

Request for Proposal (RFP)

28 March 2013

Dear Sir/Madam,

Subject: RFP for the final, end-of-programme evaluation of “Supporting Gender Equality in the Context of HIV/AIDS”

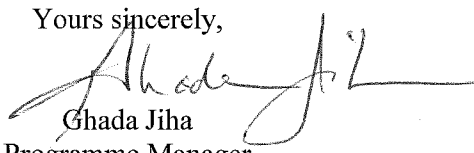
1. You are requested to submit a proposal for professional evaluation services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors(Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Financial Proposal(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in **separate sealed envelopes**, should reach the following address no later than **11:59 pm EST on Friday, 12 April 2013** at:

Attention of: Diana Ranola
Leadership and Governance Section
220 East 42nd Street,
New York, NY 10017
E-mail Option: diana.ranola@unwomen.org

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can also be done electronically in PDF format and send to (diana.ranola@unwomen.org). Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Ghada Jiha
Programme Manager
Leadership and Governance Section

Annex I

Instructions to Offerors

A. Introduction

1. General

UN Women seeks a qualified firm/ institution or team of individual consultants to design and conduct a final, end-of-programme evaluation of “Supporting Gender Equality in the Context of HIV/AIDS,” a European Commission and UN Women joint initiative. The overall purpose of the Final Evaluation is to assess programmatic progress and challenges at the outcome level, with measurement of the output level achievements and gaps, including to what extent these achievements (or non-achievements) affected outcome-level progress. (See Terms of Reference).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN Women will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN Women entity in writing at the organisation’s mailing address or e-mail indicated in the RFP. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN Women entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN Women entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN Women entity shall be written in the **English language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Technical Proposal, including evaluation approach and methodology, evaluation question matrix, work plan, composition/qualifications of the team and documentation to demonstrate that Offeror meets all requirements (CVs of team leader and team members as well as 2 samples of evaluation reports); and,
- (c) Financial Proposal completed in accordance with clauses 8 and 9.

8. Proposal form

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the Financial Proposal.

The Offeror shall structure the Technical part of its Proposal as follows:

(a) **Quality of Technical Proposal:**

The quality of the technical proposal refers to the quality of the proposed evaluation approach and methodology, the evaluation matrix, and the work plan. (Please refer to the Terms of Reference (TOR) for additional information).

The proposal should present an evaluation approach and methodology, including the specific approach and a range of methods for gathering and analyzing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender-equality perspectives. It should include a matrix that clearly address the TOR, relating evaluation Questions with evaluation Criteria, with Indicators, and Means of Verification. It should also contain a work plan with realistic time frame and human resources. Motivation and ethics should also be reflected in the proposal.

(b) **Team Composition:**

This section will specify the composition of the team and the division of tasks/responsibilities among different team members. The Team Leader and all team's experiences and qualifications should meet the criteria indicated in the TOR. This section should specify whether or not the proposed team is gender balanced and cross-culturally diverse.

The section should also describe the responsibilities during the evaluation process and the general management approach towards an evaluation of this kind. This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

9. Financial Proposal

The Offeror shall indicate on an appropriate Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

The Financial Proposal should be submitted using the template provided in Annex 5. In addition to the formula used for identifying the score of the financial proposals, they will be qualitatively assessed for feasibility and realism to cover the costs of technical proposal and ensure the quality required by the TOR.

10. Proposal currencies

All prices shall be quoted in US dollars.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN Women entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking one "Original Proposal" and the other "Copy of Proposal". In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UN Women shall effect payments to the Contractor after acceptance by UN Women of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- Addressed to:
Diana Ranola
Leadership and Governance Section
UN Women
220 East 42nd Street, 17th Floor
New York, NY 10017
and,
- marked with –

“RFP: Professional Services for a Final, End-of-Programme Evaluation of ‘Supporting Gender Equality in the Context of HIV/AIDS’ ”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the *Financial Proposal* duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN Women entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than Friday, 12 April 2013, 11:59 pm EST.

Alternatively, Offerors can submit duly stamped and signed Proposals electronically in PDF format and send to diana.ranola@unwomen.org. Technical and Financial proposals should be sent as **separate** PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

The procuring UN Women entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN Women entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UN Women entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UN Women entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

Proposals will be opened by the UN Women evaluation manager and will be reviewed by a Committee formed by the Head of the procuring UN Women entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the financial proposal of all contractors, who have attained the minimum 70% score in the technical evaluation will be compared. The Technical Proposal is 70% of the overall composite score and the Financial Proposal is 30%. The contract will be awarded to the bidder obtaining the highest score (combining both the technical and financial).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Quality of Technical Proposal Evaluation approach, proposed methodology, workplan, motivation and ethics	50%	350					
2.	Team Composition Qualifications of personnel/expertise of firm/organization submitting proposal	50%	350					
Total			700					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Quality of Technical Proposal

Form 2: Team Composition

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Evaluation approach, methodology, and motivation Proposed Work Plan and Approach							
1.1	Proposals overall quality, clarity and adherence to the RFP guidelines	50					
1.2	Extent to which the proposal presents a specific approach and a range of methods for gathering and analyzing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender equality perspectives as well as innovative presentations for evaluation findings.	100					

1.3	Extent to which the timeframe and human resources indicated in the work plan are realistic and useful for the needs of the evaluation.	60					
1.4	Extent to which the evaluation matrix clearly addresses the TOR, relating evaluation Questions with evaluation Criteria, with Indicators and with Means of Verification.	90					
1.5	Extent to which the evaluators reflect clear, professional commitment with the subject of the assignment and follow UNEG ethical code of conduct	50					
TOTAL PART 1		350					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Team Composition / Expertise							
Qualification of personnel / Expertise of Firm /Organization submitting Proposal							
2.1	Proven previous expertise in conducting final evaluations at the outcome level/complex multi-stakeholder evaluations.	50					
2.2	Experience and knowledge of gender equality and women’s empowerment, HIV planning and programming processes	70					
2.3	Extent to which the team is gender-balanced and cross-culturally diverse.	30					
2.4	Team Leader (for details refer to the TOR)						
	General Qualification (Education and Languages)	45					
	Relevant professional experience (Previous experience or knowledge of the UN System and/or EU, knowledge of gender equality and human rights issues, especially in the context of HIV and AIDS, knowledge of HIV planning and programming processes.	70					
2.5	Team members (for details refer to the TOR)						
	General Qualification (Education and Languages)	35					
	Relevant professional experience (Previous experience or knowledge of the UN System and/or EU, knowledge of gender equality and human rights issues, especially in the context of HIV and AIDS, knowledge of HIV planning and programming processes.	50					
	TOTAL PART 2	350					
	70% of 700 pts = 490 pts needed to pass technical.						

The financial score is calculated as follows:

The lowest offer is awarded 350 points applying the following formula: $p=y (x/z)$

P = points for the financial proposal being evaluated

Y = maximum number of points for the financial proposal

X = price of the lowest priced proposal

Z = price of the proposal being evaluated

F. Award of Contract

22. Award criteria, award of contract

The procuring UN Women entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UN Women entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Annex II

General Conditions of Contract

CONTRACTS FOR THE PROVISION OF SERVICES

1. LEGAL STATUS OF THE PARTIES: The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

2.3 At the option of and in the sole discretion of UN-WOMEN:

2.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;

2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,

2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.

2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.

2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.

2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:

2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;

2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.

2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.

2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this

Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.

The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; and,

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. INDEMNIFICATION:

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

5.1.2 any acts or omissions of the 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.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. ENCUMBRANCES AND 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 UN-WOMEN against any monies due to the Contractor or that may 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 Contractor or UN-WOMEN.

8. EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN 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 UN-WOMEN 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

9.2 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, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN 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.

9.3 At the request of UN-WOMEN, 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 UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

9.4 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 UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

11.1 The Recipient shall:

11.1.1 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,

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

11.2 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 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser's prior written consent; and,

11.2.2 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:

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

11.2.2.2 any entity over which the Party exercises effective managerial control; or,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 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 including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 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.

11.6 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.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN 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.

13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 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;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 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 UN-WOMEN thereunder;

13.3.7 complete performance of the work not terminated; and,

13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.

13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.

13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.

14. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

16. SETTLEMENT OF DISPUTES:

16.1 AMICABLE SETTLEMENT: The Parties 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.

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. 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”) and Article 34 (“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. 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.

18. TAX EXEMPTION:

18.1 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 UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, 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 the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable

conditions and to grant to UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 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.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

28. SEXUAL EXPLOITATION:

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UN-WOMEN 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.

Annex III

Terms of Reference (TOR)

FINAL EVALUATION SUPPORTING GENDER EQUALITY IN THE CONTEXT OF HIV AND AIDS

1. BACKGROUND

Gender inequality and persistent violations of women's human rights continues to be a key driver of the epidemic. It fuels an increase in infection rates, and reduces the ability of women and girls to cope with the epidemic. Often, women have less information about HIV and fewer resources to take preventive measures. Today, women represent nearly 54 percent of the people living with HIV/AIDS (PLWHA) globally¹, and young women account for 60 percent of new infections.² In some regions, the statistics paint a starker picture which show that the spread and impact of HIV and AIDS disproportionately affects women and adolescent girls who are socially, culturally, biologically and economically more vulnerable. In Sub-Saharan Africa, women and girls account for 58 percent of Africans living with HIV, and young women aged 15-24 are at least eight times more likely than men to be HIV-positive.³ Alongside Sub-Saharan Africa, the Caribbean is the only other region where women and girls outnumber men and boys living with HIV; in 2009, an estimated 53 percent of people living with HIV/AIDS were women.⁴ In Asia, women too are accounting for a growing proportion of HIV infections overall, up from 21 percent in 1990 to 35 percent in 2009.⁵

While international consensus and commitment has increasingly acknowledged the centrality of gender equality to the HIV response since 2001,⁶ significant gaps remain in policy, programmatic and budgetary responses to the needs and rights of women.⁷

Programme Description: *Supporting Gender Equality in the Context of HIV and AIDS* is a joint management programme by the European Commission (EC) and UN Women, with a total budget of €2,450,353.⁸ The overall objective of the programme seeks to ensure that gender equality and human rights are integrated into key policies, programmes, actions and budgets to address HIV/AIDS at the national level. Implemented in Cambodia, Jamaica, Kenya, Papua New Guinea (PNG), and Rwanda, the programme's specific, outcome-level objectives are:

1. HIV-positive women's organizations and women affected by HIV/AIDS in 5 selected countries provide leadership for and influence the shaping of policies, programmes, and resource allocations that address the HIV/AIDS epidemic; and,

¹ UNAIDS Source: *Core Epidemiology Slides*, November 2012.

² UNICEF, 2011, *Opportunity in crisis: Preventing HIV from early adolescence to young adulthood*, p. 4.

³ UNAIDS, 2012, *Report on the Global AIDS Epidemic*, p. 70.

⁴ WHO, UNICEF and UNAIDS, 2011, *Global HIV/AIDS Response: Epidemic Update and Health Sector Progress towards Universal Access—Progress Report 2011*.

⁵ UNAIDS, 2010, *Report on the Global AIDS Epidemic*, p. 35.

⁶ Key global commitments on HIV/AIDS include the 2001 Declaration of Commitment adopted by 189 Member States at the UN General Assembly Special Session on HIV/AIDS (UNGASS), which specifically outlines gender equality commitments. In 2006, at the five year review of the General Assembly Special Session of 2001, States reaffirmed the commitments made in the 2001, and agreed to setting national targets for 2010 on the provision of prevention, care and treatment (with interim targets for 2008). The 2006 Political Declaration on HIV/AIDS⁶ also further recognized that gender inequalities and all forms of violence against women increase their vulnerability to HIV/AIDS.

⁷ See UNAIDS, 2012, *Together We Will End AIDS*, p. 70; Report of the Secretary General Report, 2012, *United to End AIDS: Achieving the Targets of the 2011 Political Declaration*, A/66/757. Refer also to <http://www.whatworksforwomen.org/>.

⁸ Initial duration of implementation period was 36 months.

2. Enhanced national commitment to and action for addressing gender equality in the national AIDS response in 5 selected countries.

Key areas of intervention focused on building the leadership capacity of women living with HIV as well as the capacity of networks of women living with HIV to enable their participation in policy and decision making spaces and holding their governments to account. The programme carried out mappings and assessments of organizations and networks of women living with HIV to identify capacity needs and to prioritize training and other capacity-development interventions to strengthen their organizational, leadership, strategic planning, advocacy and networking skills. The programme also facilitated the identification of priorities and development of a common agenda among women living with HIV (WLHIV).

It also enhanced staff and institutional capacities of National AIDS Coordinating Authorities (NACAs) to integrate gender equality and human rights considerations into policies, programmes and budgets as well as the capacity of other line ministries involved in the multi-sectoral HIV response. In some countries, the programme worked closely with the ministries of gender or women's affairs to strengthen the integration of HIV in their respective policies and programmes. Gender audits, on-going institution-wide trainings, development of training materials and tools, and the placement of Gender Advisors in NACAs formed part of a comprehensive package of capacity development support provided by the programme. The programme also created and/or expanded the space for policy dialogue, consultation and advocacy between networks of women living with HIV and NACAs through high level dialogues and the inclusion of women living with HIV and their networks in global, regional and national processes and served to strengthen the linkages and the quality of the relationship of these vital stakeholders.

Primary partners under this programme included the staff of the National AIDS Coordinating Authorities (NACAs), other line ministries, such as ministries of gender or women's affairs (as in the case of some countries), organizations and networks of women living with HIV, as well as HIV/AIDS service organizations, UN Women country and regional offices as well as other UN System partners, especially UNAIDS.

During the course of the programme, UN Women requested two no-cost extensions from the European Commission, which extended the programme implementation period by 15 additional months. The first no-cost extension, submitted in June 2011 and approved in December 2011, was requested to ensure that there was a full 36 months to implement the Action; given the initial difficulties and delays related to identifying and recruiting Gender Advisors with expertise in both gender and HIV programming in many of the programme countries, lengthy procurement and hiring processes; the need to align programme with the UNAIDS Joint Programme of Support in each country; and developing and validating country implementation plans, which included consultations with wide base of stakeholders to build ownership and commitment. The second no-cost extension was requested and approved in November 2012 seeking an additional three months to enable national partners to finalize specific and strategic planned activities, that were essential for anchoring exit strategies of the Action overall. In part, this additional time was needed because of the delay in receiving the 2nd Instalment from the European Commission as well as scheduling conflicts among key stakeholders towards the end of the year which resulted in the cancellation or the postponement of certain activities.

Since the start of the programme, **four** important developments at global level have taken place that have strengthened international commitments vis-à-vis gender equality and the AIDS response and that enabled UN Women to strengthen its organizational positioning within the UN System and its position as a global champion of gender equality and women's rights:

In 2010, in an effort to build momentum and translate political commitment into action and resources, UNIFEM (now part of UN Women), as a key partner, worked in close collaboration with UNAIDS to roll

out the Agenda for Accelerated Country Action for Women, Girls, Gender Equality and HIV at country level to ensure that national AIDS policies and programmes are responsive to women and girls' needs and rights. Almost eighty countries have developed national action plans on women, girls, gender equality and HIV, or taken other steps to address gender-related drivers of their national epidemic. The Agenda for Women and Girls addresses three key issues: (a) knowing, understanding, and responding to the particular and various effects of the HIV epidemic on women and girls; (b) translating political commitments into scaled-up action to address the rights and needs of women and girls in the context of HIV; and (c) championing leadership for an enabling environment for the fulfillment of women's and girls' human rights and their empowerment, in the context of HIV.⁹ It has been launched in 90 countries.¹⁰

Second, in 2011, the UN Entity for Gender Equality and Empowerment (UN-Women) was established.¹¹ UN Women joins together four agencies focused on the advancement of gender equality and women's empowerment in the UN system. By linking the normative and operational mandates of these agencies, UN Women can ensure that important global standards on gender equality are implemented through concrete actions at country level, and that new policy developments genuinely respond to women's actual needs. UN Women is the lead driver and lead voice advocating for gender equality, in line with national priorities and international norms and policies. It also has the mandate to lead, coordinate and promote the accountability of the UN System in advancing gender equality and empowerment of women. The creation of UN Women has brought greater political urgency, focus and coherence to addressing issues of gender.

Third, and building on its predecessors¹², the 2011 Political Declaration, "Intensifying Our Efforts to Eliminate HIV/AIDS" strengthened the international community's resolve to eliminate gender inequality, gender-based abuse and violence, and to increase the capacity of women and adolescent girls to protect themselves from HIV infection. It also recognized UN Women as a new stakeholder in global efforts to combat HIV, especially in its role of promoting gender equality and the empowerment of women.

Finally, in June 2012, UN Women became the 11th Co-Sponsor of the Joint United Nations Programme on HIV/AIDS (UNAIDS), strengthening its position in inter-agency efforts to promote and ensure that gender equality remains at the center of global and national HIV responses.

2. JUSTIFICATION AND PURPOSE OF EVALUATION

The final, end-of-programme evaluation will be conducted by an independent, external team. It is mandatory, undertaken as agreed with the European Commission (EC) and in line with UN Women's Evaluation Policy. The overall purpose of the Final Evaluation is to assess programmatic progress and challenges at the outcome level, with measurement of the output level achievements and gaps, including to what extent these achievements (or non-achievements) affected outcome-level progress. The final evaluation will examine programme implementation in the five countries as well as global level efforts, particularly in facilitating and supporting the participation of women living with HIV at key global fora and contributing to South-South exchange and the creation of learning.

⁹http://www.unaids.org/en/media/unaids/contentassets/documents/unaidspublication/2010/20100226_jc1794_agenda_for_accelerated_country_action_en.pdf

¹⁰ National launches aimed to raise awareness and accelerate action on the issue of women, girls, gender equality and HIV. It brought together high level stakeholders from diverse constituencies, including government representatives, networks of women living with HIV, civil society, development partners and the UN system to discuss operationalization of the Agenda as adapted to the national context.

¹¹ UN Women brings together: UN Development Fund for Women (UNIFEM), Division for the Advancement of Women (DAW), Office of the Special Adviser on Gender Issues and the Advancement of Women (OSAGI), and UN International Research and Training Institute for the Advancement of Women (UN-INSTRAW).

¹² Previous key global commitments on HIV/AIDS include the 2001 Declaration of Commitment adopted at the UN General Assembly Special Session on HIV/AIDS (UNGASS), which specifically outlines gender equality commitments. In 2006, at the five year review of the General Assembly Special Session of 2001, States reaffirmed the commitments made in the 2001, and, among other things, further recognized that gender inequalities and all forms of violence against women increase their vulnerability to HIV/AIDS.

It will consist of a desk review, country-level visits, in-depth interviews with UN Women staff (at HQ, regional, and country levels), national level partners, including UN System partners, and the EC. The final evaluation will also contribute to results-based management through a participatory approach that documents results achieved, challenges to progress, and programme contributions to the integration of gender equality and human rights into key policies, programmes and actions to address HIV/AIDS in the five programme countries.

In the course of programme implementation, the EC commissioned two Results-Oriented Monitoring (ROM) exercises in October 2010, at the mid-point of the Action, and in June/July 2012.¹³ UN Women also undertook an internal mid-term review of the programme between December 2011 – February 2012, which consisted of a programme and operational assessment and a global convening with programme countries, including national partners, to validate findings and recommendations. The Global Convening also provided programme countries and national stakeholders with an opportunity to exchange, share and discuss key achievements and effective approaches. These reviews are important inputs that will support the final evaluation. Recommendations made by the 2nd ROM exercise should be fully integrated in the evaluation process.¹⁴

Evaluation Objectives: The specific objectives of the final evaluation are to:

- a) Analyze the relevance and effectiveness of programmatic strategy and approaches;
- b) Validate programme results in terms of achievements (or non-achievement) toward the outcomes and outputs at country level, with a critical examination of how and to what extent the programme contributed to enhancing the enabling environment for the integration of gender equality in national HIV responses;
- c) Assess the potential for sustainability of results and the feasibility of continued, on-going, nationally led efforts in each of the five countries
- d) Document lessons learned to inform and strengthen UN Women's governance approach vis-à-vis integrating gender equality and human rights into key policies, programmes and actions to address HIV and AIDS as well as the future work of global, regional, and national stakeholders in this area. This includes documentation of any limitations in order to improve and refine programming approaches and interventions.

Use of Evaluation: The information and evidence generated by the evaluation will be used by UN Women, the European Commission, national partners, and other stakeholders to:

- Contribute to the evidence base on effective approaches and strategies for addressing and integrating gender equality and women's human rights in global and national HIV responses; including enhancing the leadership and participation of networks of women living with HIV.
- Support advocacy, programming and resource mobilization efforts of implementing countries to sustain outcomes; as well as UN Women regional and country offices with respect to gender equality and HIV programming;
- Facilitate a process of strategic reflection and learning for UN Women, UN system partners, and donors with respect to effective *governance* strategies and approaches for making the AIDS response work better for women.
- Provide necessary information about how the programme affected the working relationship between UN Women and the EC at country level.

¹³ Results-Oriented Monitoring (ROM) exercises are external reviews carried out by a consortium contracted by the European Commission. It consists of interviews with the project stakeholders aiming to assess the project in terms of (i) relevance and design, (ii) efficiency, (iii) effectiveness, (iv) impact, and (v) sustainability.

¹⁴ The recommendations made in the first ROM mission were addressed as part of the second ROM.

3. SCOPE OF THE EVALUATION

The scope of the final evaluation will be defined along the lines of timeframe, geographic coverage, and thematic scope.

Timeframe: The timeframe of the evaluation will cover 1 January 2009 – 31 March 2013, which includes the initial 36-month implementation period and the additional 15 months that were approved under the two no-cost extensions.

Geographic scope: The evaluation will assess implementation in Cambodia, Jamaica, Kenya, Papua New Guinea and Rwanda; it will also consider policy advocacy and the facilitation of knowledge dissemination efforts at global level. Country visits to the implementation countries will be conducted; in this regard, consideration should be given to working through *regional - or country -* based consultants. The evaluation will also assess the global management of the programme over its lifetime.

Thematic scope: The evaluation will examine how the programme contributed to the effective integration of gender equality and human rights in key policies, programmes and actions to address HIV/AIDS at the national level; the strategies/approaches used to enable HIV-positive women's organizations and women living with or affected by HIV and AIDS to provide leadership for and influence the shaping of policies, programmes and resource allocations and to enhance national commitment to and action for addressing gender equality in national AIDS responses in the five countries. It will also look at how the programme in the five countries aligned with other similar initiatives to build synergies and maximize impact. It will highlight programme results and impacts, including unintended or unexpected outcomes, as well as identify the challenges faced, good practices and lessons learned. Finally, the final evaluation will consider the ways in which global efforts contributed to national implementation and how country-level work influenced global advocacy and policy.

Evaluation Criteria: The evaluation will address the five evaluation criteria of: relevance, effectiveness, efficiency, sustainability, and impact. Given that this evaluation directly follows the end of the programme implementation period, the evaluation will assess and make informed statements about the potential for sustainability and immediate impact of the programme.

The evaluation questions below are organized by each criterion and focus on the main, planned areas of programmatic achievement as described in the Project Document and Logical Framework. Where relevant, questions have been formulated and adapted from the assessment framework used in EC-ROM exercises.

Illustrative Questions:

These are illustrative questions. It is expected that the evaluation team will revise the overall analytical framework and refine the evaluation questions during the Inception Phase.

A. Relevance

- To what extent are the specific objectives of the programme still valid? How has the programme taken into account findings and recommendations of previous assessment or review exercises to strengthen the relevance of the programme?
- Have activities and expected results of the programme been consistent with the overall goal and the attainment of objectives as well as intended impacts?
- Were selected programmatic approaches and strategies appropriate to address the identified needs of stakeholders and beneficiaries?
- How, and in what way, did the programme build synergies with other similar UN system or donor interventions?

B. Effectiveness

- What have been the advocacy and policy contributions of the programme at national and global levels with respect to gender equality and the HIV response?
- To what extent have national partners increased their technical knowledge and skills as well as organizational capacity for integrating gender equality into national HIV policies, plans and actions?
- How did the recruitment of Gender Advisors in each of the five countries affect programme implementation and contribute to the achievement of expected results and specific objectives?
- How, and through what mechanisms, did the programme increase the participation of networks of women living with HIV in national and subnational policy and decision making spaces?
- To what extent has the programme contributed to strengthened partnerships in national HIV responses between National AIDS Coordinating Authorities (and other government partners where relevant) and organizations or networks of women living with HIV?
- What influence have contextual factors (political, social, economic, and other) had on the effectiveness of the programme? (Consider conducting cross-country comparison based on country case study findings).
- How has the programme adapted (when necessary) to changing external conditions to ensure benefits for target groups?
- How effectively has programme management monitored performance and results and supported communication of these results internally and/or externally?
- Did UN Women provide relevant and timely technical support to partners?
- How has the programme shared and disseminated results and learning on good practices (country, regional and/or global levels) vis-à-vis integration of gender equality in national HIV responses and the leadership and participation of networks of women living with HIV?

C. Efficiency

- Did the programme contribute positively to the work of EC and UN Women in the programme countries?
- Have resources (financial, human, technical support, etc.) been allocated strategically to achieve programme outcomes?
- Have programme resources been sufficient to deliver results and contribute to programme outcomes?
- To what extent have programme management arrangements facilitated (or hindered) effective implementation and efficient achievement and delivery of results?

D. Sustainability

- What is the level of programme ownership by national partners and how will it be sustained (or not) after the end of external support? To what extent have relevant target beneficiaries actively involved in decision-making concerning programme orientation and implementation?
- Is there a defined strategy for sustaining increased knowledge and capacity of NACAs on integrating gender in policies, programmes, plans, and budgets?
- Is there a defined strategy for sustaining the leadership and participation of networks of women living with HIV in national HIV responses?
- Are there plans to continue with some or all of the project's activities?

E. Impact

- How have programme's global policy efforts informed country implementation in each of the five countries? How have country experiences and lessons been integrated into global level advocacy or policy efforts?
- What documented or measurable changes have occurred, since the start of the programme, as a result of increased national capacity to integrate/mainstream gender equality in national HIV responses in each of the five countries and the ability of WLHIV to engage and participate in national (or local) level processes? Do these changes illustrate a positive, negative or neutral shift in the integration of gender equality?

- Are national stakeholders, particularly NACAs and other policymakers, more cognizant of the purpose and value of women's participation and leadership, especially that of WLHIV organizations and networks? Are there mechanisms in place to sustain this engagement beyond the end of the programme?

4. AVAILABLE INFORMATION SOURCES

The Evaluation Team will have access to a number of information sources, including:

- Programme Document and Logical Framework;
- Inception Workshop Report, April 2009
- Programme Country Annual Implementation Plans
- Monitoring Frameworks and Reports (internal)
- UN Women Progress and Financial Reports to the Donor (3)
- EC ROM Monitoring Mission Reports, November 2010 and August 2012 (includes synthesis report, country-specific reports, tabular ratings)
- Mid-Term Programme and Operational Assessment, December 2011, (including inceptions report; stakeholder questionnaires, transcripts of stakeholder interviews);
- Global Mid-Term Review Workshop, February 2012 (agenda, presentations, reports)
- Available project documentation (i.e. mapping studies, workshop reports, presentations, etc.)
- Mid-Term Review of UNAIDS Agenda for Accelerated Country Action for Women, Girls, Gender Equality and HIV (2012).

5. EVALUATION APPROACH AND METHODOLOGY

The Evaluation team will rely on a mixed-method approach that is aligned with the final questions matrix (to be completed by the evaluation team in consultation with the Core Reference Group). Following an initial desk review and brief discussions with key stakeholders, the Evaluation team will refine and finalize the methodology and analytical framework, which will be validated by the Core Reference Group. The methodology should incorporate rights-based, participatory approaches and ensure that gender equality is considered throughout.

The evaluation will draw on the findings of the two ROM missions, which provide valuable information on programme's relevance, effectiveness, efficiency, potential sustainability and impact prospects. It will also consider to what extent the recommendations have been addressed. Another important input for the evaluation is the internal mid-term review UN Women carried out. The mid-term review consisted of a programme and operational assessment as well as a global workshop held with programme countries to validate the findings and recommendations.

The three, main phases of the final evaluation are:

Phase I. Inception phase:

- Conduct an initial desk review of available documents
- Conduct preliminary interviews (via skype or phone) with key stakeholders to refine the evaluation scope, questions and methodology.
- Draft an Inception Report for review by the Core Reference Group.
- Refine the evaluation methodology/question matrix based on Core Reference Group feedback.

Phase II. Intensive Research Phase

- Conduct in-depth review of relevant programme/project documents and reports,
- Undertake three country visits;
- Collect survey data from beneficiaries and staff of national AIDS coordinating authorities; and where relevant other participating line ministries (i.e. ministries of gender/women's affairs).
- Deliver PowerPoint presentation of key findings for each country visited.

- Conduct in-depth interviews with global, regional and country level UN Women staff, grantees, donor representatives, and others as necessary;

Phase III. Analysis and Report Writing

- Review and analyze all available data;
- Prepare and submit a first draft of the synthesis evaluation report to Core Reference Group for comments;
- Deliver a PowerPoint Presentation of key findings, lessons learned, and recommendations at Global Convening with UN Women, European Commission, and national partners (venue to be determined); *[Please do not include these costs in your financial proposal; UN Women will cover travel and DSA separately]*
- Revise report based on feedback of Core Reference Group and Global Convening;
- Submit final report.

6. MANAGEMENT OF THE EVALUATION

The evaluation will be managed by the HQ Programme Manager, Gender Equality and HIV/AIDS. Management of the evaluation will also be guided by two consultative bodies: the **Core Reference Group** and the **Broad Reference Group**.

The HQ-based Programme Manager will serve as **Task Manager**, managing the overall and day-to-day aspects of the evaluation and ensuring participatory consultations with the European Commission, UN Women's geographic sections as well as regional and country offices as required. She will coordinate the selection and recruitment of the evaluation team, manage contractual agreements, budget and personnel involved in the evaluation. The Programme Manager will provide essential documents and data to the evaluation team, facilitate communication and timely feedback between the evaluation team and key evaluation stakeholders; and ensure the timely submission of expected deliverables. The Programme Manager will also be responsible for preparing a management response in consultation with programme countries that addresses the findings and recommendations to ensure future learning and inform implementation of their relevant programmes.

The **Core Reference Group** will provide direct oversight, safeguard independence, and give technical input over the course of the evaluation. It will provide guidance on evaluation team selection and key deliverables (Inception Report, Draft Evaluation Report) submitted by the evaluation team. It will also support the dissemination of the findings and recommendations.

The **Broad Reference Group** will be informed throughout the evaluation process and will be asked to participate at strategic points during the evaluation, including briefings by the evaluation team of findings and recommendations. It will also support the dissemination of the findings and recommendations.

7. EXPECTED PRODUCTS AND TIMELINE

The final evaluation will be carried out from **22 April 2013 to 19 August 2013**. All deliverables will be in English and submitted to the Evaluation Task Manager. Table 1 provides an indicative timeframe, including due dates for deliverables and to whom.

- An **inception report** which includes detailed evaluation methodology, revised evaluation question matrix, data collection tools and analysis methods, and workplan (with corresponding timeline). The Inception Report will also identify list of information sources, including key stakeholders. The Evaluation Team will ensure that the evaluation process is ethical and that participants in the evaluation will be protected in adherence to UNEG norms and standards and UNEG Ethical Guidelines, see <http://www.unevaluation.org/ethicalguidelines>).
- **Power point presentation(s)** to each country at the close of each field visit. Presentations will outline preliminary findings, lessons learned, good practices and recommendations to key stakeholders.

- **First Draft Evaluation Report;** which contains country profiles,
- **Powerpoint Presentation** to Global Convening of UN Women staff, EC, and national partners on main findings/recommendations and proposed dissemination strategy; and,
- **Final Evaluation Report.** Refer to Annex B for proposed format.

TABLE 1

	Primary Activities	Deliverable
Inception Phase		
22 April 2013 – 24 April 2013	Debrief with Evaluation team, discuss and jointly review TOR.	
6 May 2013	Evaluation Team submits Inception Report, including proposed methodology, selection criteria, and workplan (with agreed upon deliverables and timeframe)	Inception Report
10 May 2013	Convene Core Reference Group to discuss Inception Report and provide feedback to Evaluation Team, finalize methodology, questions and workplan.	Final Evaluation Methodology, Question Matrix, and Workplan
Intensive Research Phase		
6 May – 5 July 2013	In-depth document review as well as interviews with global, regional and national UN Women staff, partner organizations	
20 May -5 July 2013	Evaluation Team conducts country visits. [Due consideration should be given to partnering/collaborating with in-country consultants.]	Powerpoint presentations delivered to each country with summary of main findings
Analysis & Report Writing Phase		
8-24 July 2013	Analysis and review of data and preparation of first draft	
24 July 2013	Evaluation Team submits first draft Evaluation Report	First draft Evaluation Report
25 July 2013	Disseminate and circulate Draft Evaluation Report to Core and Broad Reference Groups. (UN Women)	
29 July 2013	Team Leader delivers Powerpoint presentation to participants at UN Women's Global Convening on preliminary findings, main recommendations, challenges and opportunities.	Powerpoint Presentation on key findings, lessons and recommendations.
19 August 2013	Submission of Final Evaluation Report	

8. EVALUATION TEAM COMPOSITION, QUALIFICATIONS AND SKILLS

The final evaluation will be conducted by an independent evaluation team of at least three experts. The Team Leader and Team members should have the requisite and complementary skills set (individually and jointly) to undertake a complex, multi-country end-of-programme evaluation. Consideration should be given to partnering/collaborating with in-country consultants.

The Evaluation Team Leader will demonstrate experience and expertise in leading and managing large programme evaluations. S/he will be responsible for coordinating the evaluation as a whole; including internal evaluation team coordination and logistics, preparation of the work plan, dissemination of all methodological tools, delivery of the expected evaluation outputs and all presentations. Specifically, the **Evaluation Team Leader** is expected to bring the following expertise:

- At least a master's degree, PhD preferred, in social sciences, preferably in gender, public health/HIV, evaluation or social research;
- Technical expertise in gender, HIV programming, and national planning processes
- A minimum of 12 years of experience in complex, out-come level evaluations, and at least five in evaluation of large, multi-country programmes.
- A strong record in designing and leading complex evaluations.
- Experience working with multi-stakeholders essential: governments, civil society organizations (CSOs), and the United Nations/ multilateral/bilateral institutions.
- Experience in participatory approach is an asset. Facilitation skills and ability to manage diversity of views in different cultural contexts.
- Strong knowledge and regional experience is preferred, especially in any of the countries covered by the programme.
- Strong ability to translate complex data into effective-written reports demonstrating high level analytical ability and communication skills.
- Detailed knowledge of the role of the UN and its programming, particularly that of UN Women, is desirable.
- Proficiency in English required; with ability to work in French preferred.

The Team Leader is required to submit two examples of evaluation reports recently completed where s/he contributed significantly as the lead writer.

The Evaluation Team Member(s) should demonstrate skills in the following areas:

- A master's degree related to any of the social sciences, preferably in gender, public health/HIV, evaluation or social research;
- At least five years of experience in gender, human rights and HIV programming.
- Extensive knowledge and experience in the application of quantitative and qualitative evaluation methods;
- A minimum of 5-7 years of experience in conducting evaluations.
- High level of data analysis skills
- Strong analytical and writing skills.
- In-country or regional experience preferred
- Ability to work within a team.
- Proficiency in English required, with ability in French preferred.
- Experience with the UN is an asset.

The evaluation team should have gender balance and geographic representation. The language skill composition should reflect the official languages of the countries to be evaluated: English and French.

9. UNITED NATIONS EVALUATION GROUP CODE OF CONDUCT

The evaluation will be carried out following UNEG Ethical Guidelines for Evaluation in the UN System and UNEG Code of Conduct for Evaluators as well as the UN Women Evaluation Policy, which stipulates that evaluations in UN Women will be independent and abide to the following evaluation standards: Participation and inclusiveness, Utilization-Focused and intentionality, Transparency, Independence and Impartiality, Quality and Credibility as well as Ethical Standards.

For UNEG Ethical Guidelines for Evaluation in the UN System, please refer to:
<http://www.uneval.org/search/index.jsp?q=ethical+guidelines>

For UNEG Code of Conduct for Evaluators, please refer to:
<http://www.unevaluation.org/uneqcodeofconduct>

TOR Annexes:

Annex A: Evaluation Team Selection Criteria

Annex B: Final Evaluation Report Format

Annex A: Evaluation Team Selection Criteria

The selection of the Evaluation Team will be based on the fulfillment of the specification established in the TOR. The submitted proposals will be assessed on three main categories: the quality of the technical proposal; the expertise and competencies of the evaluators, as demonstrated in CVs, gender balance and diversity of team; and the financial proposal. The categories are assigned different weighting, which will total 100%.

Technical Proposal (35%)

- **Evaluation Matrix:** The matrix clearly addresses the TOR, relating evaluation Questions with evaluation Criteria, with Indicators and with Means of Verification.
- **Evaluation approach and methodology:** The proposal presents a specific approach and a range of methods for gathering and analyzing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender equality perspectives.
- **Work plan:** The timeframe and resources indicated in the financial proposal are realistic and useful for the needs of the evaluation.
- **Motivation and ethics:** The evaluators reflect clear professional commitment with the subject of the assignment and follow UNEG ethical code of conduct.

Team Composition (35%)

The team leader's and all team's experiences and qualifications meet the criteria indicated in the TOR. The team is gender balanced and cross-culturally diverse.

Financial Proposal (30%)

The budget proposed is sufficient for applying the data gathering techniques and for obtaining reliable data for the evaluation in the timeframe indicated.

Annex B: Proposed Format of Final Evaluation Report

Final evaluation report:

- Executive Summary (maximum five pages)
- Programme description
- Evaluation purpose
- Evaluation methodology
- Findings
- Conclusions
- Lessons learned
- Recommendations
- Annexes, (including interview list, without identifying names in the interests of confidentiality/ anonymity; data collection instruments; key documents consulted; Terms of Reference.)

United Nations Entity for Gender Equality
and the Empowerment of Women

Annex IV

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annex V

FINANCIAL PROPOSAL

The Contractor (either Firm or individual consultants conforming a Team) is asked to prepare the Financial Proposal as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UN Women is exempt from taxes as detailed in Section II, Clause 18.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and per diems should be listed separately.

The format shown on the following pages should be used in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

		Financial Proposal: Request for Proposals for Services			
Description of Activity/Item		Number of Staff	Daily Rate	Time Effort in Days	Estimated Amount
1.	Deliverables				
1.1	Inception Report: Includes detailed evaluation methodology, evaluation question matrix, proposed data collection tools and analysis approach, and evaluation work plan (with corresponding timeline)				
1.2	PowerPoint presentations (including main findings and recommendations) from Country Case Studies (5 cases)				

1.3	Draft and final Evaluation Report including executive summary and detailed country-specific information from the countries in which field visits are conducted				
1.4	Evaluation Briefing Presentation				
2	Operational Costs				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communication				
2.4	Other expenses				

