

ADVERTIZEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

End of Project Evaluation for the Support to the National Civil Registration Authority. (IC - International).

Date: May 23, 2018

Procurement Notice No.: SLE/ICPN/2018/021

Country: Sierra Leone

Description of the assignment: International Consultant, End of project evaluation.

Project Name: End of Project Evaluation for the Support to the National Civil Registration

Authority.

Period of assignment: 20 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 no later than 17:00 hours, on Tuesday June 5, 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.

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

Page 1 | 31

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1. BACKGROUND

Background

I. Project Background and Context:

The Government of Sierra Leone in collaboration with the UNDP supported the development and implementation of an Integrated Civil Register as part of wider support to Electoral Cycle in Sierra Leone. The establishment of the National Civil Registration Authority by an act of parliament, mandated the NCRA to undertake compulsory registration of citizens and non-citizens and issue multi-purpose identity cards that can also be used in the West African subregion.

Prior to the intervention, the legal and policy environment and functions for registering important events like births, deaths, divorces, marriages among others, was fragmented across the mandate of several Ministries Departments and Agencies. There was no overarching legal framework that established a consolidated and mandatory registration of all citizens. Likewise, the processes for data collection and management were outdated, incoherent, disjointed and hardly interfaced with each other. Vital statistics were collected, across several government institutions/parastatals, that had little or no common standards or protocols for collecting, processing, storing, retrieving and sharing of data between and amongst themselves or other stakeholders.

Furthermore, the capacity for managing such data also varied across institutions while the most sophisticated forms of data capture and storage often left gaps in usability and access. The use of technology and automation in data capture and storage is recently just growing in other sectors; NEC for example used biometric technology for registering voters for the 2012 and 2017 elections, but not many other MDAs have taken this route. Given this fragmented state of affairs, the overall drive of planning for development is undermined.

A joint GoSL-UNDP and other partners initiative, brought together funds for the development of the integrated civil register over a four-year period called the Support to Integrated Civil Register with the overall outcome that Government is enabled to develop and implement an integrated national civil register for improved citizen services and electoral processes.

The intervention focused on achieving six key outputs notably:

Legal mandates and works of relevant agencies harmonized. The fragmented legal

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

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framework was reviewed and a new law developed and enacted which centralized the task of civil registration within the National Civil Registration Agency (NCRA).

- National Civil Registration established as a semi-autonomous institution with a mandate to direct, coordinate, and monitor nationwide civil registration.
- Mass printed new national ID cards distributed allowing a transition period to change from the old ID cards to the multi-purpose cards. Mass registration of residents was undertaken after the voter registration conducted by the National Electoral Commission. This was to lead to development and distribution of multipurpose voter cards and a Development of plan for transitioning from the old cards to the new ID cards.
- District Civil Registration Office and Local Civil Register Counters established for the decentralized and effective collection of vital statistics nation-wide.
- Develop and implement new national civil registration procedures and civic education programme. These procedures, simple but in adherence to international standards, were developed to enable NCRA conduct sustained/continuous registration processes.
- Birth and death registration systems strengthened and aligned to civil registration authority. The existing Birth and Death data system is incorporated into the National Civil Register and is built on with continuous registration.
- New Civil Registration system reviewed and future development plans drafted. The review to identify challenges faced by the system and inform a Development Plan (2018-2020).

2. DUTIES AND RESPONSIBILITIES

Purpose and Justification

The implementation of the Support to Integrated Civil Register Project has ended having completed some of the activities as per the project document and work plan. UNDP is looking for an international consultant to evaluate the "Support to Integrated Civil Register Project. It is crucial to have progress assessed and provide lessons learned that will inform further programme intervention.

Objectives of the Consultancy:

The UNDP and its Development Partners require an assessment of the impact of the "Support to the

Integrated Civil Register Project" having come to the end of this round of intervention, and to produce recommendations for possible extension of the project. The evaluation is expected to improve the effectiveness of subsequent intervention to the Project. This feedback will be

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

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fundamental in providing guidance towards organising future related processes in a more effective, efficient and sustainable manner.

Specific Objectives:

The objectives of the consultancy are to –

- i) Review performance of the Project in achieving the outputs as per the Project document and their contribution to outcome level goals;
- ii) Identify factors that facilitated or hindered or delayed the achievement of results, both in terms of the external and internal and document lessons learnt at various implementation stages. This should include but not be limited to assessing the strengths and weaknesses in Project design, management, coordination, human resource, and financial resources;
- iii) Assess the appropriateness of the Project strategy including the Project institutional/ management arrangements and the funding modality to reach the intended outputs and outcomes;
- iv) Define the extent to which the Project addressed cross cutting issues including gender;
- v) Make clear and focused recommendations that may be required in future;
- vi) Learning lessons and deepening the understanding of how the Integrated Civil Register project was designed, set up, managed and delivered. The evaluation will generate useful lessons especially on the design, management and quality of results generated by the project for improving the quality of similar and future initiatives;
- vii) Account for all investments (to donors and partners) in terms of the intended and unintended results and how those results impacted the project;
- viii) Assess the underlining theory of change and relevance of the project;
- ix) Assess the level of consultation and participation of stakeholders from conception of the Project.

Scope and Objective

In assessing the Project, the evaluation will take into consideration:

Regarding the validity of the Design and Relevance: the extent to which the Project activities matched the priorities and policies of the target group, recipient and donor. The key questions will include:

• Did the Project respond to the real needs of the beneficiaries? Were the planned project objectives and intended results (i.e. outputs and outcomes) relevant and realistic to the



situation and needs on the ground? Were the problems and needs adequately analysed?

- How well did the Project design consider local efforts and make use of existing capacity to address issues? Did the Project's original design fill an existing gap that other ongoing interventions were not addressing?
- Were the objectives of the Project clear, realistic and likely to be achieved within the established time schedule and with the allocated resources (including human resources)
- Was the Project design logical and coherent in terms of the roles, capacities and commitment of stakeholders to realistically achieve the planned outcomes
- How appropriate and useful were the indicators described in the Project document for monitoring and measuring results? Were the means of verifications for the indicators appropriate?
- To what extent were external factors and assumptions identified at the time of design?
- Was the Project designed in a flexible way to respond to changes / needs that could occur during the implementation?
- Was the level of stakeholder commitment sufficient to foster constituents' involvement in promoting gender balance and human rights based approaches
- Was the strategy for sustainability of impact defined clearly at the design stage of the Project? If so, what was the methodology / approach taken appropriate to the context
- Recommend specific objectives that should be addressed in future if the project is continued?

Regarding Achievements and Implementation and Development Effectiveness: the extent to which the

Project activities have attained its objectives

- What were the development results (i.e. against planned outputs and outcomes) of interventions, taking into account the institutional development of the local and relevant national partners?
- Which aspects of the Project had the greatest achievements? What were the supporting factors? What are the main lessons learned from the partnership strategies and what are the possibilities of replication and scaling-up? How can the Project build or expand on achievements?
- In which areas does the Project have the least achievements? What have been the constraining factors and why? How can they be overcome?
- How effective was the collaboration between the participating organizations and what has



been the added value of this collaboration?

• How have stakeholders been involved in Project implementation? How effective has the Project been in establishing ownership?

Regarding Effectiveness of management arrangements and efficiency of resource use: Efficiency will measure the Project outputs -- qualitative and quantitative -- in relation to the inputs. Key questions will include:

- Have resources (funds, human resources, time, expertise, etc) been allocated strategically to achieve the relevant outputs and outcomes? Have resources been used efficiently
- Were Project funds and activities delivered in a timely manner
- How has the role of UNDP added value to the project? If found relevant, how and in what areas should it be improved
- How effectively did the Project management monitor Project performance and results?
- What has been the quality of documentation and dissemination of knowledge within the Project

Impact and Sustainability of the Project

In assessing the impact and sustainability of the Project, the evaluation will look at the positive and negative changes produced by the Project's development interventions, directly or indirectly, intended or unintended. This will involve the main impacts and effects resulting from the Project's activities on the social, economic, environmental and other development indicators. The focus will be on both intended and unintended results and will also include the positive and negative impact of external factors, such as changes in terms of economic, political and financial conditions on sustainability the Project will measure whether the benefits of the Project's activities are likely to continue after donor funding has been withdrawn

Some of the key questions will include:

- How effectively has the Project built necessary long-lasting capacity at national and local levels to plan, initiate, implement and monitor within the context of the country. Is this institution more enabled to function independently because of capacity building of UNDP or not?
- To what extent were sustainability considerations considered in the execution and conduct of the Project's activities? Was there an exit strategy and, if so, what steps have been taken to



ensure sustainability and to what extent the exit strategy was successfully implemented and why

 Can the Project approach and results be replicated and scaled up by national partners? Assess sustainability of the Project outcome and its long-term impact, and how sustainability can be strengthened

Methodology

Based on UNDP guidelines for evaluations, and in consultations with UNDP Sierra Leone, the evaluation will be inclusive and participatory, involving all principal stakeholders into the analysis. The evaluation will consider the social, political and economic context which affected the overall performance of the outcome achievements. During the evaluation, the consultant is expected to apply the following approaches for data collection and analysis.

- Desk review of relevant documents including progress reports and any records of conducted during the life of the Project;
- Key informative interviews with the NCRA and other relevant institutions and UNDP Senior Management and Project Staff;
- Briefing and debriefing sessions with the former Project Steering Committee;
- Interviews with partners and stakeholders, government officials, Development Partners, strategic partners, and experts on governance reforms, among others.

Deliverables

The consultant is expected to deliver the following outputs:

- Inception report on proposed evaluation methodology, work plan and proposed structure of the report. The inception report should also include an evaluation design matrix including clear methods for addressing each evaluation criteria and objectives;
- Organise multi-stakeholder consultations, bilateral meetings with individual stakeholders, and field trips to generate evidence that will be analysed and used for writing the draft report;
- Disseminate draft evaluation report and organise a validation workshop with all stakeholders, and thereafter incorporate stakeholders' comments in the final evaluation report;
- Organise a wrap up meeting with UNDP, NCRA and other stakeholders to present final evaluation report;



 Submit to UNDP the final and approved evaluation report, including a 2-3-page executive summary, with evidence based conclusions on each of the evaluation objectives, as outlined above and lessons learned and key recommendations for future reference. Annexes including among others the Terms of Reference for the evaluation as well as methodology and list of questions used during the interviews and list of key informants

Team Composition, Implementation Arrangements and Reporting Relationships:

An international consultant is deemed desirable given that civil registration is new and evolving area of expertise. The IC will have the support of the Programme Management Support Unit (PMSU) and Governance Cluster in the country office, as well as the Country Office's Senior Management. In executing his/her task, the consultant will report to a reference group comprising of the Team Leader PMSU, the Governance Cluster Team Leader, 2 members of the NCRA, Gender Specialist, and the Evaluations Focal Point. The same group will also serve as the reference group to enhance the quality of the evaluation. The group will provide overall quality assurance support and work closely in reviewing the terms-of-reference, the inception report, draft and final report. At the outset, the Governance Cluster Team Leader will provide the evaluator(s) an overview of the project, as well as the results of preliminary data collection and analysis, which will include contextual information, project and outcome monitoring data and relevant documents including project documents, progress reports and previous evaluation reports.

UNDP Sierra Leone, NCRA and the Consultant shall be responsible for setting up meetings with all key stakeholders of the project, both government, non-governmental organisations, development partners. UNDP will arrange an Inception Meeting, in which the Consultant will present her/his understanding of the assignment to the Reference Group, prior to the commencement of the evaluation process.

UNDP will share with the consultant key Project materials for review the documents prior to the commencement of the field work. NCRA and UNDP shall brief the consultant on the objectives, purpose and output of the evaluation. An oral briefing by the consultant on the proposed work plan and evaluation methodology will be done and approved prior to the commencement of the evaluation process. NCRA and UNDP will provide guidance in identifying, contacting and arranging for discussions and meetings with stakeholders.

The Consultant will submit three reports at the end of the assignment to: The Project Steering Committee, UNDP Country Director; NCRA Board Chairperson.



3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

• Advanced university degree from a recognized university in demography, statistics, public health, policy analysis or related fields.

Experience:

- At least 10 years work experience in civil registration and vital statistics, human rights and development.
- Experience in working with in the theory and practice of strategic CRVS interventions
- Expertise in gender and human rights based approaches to evaluations
- Strong communication and interpersonal skills Excellent oral and writing skills and proven ability to produce quality and analytical reports within the shortest period
- Immediate availability for the indicated period

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 PROCESS1

Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template2 provided by UNDP;
- b) CV and a Personal History Form (P11 form³);
- c) 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)
- d) 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,
 - 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 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.



Page 10 | 31

¹ 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

 $[\]frac{https://intranet.undp.org/unit/bom/pso/Support%20documents\%20on\%20IC\%20Guidelines/Template\%20for\%20Confirmation\%20of\%20Interest\%20and\%20Submission\%20of\%20Financial\%20Proposal.docx$

³ http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal history form.doc

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

5. FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone all-inclusive 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:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Installment	Desk review and inception	Yes	15%
2 nd Installment	Field Work	Yes	50%
3 rd Installment	 Preliminary Report Validation of Preliminary Report and Feedback from key stakeholders 	Yes	25%
4 th Installment	Final Report	yes	10%

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 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:

- Relevant Knowledge and qualifications: 10 points.
- Language proficiency and ability to produce quality reports: 10 points.
- Relevant work experience particularly in Civil Registration Procedures: 10 points.
- Previous experience conducting Evaluation in Sierra Leone: 10 points.
- Proposed evaluation methodology and design Matrix: 20 points.
- Experience in collecting qualitative and quantitative data 10 points.

Financial Criteria (30%)



Page 11 | 31

⁴ The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consummables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

Criteria	Weight	Max. Point
Fechnical Competence (based on CV, Proposal and interview (if required))	70%	700
Relevant Knowledge and qualifications	10%	10
Language proficiency and ability to produce quality reports	10%	10
Relevant work experience particularly in Civil Registration Procedures	10%	10
Previous experience conducting Evaluation in Sierra Leone	10%	10
Proposed evaluation methodology and design Matrix	20%	20
Experience in collecting qualitative and quantitative data	10%	10
Total Score		700
Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points): 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;	30%	30

Yona Samo Officer-in-charge Operations

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



Terms of Reference

End of Project Evaluation for the Support to the National Civil Registration Authority (NCRA)

II. Project Background and Context:

The Government of Sierra Leone in collaboration with the UNDP supported the development and implementation of an Integrated Civil Register as part of wider support to Electoral Cycle in Sierra Leone. The establishment of the National Civil Registration Authority by an act of parliament, mandated the NCRA to undertake compulsory registration of citizens and non-citizens and issue multi-purpose identity cards that can also be used in the West African subregion.

Prior to the intervention, the legal and policy environment and functions for registering important events like births, deaths, divorces, marriages among others, was fragmented across the mandate of several Ministries Departments and Agencies. There was no overarching legal framework that established a consolidated and mandatory registration of all citizens. Likewise, the processes for data collection and management were outdated, incoherent, disjointed and hardly interfaced with each other. Vital statistics were collected, across several government institutions/parastatals, that had little or no common standards or protocols for collecting, processing, storing, retrieving and sharing of data between and amongst themselves or other stakeholders.

Furthermore, the capacity for managing such data also varied across institutions while the most sophisticated forms of data capture and storage often left gaps in usability and access. The use of technology and automation in data capture and storage is recently just growing in other sectors; NEC for example used biometric technology for registering voters for the 2012 and 2017 elections, but not many other MDAs have taken this route. Given this fragmented state of affairs, the overall drive of planning for development is undermined.

A joint GoSL-UNDP and other partners initiative, brought together funds for the development of the integrated civil register over a four-year period called the Support to Integrated Civil Register with the overall outcome that Government is enabled to develop and implement an integrated national civil register for improved citizen services and electoral processes.

The intervention focused on achieving six key outputs notably:

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

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Page 13 | 31

- Legal mandates and works of relevant agencies harmonized. The fragmented legal framework was reviewed and a new law developed and enacted which centralized the task of civil registration within the National Civil Registration Agency (NCRA).
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 from the old ID cards to the multi-purpose cards. Mass registration of residents was
 undertaken after the voter registration conducted by the National Electoral Commission.
 This was to lead to development and distribution of multipurpose voter cards and a
 Development of plan for transitioning from the old cards to the new ID cards.
- District Civil Registration Office and Local Civil Register Counters established for the decentralized and effective collection of vital statistics nation-wide.
- Develop and implement new national civil registration procedures and civic education programme. These procedures, simple but in adherence to international standards, were developed to enable NCRA conduct sustained/continuous registration processes.
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- New Civil Registration system reviewed and future development plans drafted. The review to identify challenges faced by the system and inform a Development Plan (2018-2020).

Purpose and Justification

The implementation of the Support to Integrated Civil Register Project has ended having completed some of the activities as per the project document and work plan. UNDP is looking for an international consultant to evaluate the "Support to Integrated Civil Register Project. It is crucial to have progress assessed and provide lessons learned that will inform further programme intervention.

Objectives of the Consultancy:

The UNDP and its Development Partners require an assessment of the impact of the "Support to the Integrated Civil Register Project" having come to the end of this round of intervention, and to produce recommendations for possible extension of the project. The evaluation is expected to improve the effectiveness of subsequent intervention to the Project. This feedback will be fundamental in providing guidance towards organising future related processes in a more effective, efficient and sustainable manner.

Specific Objectives:



The objectives of the consultancy are to –

- x) Review performance of the Project in achieving the outputs as per the Project document and their contribution to outcome level goals;
- xi) Identify factors that facilitated or hindered or delayed the achievement of results, both in terms of the external and internal and document lessons learnt at various implementation stages. This should include but not be limited to assessing the strengths and weaknesses in Project design, management, coordination, human resource, and financial resources;
- xii) Assess the appropriateness of the Project strategy including the Project institutional/ management arrangements and the funding modality to reach the intended outputs and outcomes;
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- xvi) Account for all investments (to donors and partners) in terms of the intended and unintended results and how those results impacted the project;
- xvii) Assess the underlining theory of change and relevance of the project;
- xviii) Assess the level of consultation and participation of stakeholders from conception of the Project.

Scope and Objective

In assessing the Project, the evaluation will take into consideration:

Regarding the validity of the Design and Relevance: the extent to which the Project activities matched the priorities and policies of the target group, recipient and donor. The key questions will include:

- Did the Project respond to the real needs of the beneficiaries? Were the planned project objectives and intended results (i.e. outputs and outcomes) relevant and realistic to the situation and needs on the ground? Were the problems and needs adequately analysed?
- How well did the Project design consider local efforts and make use of existing capacity to address issues? Did the Project's original design fill an existing gap that other ongoing interventions were not addressing?
- Were the objectives of the Project clear, realistic and likely to be achieved within the established time schedule and with the allocated resources (including human resources)



- Was the Project design logical and coherent in terms of the roles, capacities and commitment of stakeholders to realistically achieve the planned outcomes
- How appropriate and useful were the indicators described in the Project document for monitoring and measuring results? Were the means of verifications for the indicators appropriate?
- To what extent were external factors and assumptions identified at the time of design?
- Was the Project designed in a flexible way to respond to changes / needs that could occur during the implementation?
- Was the level of stakeholder commitment sufficient to foster constituents' involvement in promoting gender balance and human rights based approaches
- Was the strategy for sustainability of impact defined clearly at the design stage of the Project? If so, what was the methodology / approach taken appropriate to the context
- Recommend specific objectives that should be addressed in future if the project is continued?

Regarding Achievements and Implementation and Development Effectiveness: the extent to which the Project activities have attained its objectives

- What were the development results (i.e. against planned outputs and outcomes) of interventions, taking into account the institutional development of the local and relevant national partners?
- Which aspects of the Project had the greatest achievements? What were the supporting factors? What are the main lessons learned from the partnership strategies and what are the possibilities of replication and scaling-up? How can the Project build or expand on achievements?
- In which areas does the Project have the least achievements? What have been the constraining factors and why? How can they be overcome?
- How effective was the collaboration between the participating organizations and what has been the added value of this collaboration?
- How have stakeholders been involved in Project implementation? How effective has the Project been in establishing ownership?

Regarding Effectiveness of management arrangements and efficiency of resource use: Efficiency will measure the Project outputs -- qualitative and quantitative -- in relation to the inputs. Key questions will include:

- Have resources (funds, human resources, time, expertise, etc) been allocated strategically to achieve the relevant outputs and outcomes? Have resources been used efficiently
- Were Project funds and activities delivered in a timely manner
- How has the role of UNDP added value to the project? If found relevant, how and in what areas should it be improved



- How effectively did the Project management monitor Project performance and results?
- What has been the quality of documentation and dissemination of knowledge within the Project

Impact and Sustainability of the Project

In assessing the impact and sustainability of the Project, the evaluation will look at the positive and negative changes produced by the Project's development interventions, directly or indirectly, intended or unintended. This will involve the main impacts and effects resulting from the Project's activities on the social, economic, environmental and other development indicators. The focus will be on both intended and unintended results and will also include the positive and negative impact of external factors, such as changes in terms of economic, political and financial conditions on sustainability the Project will measure whether the benefits of the Project's activities are likely to continue after donor funding has been withdrawn

Some of the key questions will include:

- How effectively has the Project built necessary long-lasting capacity at national and local levels to plan, initiate, implement and monitor within the context of the country. Is this institution more enabled to function independently because of capacity building of UNDP or not?
- To what extent were sustainability considerations considered in the execution and conduct of the Project's activities? Was there an exit strategy and, if so, what steps have been taken to ensure sustainability and to what extent the exit strategy was successfully implemented and why
- Can the Project approach and results be replicated and scaled up by national partners?
 Assess sustainability of the Project outcome and its long-term impact, and how sustainability can be strengthened

Methodology

Based on UNDP guidelines for evaluations, and in consultations with UNDP Sierra Leone, the evaluation will be inclusive and participatory, involving all principal stakeholders into the analysis. The evaluation will consider the social, political and economic context which affected the overall performance of the outcome achievements. During the evaluation, the consultant is expected to apply the following approaches for data collection and analysis.

- Desk review of relevant documents including progress reports and any records of conducted during the life of the Project;
- Key informative interviews with the NCRA and other relevant institutions and UNDP Senior Management and Project Staff;

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).

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- Briefing and debriefing sessions with the former Project Steering Committee;
- Interviews with partners and stakeholders, government officials, Development Partners, strategic partners, and experts on governance reforms, among others.

Deliverables

The consultant is expected to deliver the following outputs:

- Inception report on proposed evaluation methodology, work plan and proposed structure of the report. The inception report should also include an evaluation design matrix including clear methods for addressing each evaluation criteria and objectives;
- Organise multi-stakeholder consultations, bilateral meetings with individual stakeholders, and field trips to generate evidence that will be analysed and used for writing the draft report;
- Disseminate draft evaluation report and organise a validation workshop with all stakeholders, and thereafter incorporate stakeholders' comments in the final evaluation report;
- Organise a wrap up meeting with UNDP, NCRA and other stakeholders to present final evaluation report;
- Submit to UNDP the final and approved evaluation report, including a 2-3-page
 executive summary, with evidence based conclusions on each of the evaluation
 objectives, as outlined above and lessons learned and key recommendations for future
 reference. Annexes including among others the Terms of Reference for the evaluation as
 well as methodology and list of questions used during the interviews and list of key
 informants

Team Composition, Implementation Arrangements and Reporting Relationships:

An international consultant is deemed desirable given that civil registration is new and evolving area of expertise. The IC will have the support of the Programme Management Support Unit (PMSU) and Governance Cluster in the country office, as well as the Country Office's Senior Management. In executing his/her task, the consultant will report to a reference group comprising of the Team Leader PMSU, the Governance Cluster Team Leader, 2 members of the NCRA, Gender Specialist, and the Evaluations Focal Point. The same group will also serve as the reference group to enhance the quality of the evaluation. The group will provide overall quality assurance support and work closely in reviewing the terms-of-reference, the inception report, draft and final report. At the outset, the Governance Cluster Team Leader will provide the evaluator(s) an overview of the project, as well as the results of preliminary data collection and analysis, which will include contextual information, project and outcome monitoring data and relevant documents including project documents, progress reports and previous evaluation reports.



UNDP Sierra Leone, NCRA and the Consultant shall be responsible for setting up meetings with all key stakeholders of the project, both government, non-governmental organisations, development partners. UNDP will arrange an Inception Meeting, in which the Consultant will present her/his understanding of the assignment to the Reference Group, prior to the commencement of the evaluation process.

UNDP will share with the consultant key Project materials for review the documents prior to the commencement of the field work. NCRA and UNDP shall brief the consultant on the objectives, purpose and output of the evaluation. An oral briefing by the consultant on the proposed work plan and evaluation methodology will be done and approved prior to the commencement of the evaluation process. NCRA and UNDP will provide guidance in identifying, contacting and arranging for discussions and meetings with stakeholders.

The Consultant will submit three reports at the end of the assignment to: The Project Steering Committee, UNDP Country Director; NCRA Board Chairperson.

Skills and Experience of the Consultant

- Advanced university degree from a recognized university in demography, statistics, public health, policy analysis or related fields.
- At least 10 years work experience in civil registration and vital statistics, human rights and development.
- Experience in working with in the theory and practice of strategic CRVS interventions
- Expertise in gender and human rights based approaches to evaluations
- Fluency in English
- Strong communication and interpersonal skills Excellent oral and writing skills and proven ability to produce quality and analytical reports within the shortest period
- Immediate availability for the indicated period

Timeframe

The detailed schedule of the evaluation and length of the assignment will be discussed with the Consultant prior to the assignment. The estimated duration of the Consultants' assignment is up to 20 working days.

Deliverables	Timeframe	% Payment	
Desk review and inception	3 days	15%	
Field Work	10 days	50%	



Preliminary Report	2 days	
Validation of Preliminary Report and Feedback from key	2 days	25%
stakeholders		
Final Report	3 days	10%

Deliverables

- Inception report including evaluation design matrix and detailed methodology for undertaking the assignment.
- Organise multi-stakeholder consultations, bilateral meetings with individual stakeholders, and field trips to generate evidence that will be analysed and used for writing the draft report;
- Draft Evaluation Report
- Disseminate draft evaluation report and organise a validation workshop with all stakeholders, and thereafter incorporate stakeholders' comments in the final evaluation report;
- Organise a wrap up meeting with UNDP, NCRA and Development Partners (DPs) to present final evaluation report
- Submit to UNDP final and approved evaluation report, including a 2-3page executive summary, and with evidence based conclusions on each of the evaluation objectives, as outlined above and lessons learned and key recommendations for future reference.
 Annexes including among others the Terms of Reference for the evaluation as well as methodology and list of questions used during the interviews and list of key informants.

Scoring and Weighting of Applications

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Documents for study by the Evaluators

UNDP Handbook on Planning Monitoring and Evaluation for Development Results

- UNDP Guidelines for Outcome Evaluators
- UNDP CPD 2015-2018
- Agenda for Prosperity
- Integrated Civil Register Project Document
- Report on Use Case: Institutional Capacity Development, NCRA (Sierra Leone)
- National Civil Register Assessment
- Progress and Field Visit Reports
- Project Board and Programme Meeting Minutes





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 visà-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.

SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).



Page 22 | 31

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 SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).



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 SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC International).

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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 SLE/ICPN/2018/021: End of Project Evaluation for the Support to the National Civil Registration Authority. (IC – International).



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.

