United Nations Development Programme (UNDP) the Vice President’s Office (VPO) designed a three-year programme (2013-2015, with several extensions up to June 2018) entitled “**Climate Change Adaptation Support through Small Grants Programme**”. The overarching goal of the project has been to strengthen local capacity for implementation of climate change adaptation (CCA) actions through demonstrations of workable, low cost and technologically benign community-based initiatives for improved livelihoods and achievement of MDGs. This project aimed to support the implementation of early  |

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| adaptation actions for local communities that are adversely affected by climate change impacts in selected areas of Tanzania. The project also focussed on demonstrating successful community based climate change adaptation initiatives for people living in marginal areas. The project aimed to provide support to approximately 10,000 people, mostly farmers and pastoralists in Iringa rural, Longido and Bahi districts to cope with drought and water scarcity problems related to climate change effects. The basic idea was to improve peoples’ livelihoods through reducing vulnerabilities and increasing climate change resilience. The project was expected to be achieved by equipping the communities with knowledge and technologies, which are appropriate for combatting impacts of climate change on agricultural productivity, food security, water availability and rangelands. The project formed part of the implementation of UNDAP (2011-2016) agreement that was signed between UN agencies and the Government of Tanzania in June 2010. |

1. **DUTIES AND RESPONSIBILITIES**

For detailed information on the tasks to be performed and expected deliverables, please refer to the Terms of Reference (TOR) attached.

1. **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS:**

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| *Required Qualifications* * Advanced (Master or PhD) degree in Environment Management, Energy, Geography, Project management, Development studies or any other related field;
* A minimum of 7 years’ relevant professional experience;
* Knowledge of/experience with UNDP monitoring and evaluation policies and procedures;
* Previous experience of projects dealing with climate change adaptation in Africa;
* Proven experience in climate change governance (inter alia policy analysis, dialogue, negotiation, research, monitoring and assessment) and in the implementation of such policies;
* Experience in evaluation of international donor driven development projects will be an advantage;
* Recent experience with result-based management evaluation methodologies;
* Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis.

*Corporate Competencies:** Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism.

*Technical Competencies:** Demonstrated ability to coordinate processes to collate information and facilitate discussion and analysis of material;
* Technical competencies in undertaking complex evaluations which involve a variety of stakeholders;
* Demonstrated strong research and analytical skills;
* Strong facilitation and collaborative skills;
* Strong report writing and communication skills.

*Professionalism:** Demonstrated ability to meet deadlines and work under pressure;
* Demonstrated excellent organizational skills.

*Language:*Fluency in English and Kiswahili is essential |

1. **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**
2. **Technical** (70 points - pass mark is 49 points)

**Proposed format for submission of Technical Proposal**

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| Explain why you consider yourself a suitable candidate for the work specified in the ToR |
| *Click here to enter text* |
| Provide a brief methodology on how you will approach and conduct the work (including evaluation matrix, see template in Annex II)  |
| *Click here to enter text* |
| Personal P11 and CV including at least 2 references |
| *Click here to enter text* |
| Availability, please indicate any limitations in availability or other time constraints |
| *Click here to enter text* |
| 1-2 sample reports |
| *Click here to enter text* |

1. **Financial proposal** (prepared in accordance with the instructions indicated below)
2. **Financial Proposal (30 points)**

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| The financial proposal shall specify a **total lump sum amount,** and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output (For detailed payment schedule, please refer to the TOR attached). In order to assist the Requesting Unit in the comparison of financial proposals, **the financial proposal will include a breakdown of this lump sum amount**.**Proposed format for submission of Financial Proposal:**

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| **S/No** | **Item/Description** | **Amount (TZS)** |
| 1. | Professional Fee (number of working day x Daily Rate) |  |
| 2. | Other expenses (please specify if any) |  |

\* No DSA at duty station\* Financial Proposal MUST be in TZS |

1. **EVALUATION METHOD**

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| 1. Having received the highest score out of the pre-determined set of weighted technical and financial criteria specific to the solicitation:

\* Technical Criteria weight: 70%\* Financial Criteria weight (based only on the professional fees): 30%Only candidates obtaining a minimum of 49% points in the technical evaluation will be considered for the Financial Evaluation. |
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| **Criteria** | **Weight** |
| **Technical Proposal** | **70** |
| Advanced (Master or PhD) degree in Environment Management, Energy, Geography, Project management, Development studies or any other related field | 20 |
| Minimum of 7 years of relevant professional experience in environment and climate change adaptation | 20 |
| Experience in UNDP monitoring and evaluation policies and procedures with a demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis. | 15 |
| Technical knowledge in the area of climate change adaptation in particular through community based adaptation | 15 |
| **Financial Proposal** | **30** |
| **Total Score** | **100** |

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**ANNEX 1 - TERMS OF REFERENCE (TOR)**

**ANNEX 3 - INDIVIDUAL CONSULTANTS GENERAL TERMS AND CONDITIONS**

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**Jeremiah Mallongo**

Operations Manager

**ANNEX 1**

Terms of Reference (TOR)

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| * **Consultancy Information**
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| Assignment: National consultant to undertake the Terminal Evaluation of the “Climate Change Adaptation Support through Small Grants Programme” project  **Reports to:** **Report to:** Practice Specialist (Energy, Climate Change and Extractives), UNDP Tanzania**Duty station:** Dar es Salaam, Tanzania**Duration of assignment:** 30 work days**Contract period:** May 20 - June 30, 2018 |
| * **Background/Rationale**
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| With the support of the United Nations Development Programme (UNDP) the Vice President’s Office (VPO) designed a three-year programme (2013-2015, with several extensions up to June 2018) entitled “**Climate Change Adaptation Support through Small Grants Programme**”. The overarching goal of the project has been to strengthen local capacity for implementation of climate change adaptation (CCA) actions through demonstrations of workable, low cost and technologically benign community-based initiatives for improved livelihoods and achievement of MDGs. This project aimed to support the implementation of early adaptation actions for local communities that are adversely affected by climate change impacts in selected areas of Tanzania. The project also focussed on demonstrating successful community based climate change adaptation initiatives for people living in marginal areas. The project aimed to provide support to approximately 10,000 people, mostly farmers and pastoralists in Iringa rural, Longido and Bahi districts to cope with drought and water scarcity problems related to climate change effects. The basic idea was to improve peoples’ livelihoods through reducing vulnerabilities and increasing climate change resilience. The project was expected to be achieved by equipping the communities with knowledge and technologies, which are appropriate for combatting impacts of climate change on agricultural productivity, food security, water availability and rangelands. The project formed part of the implementation of UNDAP (2011-2016) agreement that was signed between UN agencies and the Government of Tanzania in June 2010.The specific project outputs included the following: 1. Increasing the awareness and understanding of the linkage between climate change and human development for local communities – the project supported village-level awareness raising meetings on this theme in villages in three priority districts (Iringa rural, Longido and Bahi districts), in all 15 meetings.
2. Strengthening the capacity to include climate change adaptation in district and village development plans – District management staff received training on how to integrate climate change adaptation in development plans through workshops for the District Department heads in the three priority districts.
3. Demonstration of CCA projects in water, agriculture and livestock sectors – climate change adaptation projects were designed and implemented for demonstration in the prioritized districts based on a participatory identification of climate induced risks and factors.
4. Strengthening the capacity on mainstreaming of gender considerations in climate change adaptation initiatives at local level – The project supported district-level training of project stakeholders in each of the priority districts in gender mainstreaming and gender equity blended with modules on good governance, human rights and HIV-AIDS prevention, denial, stigma and people living with AIDS (PLWA). Furthermore, women-led projects in all three districts were supported as a corrective measure to enhance gender equality and reduce women’s vulnerability to climate change risks.
5. Project results and lessons learned generated and documented for replication and policy feedback – Inter-community learning on community-based climate change adaptation practices was facilitated through peer-to-peer dialogue and exchange visits. Furthermore, evidence-based climate change adaptation best practices in farming, livestock keeping, water supply and watershed management were documented for horizontal dissemination and policy feedback.
6. Project monitoring facilitated on a continuous basis – the project was continuously monitored through field-based coordinators.
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| * **Purpose of the Assignment**
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| This project terminal evaluation will be conducted in fulfilment of UNDP regulations and rules guiding project evaluations. The UNDP Office in Tanzania is commissioning this evaluation to ascertain the outcomes and impact of the project measured against its original purpose and objectives whilst in the process capturing the evaluative evidence of the relevance, effectiveness, efficiency and sustainability of this project, which will set the stage for new initiatives. It is anticipated that the evaluation will outline lessons learned and recommendations which will be useful in contributing to the growing body of knowledge and future projects in support of local climate change adaptation. The evaluation serves as an important accountability function, providing national stakeholders and partners in Tanzania with an impartial assessment of the results including gender equality results of this project.  |
| * **Scope of work**
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| Consistent with UNDP development efforts, UNDP evaluations are guided by the principles of gender equality, the human rights-based approach and human development as appropriate. This evaluation assesses the extent to which project initiatives have addressed the issues of social and gender inclusion, equality and empowerment; contributed to strengthening the application of these principles; and incorporated the UNDP commitment to rights based approaches and gender mainstreaming in the project design.This terminal project evaluation will cover the period 2013 – 2018 and will be conducted over thirty (30) days in the period from May - June 2018. The evaluation will highlight the key lessons learned to provide informed guidance to future support to the Government of Tanzania (GoT). The overall objective is to assess whether the project has succeeded in contributing towards strengthening local capacity for implementation of climate change adaptation actions through demonstrations of workable, low cost and technologically benign community-based initiatives for improved livelihoods and achievement of MDGs. It will also assess its contribution to overall climate change policies, human rights and gender equity while at the same time, highlighting the key lessons learned to provide informed guidance to future support to the GoT. Specifically, the terminal evaluation will: * Assess the relevance and strategic positioning of UNDP support to Tanzania in general and specifically to supporting policy and institutional capacities of LGAs in Iringa Rural, Longido and Bahi Districts as well as 15 Village Authorities with regards to integrating climate change adaptation strategies and plans.
* Assess the existing frameworks and strategies adopted by UNDP in providing support to the GoT including partnership strategies, engagements, and whether they were well conceived for achieving planned objectives,
* Whether UNDP’s contribution added value to the capacity building efforts of the concerned institutions;
* Determine if the project has achieved its stated objectives and explain why/why not,
* Provide recommendations on how to build on the achievements of the project and ensure that it is sustained by the relevant stakeholders,
* Appraise the sustainability of the programme, including the institutionalisation of interventions,
* Review the programme’s efforts to mainstream gender and ensure the application of UNDP’s rights-based approach,
* Assess relevance and utilisation of monitoring and evaluation (M&E) processes,
* The lessons learned for follow-on support of UNDP to the GoT, and
* Determine the cost-saving, if any, to the Government of Tanzania through using UNDP procurement.

***Partnerships Analysis**** Assess strategic partnerships forged with key stakeholders including CSO, MDAs, LGAs, among others and their sustainability;
* Examine the partnership with other UN Agencies and donor organizations in the relevant field;
* Determine whether there is consensus among project actors, partners and stakeholders on the partnership strategy;
* Determine whether project’s partnership strategy has been appropriate and effective;
* Analyze how partnerships have been formed and how they performed; and
* Examine how the partnership affected the achievement of progress towards the intended Outcome.
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| * **Evaluation Questions**
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| This evaluation seeks to answer, but is not limited to, the following questions, focused around the evaluation criteria of relevance, effectiveness, efficiency, sustainability and partnerships:* 1. ***Relevance* -** *the extent to which the activities designed and implemented were suited to priorities and realities*
* Review the relevance of the project strategy and assess whether it provided the most effective route towards the intended results;
* 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 how the project addressed country priorities and plans;
* Review country ownership.
* Review the decision-making processes by assessing the perspectives of those who could affect the outcomes, and those who could contribute information or other resources to the process, considered during the project design processes;
* Review the extent to which relevant gender issues were raised in the project design. If there are major areas of concern, recommend areas for improvement.
	1. ***Effectiveness* *-*** *the extent to which the programme has achieved its intended outputs and objectives*
* Review overall effectiveness of project management structure as outlined in the Project Document and give recommendation for improvement;
* Review the quality of support provided by UNDP and recommend areas for improvement.
* Review if the project has been appropriately responsive to political, legal, economic, institutional, etc., changes in the country;
* Review if the project approach has produced demonstrated successes focusing on achievement and weakness, and give recommendations for future improvements;
* Assess if the project has made strategic use of coordination and collaboration with other national institutions and with other donors in the country/region to increase its effectiveness and impact;
* Review the quality of execution of the implementing partners and responsible parties (IPs and RPs) and recommend areas for improvement. Specifically looking at;
	+ Are the project IPs and RPs using the outputs? Have the outputs been transformed by project partners into outcomes?
	+ How do the outputs and outcomes contribute to the UNDP’s mainstreamed strategies?
	+ How do they contribute to gender equality?
	+ How do they contribute to the strengthening of the social partners and social dialogue?
	+ How do they contribute to strengthening the influence of human rights standards?
	1. ***Efficiency*** *– the extent to which the project implementation approach helped project success*
* Review if the UNDP’s project implementation strategy and execution has been efficient and cost effective;
* Review if there has been an economical use of financial and human resources;
* Assess if project funding has been delivered in a timely manner;
* Review the efficiency of the project team including the project steering committee in the success of the project;
* Review the efficiency of the UNDP’s M&E systems in ensuring effective and sustainable project management.
	1. ***Sustainability*** *– the extent to which project impacts will continue beyond project closure*
* Are there any social or political risks that may jeopardize sustainability of project outcomes?
* Are the current stakeholders 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 with appropriate parties who could learn from the project?
* Do the current legal frameworks, policies, governance structures and processes pose risks that may jeopardize the sustenance of the project benefits?
* Are there any environmental risks that may jeopardize the sustainability of the project’s outcomes?
* Do the UNDP interventions have well designed and well-planned exit strategies?
* What changes if any should be made in the current partnership(s) to promote long term sustainability?
	1. ***Partnership strategy*** *– the extent to which the project has been able to create and maintain partnerships*
* Has UNDP’s partnership strategy been appropriate and effective?
* Are there current or potential overlaps with existing partners’ programmes’?
* Has the project developed and leveraged the necessary and appropriate partnerships with direct and indirect stakeholders?
* Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in the project decision-making that supports efficient and effective project implementation?
* To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?
* Review the internal project communication with stakeholders – is it regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms in place? Does this communication with stakeholders contribute to their awareness of project results?
* Review the external project communication – are there proper means of communicating the impact of the project to the public?
* Summarize the project’s progress towards results in terms of contribution to the SDGs.
* The evaluation should also include an assessment of the extent to which programme design, implementation and monitoring have taken the following cross cutting issues into consideration:
	1. ***Human rights*** *– the extent to which human right issues have been taken into consideration*
* To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefitted from UNDP Tanzania’s work through this project?
	1. ***Gender Equality*** *– the extent to which gender issues have been taken into consideration*
* To what extent has gender been addressed in the design, implementation and monitoring of the project? Is the gender marker data assigned to this project representative of reality?
* To what extent has UNDP Tanzania’s climate change adaptation policies and strategy support promoted positive changes in gender equality? Were there any unintended effects?

Based on the above analysis, the evaluators are expected to provide overarching conclusions on the project results in this area of support, as well as recommendations on how the UNDP Tanzania Country Office could adjust its programming, partnership arrangements, resource mobilization strategies, and capacities to ensure that the intervention fully achieves planned outputs.  |
| * **Methodology**
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| The terminal evaluation will be carried out by one national evaluator, and will engage a broad range of key stakeholders and beneficiaries, including government officials, civil society organizations involved in the project and beneficiaries to utilize existing information, and examine local sources of knowledge. The evaluation exercise will be wide-ranging, consultative, and participatory, entailing a combination of comprehensive desk reviews, analysis and interviews. While interviews are a key instrument, all analysis must be based on observed facts to ensure that the evaluation is sound and objective. This precludes relying exclusively upon anecdotes, hearsay and unverified opinions. Findings should be specific, concise and supported by quantitative and/or qualitative information that is reliable, valid and verifiable.An overall guidance on evaluation methodology can be found in the *UNDP Handbook on Monitoring and Evaluating for Results* and the *UNDP Guidelines for Outcome Evaluators*. The evaluators are expected to come up with a suitable methodology for this evaluation based on the guidance given in the above-mentioned documents. The terminal evaluation shall provide evidence-based information that is credible, reliable and useful. The evaluator shall review all relevant sources of information including documents prepared during the preparation phase.This evaluation is expected to take a “theory of change’’ (TOC) approach to determining causal links between the interventions that UNDP Tanzania has supported, and observed progress in institutional and policy capacity building. The evaluator will develop, in consultation with the programme team, a logic model of how UNDP Tanzania’s interventions are expected to lead to improved national and local capacities in climate change adaptation. The model will be validated by the Programme Specialist for Energy and Extractives in the country office.During the project evaluation, the evaluator is expected to apply the following approaches for data collection and analysis:* **Desk review of relevant documents:** The evaluator will collect and review all relevant documentation and activity reports; past evaluation/self-assessment reports; deliverables from the country programme activities, e.g. published reports and training materials; client surveys on support services provided to country offices if any; country office reports; UNDP’s corporate strategies and reports; and government, media, academic publications.
* **Interviews and focus group discussions**: The evaluators will conduct face-to-face and/or telephone interviews with relevant stakeholders, including: i) UNDP staff (managers and programme/project officers) ii) VPO staff, and responsible partners such as LGA staff in the priority districts, iii) beneficiary groups. Focus groups may be organized as appropriate.
* **Site visits:** The evaluation team will visit select project sites to observe first-hand progress and achievements made to date and to collect best practices/ lessons learned. A case study approach will be used to identify and highlight issues that can be further investigated across the project.

All deliverables should be handed in hard copy and soft copy (Word format and excel format for tables) and PDF format for web publishing. During the fulfilment of the assignment, technical reports and intermediate review of findings will be done according to the work plan to be agreed at the inception phase and submitted to UNDP. |
| * **Deliverables, timeframe and payment schedule**
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| The assignment is expected to have three deliverables against which payment will be made;

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| **Deliverable** | **Timeframe** | **Payment Schedule** |
| 1. Inception report
 | 5 work days | **20%,** upon acceptance and approval by the evaluation advisory panel[[1]](#footnote-1).  |
| 1. Draft Project Terminal Evaluation Report, including draft lessons learned report
 | 20 work days | **40%,** upon acceptance and approval by the evaluation advisory panel. Comments received to be incorporated into the final report.  |
| 1. Final Project Terminal Evaluation report and Lessons Learned Report
 | 5 work days | **40%,** upon acceptance and approval by UNDP and VPO. |

The Evaluator upon signing the contract will also sign a ‘*Code of Conduct for Evaluators in the UN System*’, which may be made available as an attachment to the evaluation report. One week after contract signing, the evaluation consultant will produce an inception report. The inception report should include an evaluation matrix presenting the evaluation questions, data sources, data collection, analysis tools and methods to be used. The inception report should detail the specific timing for evaluation activities and deliverables, and propose specific site visits and stakeholders to be interviewed. Protocols for different stakeholders should be developed. The inception report will be discussed and agreed with the VPO and UNDP country office before the evaluator proceed with site visits. Upon submission, the draft evaluation report will be shared with stakeholders, and may be presented in a validation workshop or meeting that the VPO and UNDP country office will organize involving key stakeholders. Feedback received from these sessions must be considered when preparing the final report. The evaluator will produce an ‘audit trail’ indicating whether and how each comment received was addressed in revisions to the final report. A lesson learned report will also be discussed during the validation workshop. Feedback received should be taken into consideration when preparing the final lessons learned report. This report should be annexed in the main evaluation report.All deliverables will be elaborated in English and must be submitted in digital form together with all supporting documentation including tables, graphs and diagrams in its original format.The suggested table of contents of the evaluation report is as follows: *- Title* *- Table of contents* *- Acronyms and abbreviations* *- Executive Summary* *- Introduction Background and context* *- Evaluation scope and objectives**- Evaluation approach and methods**- Data analysis**- Findings and conclusions**- Lessons learned**- Recommendations* *- Annexes*  |
| * **Evaluation team composition and required competencies**
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| **UNDP TANZANIA STRONGLY ENGOURAGES QUALIFIED FEMALES TO APPLY**The terminal evaluation will be undertaken by one national evaluator, hired as a consultant. The consultant will be the lead evaluator. ***Required Qualifications*** * Advanced (Master or PhD) degree in Environment Management, Energy, Geography, Project management, Development studies or any other related field;
* A minimum of 7 years’ relevant professional experience;
* Knowledge of/experience with UNDP monitoring and evaluation policies and procedures;
* Previous experience of projects dealing with climate change adaptation in Africa;
* Proven experience in climate change governance (inter alia policy analysis, dialogue, negotiation, research, monitoring and assessment) and in the implementation of such policies;
* Experience in evaluation of international donor driven development projects will be an advantage;
* Recent experience with result-based management evaluation methodologies;
* Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis.

***Corporate Competencies:**** Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism.

***Technical Competencies:**** Demonstrated ability to coordinate processes to collate information and facilitate discussion and analysis of material;
* Technical competencies in undertaking complex evaluations which involve a variety of stakeholders;
* Demonstrated strong research and analytical skills;
* Strong facilitation and collaborative skills;
* Strong report writing and communication skills.

***Professionalism:**** Demonstrated ability to meet deadlines and work under pressure;
* Demonstrated excellent organizational skills.

***Language:**** Fluency in English and Kiswahili is essential
 |
| * **Evaluation Ethics**
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| This evaluation will be conducted in accordance with the principles outlined in the UNEG ‘Ethical Guidelines for Evaluation. The Consultant must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The Consultant must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners. |
| **Implementation Arrangements** |
| The UNDP Tanzania Country Office will select the evaluators through an open, transparent process in consultation with VPO. UNDP be responsible for the management of the Consultant and will in this regard designate focal persons for the evaluation and any additional staff to assist in facilitating the process. UNDP will take responsibility for the approval of the final evaluation report in liaison with VPO. The designated VPO focal point will assist the Consultant in arranging introductory meetings with the relevant parties in the GoT, civil society etc. The Consultant will take responsibility for setting up meetings and conducting the evaluation, subject to advanced approval of the methodology submitted in the inception report. The UNDP Country Office will develop a Management Response to the evaluation within six weeks of report finalization. While UNDP and VPO will provide some logistical support during the evaluation, for instance assisting in setting interviews with VPO and senior government officials, it will be the responsibility of the consultant to logistically and financially arrange their travel to and from relevant project sites and to arrange most interviews. Planned travels and associated costs will be included in the Inception Report. The Programme Specialist of the project will convene an Advisory Panel comprising of technical experts from VPO and UNDP to enhance the quality of the evaluation. This Panel will review the inception report and the draft evaluation report to provide detail comments related to the quality of methodology, evidence collected, analysis and reporting. The Panel will also advise on the conformity of evaluation processes to the UNEG standards. The evaluators are required to address all comments of the Panel completely and comprehensively. The Evaluator will provide a detailed rationale to the advisory panel for any comment that remains unaddressed. The final report (and thereby the final payment) will be reviewed and approved by UNDP and VPO.  |

**ANNEX 2**

Individual Consultants General Terms and Conditions

1. **LEGAL STATUS**

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Individual Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1. **STANDARDS OF CONDUCT**

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor’s performance under the Individual Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP.

The Individual contractor shall not take any action in respect of its performance of the Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Individual Contract or the award thereof to any representative, official, employee or other agent of UNDP.

The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Individual Contract. In the performance of the Individual Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”.

The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

1. **TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS**

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Individual Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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 Individual contractor has developed for UNDP under the Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

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

At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual Contract. 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 Individual contractor under the Individual Contract shall be the property of UNDP, shall be made available for use or inspection by 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 Individual Contract.

1. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Individual Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed.

The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

1. **TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS**

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

1. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS**

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licences or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

1. **SUBCONTRACTORS**

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor’s removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Individual Contract.

1. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

1. **INDEMNIFICATION**

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Individual Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor , or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

1. **INSURANCE**

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual Contract, as well as for arranging, at the Individual contractor’s sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor’s liability arising under or relating to the Individual Contract.

1. **ENCUMBRANCES AND LIENS**

The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Individual Contract, or by reason of any other claim or demand against the Individual contractor.

1. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under “Termination”, except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor’s suffering any period of suspension in excess of thirty (30) days.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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 Individual Contract.

1. **TERMINATION**

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract.

In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Individual Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

1. **NON-EXCLUSIVITY**

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Individual Contract, from any other source at any time.

1. **TAXATION**

Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

1. **AUDIT AND INVESTIGATION**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual Contract. The right of UNDP to conduct an investigation and the Individual contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Individual Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor’s personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

1. **SETTLEMENT OF DISPUTES**

*Amicable Settlement*: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

*Arbitration*: Any dispute, controversy or claim between the parties arising out of the Individual Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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.

1. **LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Individual Contract, the cause of action accrues when such time of future performance actually begins.

1. **PRIVILEGES AND IMMUNITIES**

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

1. [↑](#footnote-ref-1)