



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE
**INDIVIDUAL CONSULTANT FOR EVALUATION OF Centre of
Excellence (COE) PROJECT -ARUBA**

Country: ARUBA

Description of the assignment: An independent evaluation of the project will be conducted at the conclusion of the project to assess progress with respect to execution, alignment with objectives and achievement of agreed deliverables and targets; the evaluation also serves to assess impact of project over project lifetime. This will specifically support the output (#4) Monitoring & Evaluation as agreed in the project document by the implementing partners. (see TOR)

Project name: “Towards creating a Centre of Excellence for Sustainable Development of Small Island Development States (SIDS) in Aruba.”

Period of assignment/services: 1 month

Proposal should be submitted at the below mentioned email address no later than: **Tuesday 6th November 2018 at 4pm EST** with the subject e-mail “**INDIVIDUAL CONSULTANT FOR EVALUATION OF COE PROJECT ARUBA**”

Name of Office: UNDP – Trinidad and Tobago

UN House, 3A Chancery Lane, Port of Spain, Trinidad and Tobago

Email: procurement.tt@undp.org

Attention: Procurement Unit

Subject: INDIVIDUAL CONSULTANT FOR EVALUATION OF COE PROJECT-ARUBA

1. BACKGROUND

The project “Towards creating a Centre of Excellence for Sustainable Development of Small Island Development States (SIDS) in Aruba” seeks to strengthen the capacity of SIDS to utilize sustainable development solutions through the establishment of a Centre of Excellence (COE) for Sustainable Development in Aruba in 2016. In 2019, the COE will transition into a new faculty for sustainable island solutions at the University of Aruba. The project is a collaboration between the Government of Aruba,

The Kingdom of the Netherlands and the UNDP. The elements of the project will allow active engagement with other UN member SIDS to transfer lessons learnt and best practices. It is a South South/SIDS-SIDS cooperation initiative and a vehicle for promoting economic development in SIDS, especially important at a time when traditional sources of funding are decreasing. Promoting South-South cooperation is an expressed priority for UNDP and this project will leverage UNDP's experience in South-South cooperation and knowledge management across the region.

Core Objectives of the COE project

"To leverage Aruba's technical expertise and experience in sustainable development to provide a platform for strengthening innovation and resilience among SIDS through South-South cooperation and exchange of knowledge on sustainable practices in energy, public-private partnerships (PPP), water management, environment, tourism and health."

COE Project Components

- Training in establishing country-specific sustainable development roadmaps;
- A virtual platform for technical support and knowledge exchange beyond the duration of this project;
- In-country technical assistance; and
- Knowledge products and learning tools to support knowledge transfer and exchange.

Key Output/Impact:

"To foster innovation and the transfer of knowledge on sustainable development strategies between SIDS thereby building their respective capacities to develop and implement these strategies in their national interests

For detailed information, please refer to Annex 1

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

- Evaluate the project against the initial and emergent objectives, activities and outputs;
- Capture lessons learned for management of future projects in similar contexts;
- Provide accountability re-funding and project agreement to project donors.

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:

- Minimum of a Master's degree in a relevant Social Science.

Experience:

- Minimum 5 years' experience in managing programmes and implementation and evaluation of projects, preferably in the Caribbean;
- Experience in results-based management / logical framework approach and other strategic planning approaches, evaluation methods and approaches (qualitative and quantitative);
- Affinity with the context of small island developing states and sustainable development goals is preferred;

- Experience with UN Evaluation Guidelines and Methodologies (UNDP evaluation policies, UNEG norms and standards);
- Extensive knowledge of, and experience in applying, qualitative and quantitative evaluation methods to projects and/or programmes;
- Experience and work as member of evaluation teams;
- Knowledge of UNDP in the Latin America and the Caribbean

Competencies:

- Good presentation, interpersonal and communication skills;
- Ability to meet deadlines and prioritize multiple tasks;
- Excellent report writing and editing skills;
- Ability to deliver against tight deadlines;
- Availability to work on location in Aruba.

Language:

- Excellent working knowledge (written and oral) of English is required;

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

- (1) Offeror's letter to UNDP (See ANNEX II);
- (2) Resume/CV. Resume /CV shall include Contact Information, Education/Qualification, Professional Certification, Employment Records /Experience
- (3) FINANCIAL PROPOSAL:

Please complete the Price Submission Form (ANNEX III) attached, to express your price offer for the services required. Your price proposal would include costs such as your remuneration plus the per diem expense for each day in Aruba and round trip at economy class from your place of residence to Aruba. All prices shall be quoted in US dollars (USD)¹. Please note that a valid passport and/ or Visa may be required. UNDP will not process Visas for the consultant.

¹ UN Rates - 1USD=TTD6.7923

A. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables as identified in paragraph 8 of the attached terms of reference. Payments are based upon output, i.e. upon certification that the services agreed to in the contract were satisfactorily delivered. In order to assist UNDP in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

Travel

All envisaged travel costs must be included in the financial proposal. This includes all travel to joint duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

6. EVALUATION

Method: Highest total score of weighted interview and financial criteria: The price proposals of all shortlisted consultants², who have attained a minimum 70% score at the Interview stage, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted, Interview and Financial criteria as follows: 70% Interview criteria, 30% Financial criteria.

Table 1

Shortlisting Criteria		Maximum points*
1	Relevance of Education/ Degree	25
2	Years of Relevant Experience	30
3	Adequacy of Competencies for the Assignment	50
4	Knowledge of the region	25
5	Special Skills	20
Total		150

² See **Table 1** for Shortlisting Criteria for progression to the Interview Stage.

Once candidates have been shortlisted, i.e. they have attained a score of at least 70%, based on the requirements in the Terms of Reference, only then, would they be interviewed for the position.

At the interview stage, candidates must attain a score of 70% for their financial proposals to be evaluated.

The final evaluation process is based on a 70:30 weighting, with 30 points being allocated to the financial component.

The following formula (cumulative analysis) is used to determine the financial scoring: $p = y (\mu/z)$, Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

ANNEXES

ANNEX I- TERMS OF REFERENCES (TOR)

**ANNEX II- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE
INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

ANNEX III – FINANCIAL PROPOSAL (PRICE SUBMISSION FORM)

ANNEX IV – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX V- INDIVIDUAL CONSULTANT CONTRACT TEMPLATE

TIMELINES

ACTIVITY	DUE ON
DEADLINE FOR RECEIPT OF OFFERS	Tuesday 6 th November 2018 at 4pm EST
EXPECTED START DATE FOR SUCESSFUL CANDIDATE	12 th November 2018

ANNEX I

Terms of Reference

United Nations Caribbean

United Nations Development Programme (UNDP) Trinidad and Tobago

Job Title :	Individual Consultant for Evaluation of COE Project
Category :	Evaluation
Brand :	Centre of Excellence for Sustainable Development of SIDS
Duty Station :	Oranjestad, Aruba
Languages Required :	English
Starting Date :	12 November, 2018
Duration of Contract :	14 December, 2018

1. BACKGROUND AND CONTEXT

The project “Towards creating a Centre of Excellence for Sustainable Development of Small Island Development States (SIDS) in Aruba” seeks to strengthen the capacity of SIDS to utilize sustainable development solutions through the establishment of a Centre of Excellence (COE) for Sustainable Development in Aruba in 2016. In 2019, the COE will transition into a new faculty for sustainable island solutions at the University of Aruba. The project is a collaboration between the Government of Aruba, The Kingdom of the Netherlands and the UNDP. The elements of the project will allow active engagement with other UN member SIDS to transfer lessons learnt and best practices. It is a South South/SIDS-SIDS cooperation initiative and a vehicle for promoting economic development in SIDS, especially important at a time when traditional sources of funding are decreasing. Promoting South-South cooperation is an expressed priority for UNDP and this project will leverage UNDP’s experience in South-South cooperation and knowledge management across the region.

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2. EVALUATION SCOPE AND OBJECTIVES

An independent evaluation of the project will be conducted at the conclusion of the project to assess progress with respect to execution, alignment with objectives and achievement of agreed deliverables and targets; the evaluation also serves to assess impact of project over project lifetime. This will specifically support the output (#4) Monitoring & Evaluation as agreed in the project document by the implementing partners.

In an effort to;

- Evaluate the project against the initial and emergent objectives, activities and outputs;
- Capture lessons learned for management of future projects in similar contexts;
- Provide accountability re funding and project agreement to project donors.

The UNDP Trinidad & Tobago office is seeking to contract a vendor to carry out an evaluation of the COE project based on UNDP's framework for M&E. This will include an analysis of the activities and outputs, including where deviations occurred from initial project plan, as well as interviews with key stakeholders.

The evaluation shall be carried out according to the criteria as outlined in the UNEG Quality Checklist for Evaluation Reports (which can be found here:

<http://www.uneval.org/document/detail/607>).

The evaluation will apply the following criteria:

Relevance concerns the extent to which a development initiative and its intended outputs or outcomes are consistent with national and local policies and priorities and the needs of intended beneficiaries in SIDS. Relevance also considers the extent to which the initiative is responsive to UNDP corporate plan and human development priorities of empowerment and gender equality issues.

Effectiveness is a measure of the extent to which the initiative's intended results (outputs or outcomes) have been achieved or the extent to which progress toward outputs or outcomes has been achieved in SIDS.

Efficiency measures how economically resources or inputs (such as funds, expertise and time) are converted to results for SIDS. An initiative is efficient when it uses resources appropriately and economically to produce the desired outputs.

Sustainability measures the extent to which benefits of initiatives continue after external development assistance has come to an end. Assessing sustainability involves evaluating the extent to which relevant social, economic, political, institutional and other conditions are present and, based on that assessment, making projections about the national capacity to maintain, manage and ensure the development results in the future.

Each criteria will be ranked as follows:

Criteria	Ranking
Relevance	<ul style="list-style-type: none">• Relevant (R)• Not relevant (NR)

Criteria	Ranking
Effectiveness	<ul style="list-style-type: none"> • Highly Satisfactory (HS): The project had no shortcomings in the achievement of its objectives in terms of relevance, effectiveness, or efficiency • Satisfactory (S): There were only minor shortcomings • Moderately Satisfactory (MS): there were moderate shortcomings • Moderately Unsatisfactory (MU): the project had significant shortcomings • Unsatisfactory (U): there were major shortcomings in the achievement of project objectives in terms of relevance, effectiveness, or efficiency • Highly Unsatisfactory (HU): The project had severe shortcomings
Efficiency	<ul style="list-style-type: none"> • Highly Satisfactory (HS): The project had no shortcomings in the achievement of its objectives in terms of relevance, effectiveness, or efficiency • Satisfactory (S): There were only minor shortcomings • Moderately Satisfactory (MS): there were moderate shortcomings • Moderately Unsatisfactory (MU): the project had significant shortcomings • Unsatisfactory (U): there were major shortcomings in the achievement of project objectives in terms of relevance, effectiveness, or efficiency • Highly Unsatisfactory (HU): The project had severe shortcomings
Sustainability	<ul style="list-style-type: none"> • Likely (L): negligible risks to sustainability • Moderately Likely (ML): moderate risks • Moderately Unlikely (MU): significant risks • Unlikely (U): severe risks

Impact, as an evaluation criteria, will not be utilized in this evaluation. Impact results – describing changes in people’s lives and development conditions– are considered beyond the scope of this evaluation. Results at the impact level would need to control for the vast array of factors that may have influenced development in this area and would not be feasible nor cost efficient to discern the project’s and UNDP’s contribution to such change.

3. EVALUATION QUESTIONS

Evaluation questions define the information that the evaluation will generate. This section proposes the questions that, when answered, will give intended users of the evaluation the information they seek in order to make decisions, take action or add to knowledge. Evaluation questions include:

- Were the project’s stated outputs achieved?
- What progress toward the project outputs has been made?
- What factors have contributed to achieving or not achieving intended project outputs?
- To what extent have the project outputs and assistance contributed to the CPD outputs and UNDP CPD outcomes?
- Has the UNDP partnership strategy been appropriate and effective?
- What factors contributed to effectiveness or ineffectiveness?

Evaluation questions must be agreed upon among users and other stakeholders and accepted or refined in consultation with the evaluation team.

Suggested questions for each criteria:

Criteria	Questions
Relevance	<ul style="list-style-type: none"> • To what extent is the project in line with UNDP's mandate, the country priorities, and the requirements of the identified target groups including women and men? • To what extent did the project promote UNDP principles of gender equality, human rights and human development? • To what extent is UNDP's engagement a reflection of strategic considerations, including UNDP's role in a particular development context and its comparative advantage? • To what extent was UNDP's selected method of delivery appropriate to the development context? • To what extent was the theory of change presented in the outcome model a relevant and appropriate vision on which to base the initiatives?
Effectiveness	<ul style="list-style-type: none"> • To what extent have the project's expected results been achieved or has progress been made towards their achievement? • How have corresponding project outputs delivered by UNDP affected the CPD outputs and CPD outcomes, and in what ways have they not been effective? • What has been the contribution of partners and other organizations to the results generated by the project, and how effective have UNDP partnerships been in contributing to achieving the results? • What were the positive or negative, intended or unintended, changes brought about by UNDP's work? • To what extent did the results achieved benefit women and men equally?
Efficiency	<ul style="list-style-type: none"> • To what extent have the project outputs resulted from economic use of resources? • To what extent were quality outputs delivered on time? • To what extent were partnership modalities conducive to the delivery of the project outputs? • To what extent did monitoring systems provide management with a stream of data that allowed it to learn and adjust implementation accordingly? • To what extent did UNDP promote gender equality, human rights and human development in the delivery of outputs?
Sustainability	<ul style="list-style-type: none"> • What indications are there that the results achieved will be sustained, e.g., through requisite capacities (systems, structures, staff, etc.)? • To what extent has a sustainability strategy, including capacity development of key national stakeholders, been developed or implemented? • To what extent are policy and regulatory frameworks in place that will support the continuation of benefits? • To what extent have partners committed to providing continuing support? • To what extent will concerns for gender equality, human rights and human development be taken forward by primary stakeholders?

4. METHODOLOGY

The evaluation will be carried out by an external evaluator and will engage a wide array of stakeholders and beneficiaries.

The evaluator(s) will develop a logic model of how UNDP interventions are expected to lead to the expected changes.

Evidence obtained and used to assess the results of UNDP support should be triangulated from a variety of sources, including verifiable data on indicator achievement, existing reports, evaluations and technical papers, stakeholder interviews, focus groups, surveys and site visits where relevant.

The evaluation should also adopt other approaches and methods likely to yield most reliable and valid feedback to the evaluation questions and scope. In consultation with the program units, evaluation managers and key stakeholders, the evaluator(s) should develop the most appropriate, objective and feasible methods to address objectives and purpose of the evaluation. It is expected that the evaluation will take into consideration both the qualitative and quantitative approaches, and can therefore encompass a number of methods including:

- Desk review of relevant documents such as the studies relating to the SIDS context and situation, project documents, progress reports, and other evaluation reports.
- Discussions with project board members and project staff.
- Interviews and focus group discussions with partners and stakeholders.
- Questionnaires and participatory techniques for gathering and analysis of data.
- Consultation and debriefing meetings.

However, the final decision about the specific design and methods for the evaluation should emerge from consultations among the programme unit and the evaluator about what is appropriate and feasible to meet the evaluation purpose and objectives and answer the evaluation questions, given limitations of budget, time and existing data

5. EVALUATION PRODUCTS (DELIVERABLES) AND TIMEFRAME

The evaluator will be accountable for producing the following products:

- **Evaluation inception report**—An inception report should be prepared by the evaluator before going into the full-fledged data collection exercise. It should detail the evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods, proposed sources of data and data collection procedures. The inception report should include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product. The inception report provides the programme unit and the evaluator with an opportunity to verify that they share the same understanding about the evaluation and clarify any misunderstanding at the outset.

- **Draft evaluation report**—The programme unit and key stakeholders in the evaluation will review the draft evaluation report to ensure that the evaluation meets the required quality criteria.
- **Final evaluation report.**

Deliverables by phase	Comments re activities	Payment Schedule upon approval	Timeline for delivery
1. <u>Evaluation Inception Report</u>	Preparation and submission of evaluation inception report, aligned to evaluation methodology and framework.	10%	14 November 2018
2. <u>Draft Evaluation Report Submission, review and acceptance of draft evaluation report</u>	<p>This includes the following:</p> <ul style="list-style-type: none"> • Desk review of the initial project document, board minutes and all knowledge outputs, including surveys; • Interviews with Project Team (2) and Project Board members (5); • Interviews with beneficiaries of various outputs (5). <p>Note: Interviews should be conducted using a fixed template and methodology for consistency.</p> <p>Review of submission will be conducted by project team and project board members.</p>	40%	26 th November 2018
3. <u>Final Evaluation Report Submission, review and acceptance of final evaluation report</u>	Review of submission will be conducted by project team and project board members	50%	7 th December

6. EVALUATION TEAM COMPOSITION AND REQUIRED COMPETENCIES

The evaluator must be independent from any organizations that have been involved in designing, executing or advising any aspect of the project that is the subject of the evaluation.

- Minimum of a Master's degree in a relevant Social Science;
- Minimum 5 years' experience in managing programmes and implementation and evaluation of projects, preferably in the Caribbean;
- Experience in results-based management / logical framework approach and other strategic planning approaches, evaluation methods and approaches (qualitative and quantitative);
- Affinity with the context of small island developing states and sustainable development goals is preferred;
- Experience with UN Evaluation Guidelines and Methodologies (UNDP evaluation policies, UNEG norms and standards);

- Extensive knowledge of, and experience in applying, qualitative and quantitative evaluation methods to projects and/or programmes;
- Experience and work as member of evaluation teams;
- Knowledge of UNDP in the Latin America and the Caribbean;
- Good presentation, interpersonal and communication skills;
- Ability to meet deadlines and prioritize multiple tasks;
- Excellent report writing and editing skills;
- Excellent working knowledge (written and oral) of English is required;
- Ability to deliver against tight deadlines;
- Availability to work on location in Aruba.

7. EVALUATION ETHICS

The evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'³. The evaluator should address in the design and implementation of the evaluation the procedures that will be used to safeguard the rights and confidentiality of information providers. Evaluator should indicate the measures that will be taken to ensure proper storage and secure maintenance of collected information as well as the protocols to ensure anonymity and confidentiality.

8. IMPLEMENTATION ARRANGEMENTS- For This Consultancy

The principal responsibility for managing this evaluation resides with UNDP Trinidad and Tobago. UNDP T&T CO will contract the evaluator. The Project Team will be responsible for liaising with the evaluator to set up stakeholder interviews, arrange field visits, coordinate with the Governments, etc.

This is expected to be a single person evaluation guided by the Project Team, UNDP programme officer and project steering committee. The evaluator will report to the UNDP programme officer. The project team will manage the day to day requirements for evaluation and oversight. The Project Board will review findings and provide feedback.

The UNDP T&T Office Procurement Department is the main point of contact for contracting purposes.

9. ANNEXES

- A. Inception report format
- B. Evaluation report format
- C. Code of conduct

³ UNEG, 'Ethical Guidelines for Evaluation', June 2008. Available at <http://www.unevaluation.org/document/download/548> .

Annex A. Inception Report Format

The inception report should include:

Evaluation purpose and scope—A clear statement of the objectives of the evaluation and the main aspects or elements of the initiative to be examined.

Evaluation criteria and questions—The criteria and questions that the evaluation will use to assess performance and rationale.

Evaluation methodology—A description of data collection methods and data sources to be employed, including the rationale for their selection (how they will inform the evaluation) and their limitations; data collection tools, instruments and protocols and discussion of reliability and validity for the evaluation; and the sampling plan.

A revised **schedule of key milestones**, deliverables and responsibilities.

Annex B. Evaluation Report Format

This evaluation report format is intended to serve as a guide for preparing meaningful, useful and credible evaluation reports that meet quality standards. It does not prescribe a definitive section-by-section format that all evaluation reports should follow. Rather, it suggests the content that should be included in a quality evaluation report. The descriptions that follow are derived from the UNEG 'Standards for Evaluation in the UN System' and 'Ethical Standards for Evaluations'.⁴

The evaluation report should be complete and logically organized. It should be written clearly and understandable to the intended audience. In a country context, the report should be translated into local languages whenever possible (see Chapter 8 of the Handbook for more information). The report should also include the following:

Title and opening pages—Should provide the following basic information:

- Name of the evaluation intervention
- Time frame of the evaluation and date of the report
- Countries of the evaluation intervention
- Names and organizations of evaluators
- Name of the organization commissioning the evaluation
- Acknowledgements

Table of contents—Should always include boxes, figures, tables and annexes with page references.

List of acronyms and abbreviations

Executive summary—A stand-alone section of two to three pages that should:

- Briefly describe the intervention (the project(s), programme(s), policies or other interventions) that was evaluated.
- Explain the purpose and objectives of the evaluation, including the audience for the evaluation and the intended uses.
- Describe key aspect of the evaluation approach and methods.
- Summarize principle findings, conclusions, and recommendations.

Introduction—Should:

- Explain why the evaluation was conducted (the purpose), why the intervention is being evaluated at this point in time, and why it addressed the questions it did.
- Identify the primary audience or users of the evaluation, what they wanted to learn from the evaluation and why, and how they are expected to use the evaluation results.
- Identify the intervention (the project(s) programme(s), policies or other interventions) that was evaluated—see upcoming section on intervention.

⁴ UNEG, 'Standards for Evaluation in the UN System', 2005, available at: <http://www.unevaluation.org/unevaluationstandards>; and UNEG, 'Ethical Guidelines for Evaluation', June 2008, available at <http://www.uneval.org/search/index.jsp?q=ethical+guidelines>

- Acquaint the reader with the structure and contents of the report and how the information contained in the report will meet the purposes of the evaluation and satisfy the information needs of the report's intended users.

Description of the intervention—Provides the basis for report users to understand the logic and assess the merits of the evaluation methodology and understand the applicability of the evaluation results. The description needs to provide sufficient detail for the report user to derive meaning from the evaluation. The description should:

- Describe what is being evaluated, who seeks to benefit, and the problem or issue it seeks to address.
- Explain the expected results map or results framework, implementation strategies, and the key assumptions underlying the strategy.
- Link the intervention to national priorities, UNDAF priorities, corporate multiyear funding frameworks or strategic plan goals, or other programme or country specific plans and goals.
- Identify the phase in the implementation of the intervention and any significant changes (e.g., plans, strategies, logical frameworks) that have occurred over time, and explain the implications of those changes for the evaluation.
- Identify and describe the key partners involved in the implementation and their roles.
- Describe the scale of the intervention, such as the number of components (e.g., phases of a project) and the size of the target population for each component.
- Indicate the total resources, including human resources and budgets.
- Describe the context of the social, political, economic and institutional factors, and the geographical landscape within which the intervention operates and explain the effects (challenges and opportunities) those factors present for its implementation and outcomes.
- Point out design weaknesses (e.g., intervention logic) or other implementation constraints (e.g., resource limitations).

Evaluation scope and objectives—The report should provide a clear explanation of the evaluation's scope, primary objectives and main questions.

- **Evaluation scope**—The report should define the parameters of the evaluation, for example, the time period, the segments of the target population included, the geographic area included, and which components, outputs or outcomes were and were not assessed.
- **Evaluation objectives**—The report should spell out the types of decisions evaluation users will make, the issues they will need to consider in making those decisions, and what the evaluation will need to achieve to contribute to those decisions.
- **Evaluation criteria**—The report should define the evaluation criteria or performance standards used.⁵ The report should explain the rationale for selecting the particular criteria used in the evaluation.
- **Evaluation questions**—Evaluation questions define the information that the evaluation will generate. The report should detail the main evaluation questions addressed by the evaluation and explain how the answers to these questions address the information needs of users.

⁵ The evaluation criteria most commonly applied to UNDP evaluations are relevance, efficiency, effectiveness and sustainability.

Evaluation approach and methods⁶—The evaluation report should describe in detail the selected methodological approaches, methods and analysis; the rationale for their selection; and how, within the constraints of time and money, the approaches and methods employed yielded data that helped answer the evaluation questions and achieved the evaluation purposes. The description should help the report users judge the merits of the methods used in the evaluation and the credibility of the findings, conclusions and recommendations. The description on methodology should include discussion of each of the following:

- Data sources—The sources of information (documents reviewed and stakeholders), the rationale for their selection and how the information obtained addressed the evaluation questions.
- Sample and sampling frame—If a sample was used: the sample size and characteristics; the sample selection criteria (e.g., single women, under 45); the process for selecting the sample (e.g., random, purposive); if applicable, how comparison and treatment groups were assigned; and the extent to which the sample is representative of the entire target population, including discussion of the limitations of the sample for generalizing results.
- Data collection procedures and instruments—Methods or procedures used to collect data, including discussion of data collection instruments (e.g., interview protocols), their appropriateness for the data source and evidence of their reliability and validity.
- Performance standards⁷—The standard or measure that will be used to evaluate performance relative to the evaluation questions (e.g., national or regional indicators, rating scales).
- Stakeholder engagement—Stakeholders' engagement in the evaluation and how the level of involvement contributed to the credibility of the evaluation and the results.
- Ethical considerations—The measures taken to protect the rights and confidentiality of informants (see UNEG 'Ethical Guidelines for Evaluators' for more information).⁸
- Background information on evaluators—The composition of the evaluation team, the background and skills of team members and the appropriateness of the technical skill mix, gender balance and geographical representation for the evaluation.
- Major limitations of the methodology—Major limitations of the methodology should be identified and openly discussed as to their implications for evaluation, as well as steps taken to mitigate those limitations.

Data analysis—The report should describe the procedures used to analyse the data collected to answer the evaluation questions. It should detail the various steps and stages of analysis that were carried out, including the steps to confirm the accuracy of data and the results. The report also should discuss the appropriateness of the analysis to the evaluation questions. Potential weaknesses in the data analysis and gaps or limitations of the data should be discussed, including their possible influence on the way findings may be interpreted and conclusions drawn.

⁶ All aspects of the described methodology need to receive full treatment in the report. Some of the more detailed technical information may be contained in annexes to the report. See Chapter 8 of the Handbook for more guidance on methodology.

⁷ A summary matrix displaying for each of evaluation questions, the data sources, the data collection tools or methods for each data source and the standard or measure by which each question was evaluated is a good illustrative tool to simplify the logic of the methodology for the report reader.

⁸ UNEG, 'Ethical Guidelines for Evaluation', June 2008. Available at <http://www.uneval.org/search/index.jsp?q=ethical+guidelines>.

Findings and conclusions—The report should present the evaluation findings based on the analysis and conclusions drawn from the findings.

- **Findings**—Should be presented as statements of fact that are based on analysis of the data. They should be structured around the evaluation criteria and questions so that report users can readily make the connection between what was asked and what was found. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results. Assumptions or risks in the project or programme design that subsequently affected implementation should be discussed.
- **Conclusions**—Should be comprehensive and balanced, and highlight the strengths, weaknesses and outcomes of the intervention. They should be well substantiated by the evidence and logically connected to evaluation findings. They should respond to key evaluation questions and provide insights into the identification of and/or solutions to important problems or issues pertinent to the decision making of intended users.

Recommendations—The report should provide practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key questions addressed by the evaluation. They should address sustainability of the initiative and comment on the adequacy of the project exit strategy, if applicable.

Lessons learned—As appropriate, the report should include discussion of lessons learned from the evaluation, that is, new knowledge gained from the particular circumstance (intervention, context outcomes, even about evaluation methods) that are applicable to a similar context. Lessons should be concise and based on specific evidence presented in the report.

Report annexes—Suggested annexes should include the following to provide the report user with supplemental background and methodological details that enhance the credibility of the report:

- ToR for the evaluation
- Additional methodology-related documentation, such as the evaluation matrix and data collection instruments (questionnaires, interview guides, observation protocols, etc.) as appropriate
- List of individuals or groups interviewed or consulted and sites visited
- List of supporting documents reviewed
- Project or programme results map or results framework
- Summary tables of findings, such as tables displaying progress towards outputs, targets, and goals relative to established indicators
- Code of conduct signed by evaluators

Annex C. Code of Conduct for Evaluation in the United Nations System

1. The conduct of evaluators in the UN system should be beyond reproach at all times. Any deficiency in their professional conduct may undermine the integrity of the evaluation, and more broadly evaluation in the UN or the UN itself, and raise doubts about the quality and validity of their evaluation work.
2. The UNEG1 Code of Conduct applies to all evaluation staff and consultants in the UN system. The principles behind the Code of Conduct are fully consistent with the Standards of Conduct for the International Civil Service by which all UN staff are bound. UN staff are also subject to any UNEG member specific staff rules and procedures for the procurement of services.
3. The provisions of the UNEG Code of Conduct apply to all stages of the evaluation process from the conception to the completion of an evaluation and the release and use of the evaluation results.
4. To promote trust and confidence in evaluation in the UN, all UN staff engaged in evaluation and evaluation consultants working for the United Nations system are required to commit themselves in writing to the Code of Conduct for Evaluation, specifically to the following obligations:

Independence

5. Evaluators shall ensure that independence of judgement is maintained and that evaluation findings and recommendations are independently presented.

Impartiality

6. Evaluators shall operate in an impartial and unbiased manner and give a balanced presentation of strengths and weaknesses of the policy, program, project or organizational unit being evaluated.

Conflict of Interest

7. Evaluators are required to disclose in writing any past experience, of themselves or their immediate family, which may give rise to a potential conflict of interest, and to deal honestly in resolving any conflict of interest which may arise. Before undertaking evaluation work within the UN system, each evaluator will complete a declaration of interest form.

Honesty and Integrity

8. Evaluators shall show honesty and integrity in their own behavior, negotiating honestly the evaluation costs, tasks, limitations, scope of results likely to be obtained, while accurately presenting their procedures, data and findings and highlighting any limitations or uncertainties of interpretation within the evaluation.

Competence

9. Evaluators shall accurately represent their level of skills and knowledge and work only within the limits of their professional training and abilities in evaluation, declining assignments for which they do not have the skills and experience to complete successfully.

Accountability

10. Evaluators are accountable for the completion of the agreed evaluation deliverables within the timeframe and budget agreed, while operating in a cost-effective manner.

Obligations to participants

11. Evaluators shall respect and protect the rights and welfare of human subjects and communities, in accordance with the UN Universal Declaration of Human Rights and other human rights conventions. Evaluators shall respect differences in culture, local customs, religious beliefs and practices, personal interaction, gender roles, disability, age and ethnicity, while using evaluation instruments appropriate to the cultural setting. Evaluators shall ensure prospective participants are treated as autonomous agents, free to choose whether to participate in the evaluation, while ensuring that the relatively powerless are represented. Evaluators shall make themselves aware of and comply with legal codes (whether international or national) governing, for example, interviewing children and young people.

Confidentiality

12. Evaluators shall respect people's right to provide information in confidence and make participants aware of the scope and limits of confidentiality, while ensuring that sensitive information cannot be traced to its source.

Avoidance of Harm

13. Evaluators shall act to minimise risks and harms to, and burdens on, those participating in the evaluation, without compromising the integrity of the evaluation findings.

Accuracy, Completeness and Reliability

14. Evaluators have an obligation to ensure that evaluation reports and presentations are accurate, complete and reliable. Evaluators shall explicitly justify judgements, findings and conclusions and show their underlying rationale, so that stakeholders are in a position to assess them.

Transparency

15. Evaluators shall clearly communicate to stakeholders the purpose of the evaluation, the criteria applied and the intended use of findings. Evaluators shall ensure that stakeholders have a say in shaping the evaluation and shall ensure that all documentation is readily available to and understood by stakeholders.

Omissions and wrongdoing

16. Where evaluators find evidence of wrong-doing or unethical conduct, they are obliged to report it to the proper oversight authority.

To be signed by all consultants as individuals (not by or on behalf of a consultancy company) before a contract can be issued.

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

Name of Consultant: _____

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

Place and date:

Signature: _____

ANNEX II

OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date _____

Mr. Magdy Martinez-Soliman
UNDP Resident Representative a.i
United Nations Development Programme
UN House
3A Chancery Lane
Port of Spain

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **Individual Consultant for Evaluation of COE Project** under the **Towards creating a Centre of Excellence for Sustainable Development of Small Island Development States (SIDS) in Aruba**.
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]*:
 - ☐ An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
 - ☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- F) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- G) This offer shall remain valid for a total period of _____ days *[minimum of 90 days]* after the submission deadline;

H) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

I) If I am selected for this assignment, I shall *[please check the appropriate box]:*

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
-

J) I hereby confirm that *[check all that applies]:*

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

K) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

L) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

M) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

- O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

- P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

- Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

- R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

- S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____

SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies:]*

- ☐ CV shall include Contact Information, Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

ANNEX III



Price Submission Form Form 1.

Resident Representative
United Nations Development Programme, Trinidad and Tobago

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum of (indicate amount in number and letters) including applicable taxes, plus the per diem expenses as may be ascertained in accordance with the Price Schedule described below and made part of this Offer.

A. Breakdown of Cost by Components:

Cost Components	Unit Cost US\$	Quantity	Total Rate for the Contract Duration US\$
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B. Breakdown of Cost by Deliverables*

No.	Deliverables	Percentage of Total Price Weight for payment	Amount US\$
1.	<u>Evaluation Inception Report</u>	10%	
2.	<u>Draft Evaluation Report</u> Submission, review and acceptance of draft evaluation report	40%	
3.	<u>Final Evaluation Report</u> Submission, review and acceptance of final evaluation report	50%	
	Total		US\$

**Basis for payment tranches*

I undertake, if my Offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Offer for a period of 90 days from the date fixed for receiving of Offers in the Request for Quotation, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Offer you may receive.

Date:

Name and signature:

ANNEX IV

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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 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 their engagement of such persons or entities.

2. 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 his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the 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 his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the 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 his or her obligations under the Contract. In the performance of the 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.

Prohibition of Sexual Exploitation and Abuse: In the performance of the 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 Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. 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 Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies 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 Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the 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 his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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.

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 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 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 services under the Contract.

4. 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 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 officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the 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 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 Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. 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 fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement 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 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 Contract while the

Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the 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 his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her 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 Contract.

8. 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 his or her business or otherwise without the written permission of UNDP.

9. 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 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 Contract, which give rise to legal liability to anyone not a party to the

Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. 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 Contract.

The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the 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 Contract.

The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. 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 done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. 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 his or her obligations and meet his or her responsibilities under the 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 the performance of the 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 Contract or suspension thereof.

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 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 Contract

13. TERMINATION

Either party may terminate the 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 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 Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the 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 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 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 Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services 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 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 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 Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. 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 Contract, from any other source at any time.

15. 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 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.

16. AUDITS AND INVESTIGATIONS

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. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. 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 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 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 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.

18. LIMITATION ON ACTIONS

Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) 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 Contract, the cause of action accrues when such time of future performance actually begins,

19. PRIVILEGES AND IMMUNITIES

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

ANNEX V

UNITED NATIONS DEVELOPMENT PROGRAMME



Contract for the services of an Individual Contractor

No _____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) and _____ (hereinafter referred to as “the Individual Contractor”) whose address is _____.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): _____.

2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below⁹. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

5. Beneficiary

⁹ For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name; _____

Name; _____

Signature; _____

Signature; _____

Date; _____

Date; _____