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## ADVERTISEMENT

### INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

### International Consultant for the SDG-F End of Project Evaluation

(IC – International).

Date: February 12, 2019

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Procurement Notice No.: SLE/ICPN/2019/001

Country: Sierra Leone

Description of the assignment: International Consultant, SDG-F End of Project Evaluation

Project Name: SDG-F End of Project Evaluation.

Period of assignment: 15 - 20 days

Proposal should be submitted at the following address, UNDP, Fourah Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone or by email to [procure.sle@undp.org](mailto:procure.sle@undp.org) no later than **17:00 hours, on Monday 25, 2019.**

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

## 1. BACKGROUND

The Sustainable Development Goals Fund is a development cooperation mechanism created in 2014 to support sustainable development activities through integrated and multidimensional Joint Programmes. It builds on the experience, knowledge, lessons learnt, and best practices of the MDG Fund and the MDG experience, while focusing on the fostering of sustainable development, public-private partnerships and gender and women's empowerment as cross-cutting priorities in all our areas of work. The SDG Fund aims to act as a bridge in the transition from MDGs to SDGs providing concrete experiences on how to achieve a sustainable and inclusive world as part of 'Agenda 2030 for Sustainable Development.'

In Sierra Leone, the programme is implemented in the framework of a UN multi-agency Area-Based Development (ABD) approach in the Kono district, eastern Sierra Leone. The programme focuses on two broad, interlinked intervention areas that aim to enhance sustainable, inclusive governance of natural resources as well as diversification of sustainable livelihood opportunities in one of the most mineral-rich, but least developed areas in the country. The programme has particular significance given the Ebola outbreak that is having devastating social and economic impacts on the country. This programme will contribute greatly to the response and recovery phases through support to the most vulnerable people in Kono, whose livelihoods are gravely affected by the crisis.

The programme is designed with a strong focus on achieving tangible results by building on and complementing previous or ongoing activities of UNDP, FAO, and other partners.

1) Inclusiveness, accountability, and transparency in natural resources management.

### 1.1: Enhanced capacity for environmental monitoring

Enhancing the implementation of legal frameworks is a key priority to promote people-centered and environmentally sustainable exploration and exploitation of natural resources. The capacity of the Environment Protection Agency (EPA), Local Councils, communities, and especially women, will be enhanced to actively participate, interpret, and process environmental and social sustainability impact assessments (ESIA's), as well as to monitor their implementation. Support will be provided to expand open-access GIS-databases of natural resource use and environmental change to foster transparency and accountability.

### 1.2: Strengthened dialogue and engagement between development stakeholders and the extractive sector

Existing platforms established by local NGOs will be engaged to advocate for open and inclusive management of natural resources. The programme will strengthen the capacity of these NGOs to promote constructive dialogue with the extractive sector on economic, social, and cultural rights, with specific focus on women's empowerment.

Opportunities will be identified to address grievances from communities affected by the kimberlite mining industry in the centre of Koidu city, through improved participatory processes

with the Community Relations Committee (CRC). Women, who are often left out of these discussions despite being disproportionately affected by unsustainable natural resource management activities, will be equally represented. The programme will strengthen the capacity of women in targeted communities to participate actively in constructive dialogue with the extractive sector.

### 1.3: Inclusive community development processes facilitated

Community Development Agreements (CDAs) are required by law, and involve the allocation of revenue from extractive activities to local communities. However, insufficient bargaining capacity within communities has led to imbalanced negotiations with the industrial extractive sector. The programme will enhance stakeholder capacity to meaningfully engage in CDA needs assessments, prioritization, planning, budgeting, and monitoring processes. Particular attention will be paid to including provisions that are dedicated to youth employment. Gender equality will also be a high priority – for example ensuring that women are fully involved in the processes and that the specific needs of women, men, girls and boys are met when negotiating CDAs.

### 2) Livelihoods improved through diversified and inclusive economic opportunities

#### 2.1. Local economy diversified through value chain development, increased entrepreneurship, economic productivity, and improved service delivery.

The programme will support diversification in sectors that offer potential for job creation and business opportunities. Strategic Public-Private Partnerships will be established with regional and local businesses and Local Councils for risk sharing and resource leveraging, with specific focus on promoting job creation and income generation for youth and women.

Partnerships will be formed around agriculture, aquaculture, value added trade, mini-processing and production activities, which will be based on the thorough analysis of local market needs. As a first priority communities will be equipped with knowledge and skills to establish and manage mini-aquaculture enterprises and poultry-farms. This will contribute to creating livelihood diversification opportunities, as well as improving food and nutrition security, especially in rural areas. Other barriers to economic diversification will be addressed by providing vocational training, building business skills, and offering seed capital and enterprise development to boost self-employment, both in urban and rural areas, based on gaps analyses.

#### 2.2. Economic opportunities for women increased to combat gender inequality

Specific attention in creating economic opportunities by the programme will be directed towards women. Lack of access to decent work for women in Sierra Leone contributes to poverty and to gender-based discrimination. Key entry points for contributing to women's economic empowerment will be elaborated.

Acknowledging that women's economic empowerment requires transforming gender relations at all levels, men, diverse groups will be engaged to work towards gender equality, and to question violence and non-equitable versions of manhood. Women's groups will empower them to play more active roles in decision-making processes.

## 2. DUTIES AND RESPONSIBILITIES

### OVERALL GOAL OF THE EVALUATION

To promote accountability, organizational learning, stocktaking of achievements, performance, impacts, good practices and lessons learnt from implementation towards SDGs.

### KEY PROJECT OUTPUTS PRODUCED

- a. Development of the Kono-Model Community Development Agreement
- b. Establishment and strengthening of community development committees; build capacity of members on project management
- c. Raising awareness of youths on extractive laws and Strengthening the advocacy skills of NGOs
- d. Strengthen the capacity of EPA to effectively manage and share monitoring data
- e. Constructed, stocked and supported youths to manage 8 poultry and 24 fish ponds
- f. Trained youths in vocational skills and supports with business development services
- g. Supported district level institutions & structures and NGOs to develop bylaws to control environmental degradation from artisanal mining
- h. Rehabilitated mined-out pits to restore site for other purposes
- i. Conducted studies to understand market issues, sources of conflict and grievances in mining communities.

### SCOPE OF THE EVALUATION AND SPECIFIC OBJECTIVES

This final evaluation has the following specific objectives:

1. Measure to what extent the joint programme has contributed to solve the needs and problems identified in the design phase
2. To measure joint programme's degree of implementation, efficiency and quality delivered on outputs and outcomes, against what was originally planned or subsequently officially revised
3. Measure to what extent the joint programme has attained the results originally foreseen in their project document, M&E frameworks, etc.
4. To measure the impact of the joint programme on the achievement of the SDGs
5. To identify and document substantive lessons learnt and good practices on the specific topics of the thematic areas and crosscutting issues: gender, sustainability and public private partnerships

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

the tentative schedule is as follows:

1. Desk review, inception methodology for evaluation and field work (10 days);
2. Preliminary Report and Validation of Preliminary Report (5 days);
3. Feedback from key stakeholders and UNDP and Final Report (3 days)

Deliverable	Timeframe
1. Desk review, inception methodology for evaluation and field work	10 days
2. Preliminary Report and Validation of Preliminary Report	5 days
3. Feedback from key stakeholders and UNDP and Final Report	3 days
Total Days	18 Days

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

#### Education:

- Must have acquired a master's degree in Natural Resource Management, Environmental Sciences, development studies or any related social science discipline.

#### Experience:

- At least seven (7) years' experience in conducting external project evaluations using different approaches and these will include non- traditional and innovative evaluation methods
- Expertise in gender, alternative livelihoods and human rights-based approaches to evaluation
- experience in conducting or managing evaluations, research or review of development programmes, and experience as main writer of an evaluation report.
- Experience in collecting qualitative and quantitative data
- A strong commitment to deliver timely and high-quality results, i.e. credible evaluation and report
- Strong team leadership and management track record
- Good interpersonal and communication skills, an ability to communicate with various stakeholders, and an ability to express ideas and concepts concisely and clearly;
- Good knowledge of the Extractive sector systems; a previous working experience in Sierra Leone will be an asset.

#### Language Requirement:

Fluency in written and spoken English and excellent writing skills

#### Important Note:

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

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

##### APPLICATION PROCESS<sup>1</sup>

###### Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template<sup>2</sup> provided by UNDP;
- b) CV and a Personal History Form (P11 form<sup>3</sup>);
- c) Brief description of approach to work/technical proposal of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) Financial Proposal that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
  - e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference "International Consultant **SDG-F End of Project Evaluation**" or by email at the following address **ONLY**: [procure.sle@undp.org](mailto:procure.sle@undp.org) by the dead line as advertised. Incomplete applications will be excluded from further consideration.

###### Note:

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

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

<sup>1</sup> Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

<sup>2</sup>

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

<sup>3</sup> [http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc)

## 5. FINANCIAL PROPOSAL

### PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone **all-inclusive<sup>4</sup>** lump sum contract amount when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

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

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 <sup>st</sup> Installment	Desk review, inception methodology for evaluation and field work (10 days);	Yes	20%
2 <sup>nd</sup> Installment	Preliminary Report and Validation of Preliminary Report (5 days);	Yes	40%
3 <sup>rd</sup> Installment	Feedback from key stakeholders and UNDP and Final Report (3 days)	Yes	40%

## 6. EVALUATION

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

### CRITERIA FOR SELECTING THE BEST OFFER

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

Applicants are reviewed based on Required Skills and Experience stated above and based on the technical evaluation criteria outlined below. Applicants will be evaluated based on cumulative scoring. When using this weighted scoring method, the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- Being responsive/compliant/acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial

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



criteria specific to the solicitation where technical criteria weighs 70% and Financial criteria/ Proposal weighs 30%.

**Technical evaluation - Total 70% (700 points):**

- Experience in multi-media communications expertise at the international level, preferably in a Development and or Government Communications/Media setting dynamics also in/for a developing country context (Maximum Points: 200).
- Knowledge and experience in producing and overseeing substantive inputs to information, education and communication products and documents; i.e. press releases, reports, speeches, briefing notes, tweets, research, policy and advocacy publications, banners, billboards, posters, radio scripts etc. on issues concerning development and governance (Maximum Points: 200).
- Evidence of broad knowledge of and experience in communicating across broad-spectrum of stakeholders to establish and maintain strong partnerships (Maximum Points: 50).
- Extensive experience in successfully establishing and maintaining websites and social media platforms for organizations/companies. (Maximum Points: 100).
- Highly developed communication and editing skills, including the ability to write concisely and clearly in English (*to be evaluated from original writing samples*) (Maximum Points: 150).

Criteria	Weight	Max. Point
<b>Technical Competence (based on CV, Proposal and interview (if required))</b>	<b>70%</b>	<b>700</b>
Relevant knowledge and qualification	10%	100
Language proficiency	10%	100
Relevant work experience particularly in the evaluation of Youths, gender and women's projects	10%	100
Knowledge of Sierra Leone extractive system	5%	50
Previous experience conducting evaluation in Sierra Leone	5%	50
Proposed evaluation methodology and design matrix	20%	200
Experience in collecting qualitative and quantitative data	10%	100

<p><b>Financial (Lower Offer/Offer*100)</b>  <b>Financial evaluation (total 30 points):</b></p> <p>All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: <math>p = y (\mu/z)</math> where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; <math>\mu</math> = price of the lowest priced proposal; z = price of the proposal being evaluated.</p>	<p><b>30%</b></p>	<p><b>300</b></p>	
<p><b>Total Score</b></p>	<p><b>Technical Score * 70% + Financial Score * 30%</b></p>		

  
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**Yona Samo**  
 Procurement Specialist

## **ANNEX**

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

**ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**TERMS OF REFERENCE**  
**FOR FINAL EVALUATION OF SDG-F JOINT PROGRAMMES**

## **1. General Context: the SDG-F**

The Sustainable Development Goals Fund is a development cooperation mechanism created in 2014 to support sustainable development activities through integrated and multidimensional Joint Programmes. It builds on the experience, knowledge, lessons learnt, and best practices of the MDG Fund and the MDG experience, while focusing on the fostering of sustainable development, public-private partnerships and gender and women's empowerment as cross-cutting priorities in all our areas of work. The SDG Fund aims to act as a bridge in the transition from MDGs to SDGs providing concrete experiences on how to achieve a sustainable and inclusive world as part of 'Agenda 2030 for Sustainable Development.'

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## 2) Livelihoods improved through diversified and inclusive economic opportunities

### 2.1. Local economy diversified through value chain development, increased entrepreneurship, economic productivity, and improved service delivery.

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by providing vocational training, building business skills, and offering seed capital and enterprise development to boost self-employment, both in urban and rural areas, based on gaps analyses.

#### **2.2. Economic opportunities for women increased to combat gender inequality**

Specific attention in creating economic opportunities by the programme will be directed towards women. Lack of access to decent work for women in Sierra Leone contributes to poverty and to gender-based discrimination. Key entry points for contributing to women's economic empowerment will be elaborated.

Acknowledging that women's economic empowerment requires transforming gender relations at all levels, men, diverse groups will be engaged to work towards gender equality, and to question violence and non-equitable versions of manhood. Women's groups will empower them to play more active roles in decision-making processes.

## **2. OVERALL GOAL OF THE EVALUATION**

To promote accountability, organizational learning, stocktaking of achievements, performance, impacts, good practices and lessons learnt from implementation towards SDGs.

## **3. KEY PROJECT OUTPUTS PRODUCED**

- j. Development of the Kono-Model Community Development Agreement
- k. Establishment and strengthening of community development committees; build capacity of members on project management
- l. Raising awareness of youths on extractive laws and Strengthening the advocacy skills of NGOs
- m. Strengthen the capacity of EPA to effectively manage and share monitoring data
- n. Constructed, stocked and supported youths to manage 8 poultry and 24 fish ponds
- o. Trained youths in vocational skills and supports with business development services
- p. Supported district level institutions & structures and NGOs to develop bylaws to control environmental degradation from artisanal mining
- q. Rehabilitated mined-out pits to restore site for other purposes
- r. Conducted studies to understand market issues, sources of conflict and grievances in mining communities.

## 4. SCOPE OF THE EVALUATION AND SPECIFIC OBJECTIVES

This final evaluation has the following **specific objectives**:

6. Measure to what extent the joint programme has contributed to solve the needs and problems identified in the design phase
7. To measure joint programme's degree of implementation, efficiency and quality delivered on outputs and outcomes, against what was originally planned or subsequently officially revised
8. Measure to what extent the joint programme has attained the results originally foreseen in their project document, M&E frameworks, etc.
9. To measure the impact of the joint programme on the achievement of the SDGs
10. To identify and document substantive lessons learnt and good practices on the specific topics of the thematic areas and crosscutting issues: gender, sustainability and public private partnerships

## 5. EVALUATION QUESTIONS

The evaluation will apply the OECD/DAC criteria: relevance, effectiveness, efficiency, impact and sustainability. Specific evaluations may include but are not limited to the following:

**Relevance:** The extent to which the objectives of a development intervention are consistent with the needs and interest of the people, the needs of the country and achieving the SDGs

- a) How has the joint programme contributed to solve the needs and problems identified in the design phase, in particular with reference to the baseline situation?
- b) To what extent was the joint programme aligned with national development strategies and the UNDAF/UNDAP?
- c) To what extent was joint programming the best option to respond to development challenges described in the programme document?
- d) To what extent are the objectives of the joint programme still valid in the context of national policy objectives and SDGs?
- e) To what extent have the implementing partners participating in the joint programme contributed added value to solve the development challenges stated in the programme document?

### ***5.1. Effectiveness: Extent to which the objectives of the development intervention have been achieved***

- a) To what extent did the joint programme attain the development outputs and outcomes described in the programme document?

- b) What good practices, success stories, lessons learnt and replicable experiences have been identified? Please describe and document them
- c) To what extent has the joint programme contributed to the advancement and the progress of fostering national ownership processes and outcomes (the design and implementation of National Development Plans, Public Policies, UNDAF, etc.)
- d) To what extent did the joint programme help to increase stakeholder/citizen dialogue and or engagement on development issues and policies?

### **5.2. *Efficiency: Extent to which resources/inputs (funds, time, human resources, etc.) have been turned into results***

- a) To what extent was the joint programme's management model (governance and decision-making structure, i.e. lead agency, Joint Programme Coordinator, Programme Management Committee and National Steering Committee, financial management and allocation of resources, i.e. one work plan, one budget) efficient in comparison to the development results attained?
- b) To what extent were joint programme's outputs and outcomes synergistic and coherent to achieve better results when compared to single-agency interventions? What efficiency gains/losses were there as a result?
- c) What type of work methodologies, financial instruments, business practices did the implementing partners use to promote/improve efficiency?
- d) What type of (administrative, financial and managerial) obstacles did the joint programme face and to what extent have these affected its efficiency?

### **5.3. *Impact – Positive and negative effects of the intervention on development outcomes, SDGs***

- a) To what extent and in what ways did the joint programme contribute to the SDGs?
- b) To what extent and in what ways did the joint programme contribute to the targeted cross-cutting issues: gender mainstreaming and women's empowerment, public private partnerships (PPPs) and sustainability at the local and national levels?
- c) What impact did the matching funds have in the design, implementation and results of the joint programme?
- d) To what extent did the joint programme have an impact on the targeted beneficiaries? Were all targeted beneficiaries reached? Which were left out?
- e) What unexpected/unintended effects did the joint programme have, if any?

#### **5.4. *Sustainability: Probability of the benefits of the intervention continuing in the long term***

- a) Which mechanisms already existed and which have been put in place by the joint programme to ensure results and impact, i.e. policy, policy coordination mechanisms, partnerships, networks?
- b) To what extent has the capacity of beneficiaries (institutional and/or individual) been strengthened such that they are resilient to external shocks and/or do not need support in the long term?
- c) To what extent will the joint programme be replicated or scaled up at local or national levels?

## **6. METHODOLOGICAL APPROACH**

This final evaluation will make use of:

- **All relevant secondary information sources**, such as reports, programme documents, internal review reports, programme files, strategic country development documents, evaluations and
- **Primary information sources** including: interviews, surveys, etc. to ensure participatory approach and appropriate consultation and engagement of stakeholders
- **Triangulating of information** to allow for validation and discern discrepancies

The methodology and techniques to be used in the evaluation should be described in the inception report and the final evaluation report, and should contain, at minimum, information on the instruments used for data collection and analysis, whether these be documents, interviews, field visits, questionnaires or participatory approaches.

## **7. EVALUATION DELIVERABLES**

The Evaluator will provide the following deliverables:

### **7.1. *Inception Report***

This report will be 10 to 15 pages in length and will propose the methods, sources and procedures to be used for data collection. It will also include a proposed timeline of activities and submission of deliverables. The desk study report will propose initial lines of inquiry about the joint programme this report will be used as an initial point of agreement and understanding between the Evaluator and the evaluation reference group. The report will follow this outline in Annex II:



## **7.2. *Draft Final Report***

The draft final report will follow the same format as the final report (described in the next paragraph) and will be 30-40 pages in length. See Annex III for the template.

## **7.3. *Final Evaluation Report***

The final report will be 30-40 pages in length. It will also contain an executive summary of no more than five pages that includes a brief description of the joint programme, its context and current situation, the purpose of the evaluation, its methodology and its major findings, conclusions and recommendations. The final report will be sent to the evaluation reference group. This report will follow the template and follow the outline as given in Annex III.

# **8. ROLES OF ACTORS IN THE EVALUATION – EVALUATION REFERENCE GROUP**

The main actors in the evaluation process are the UNDP country Office, the management team of the joint programme (UNDP/FAO), including the Joint Programme Manager, M&E Officer, in addition to the Programme Management Committee. This group of institutions and individuals will serve as the **evaluation reference group**. Its role will extend to all phases of the evaluation, including:

- Facilitating the participation of those involved in the evaluation design
- Identifying information needs, defining objectives and delimiting the scope of the evaluation
- Providing input on the evaluation planning
- Prepare **communication and dissemination plan**
- Providing input and participating in the drafting of the Terms of Reference
- Facilitating the Evaluator's access to all information and relevant documentation, as well as to key actors, stakeholders and informants
- Monitoring the quality of the process and deliverables generated
- Prepare **improvement/action plan** following the submission of the final evaluation report
- Disseminating the results of the evaluation, especially among the organizations and entities within their interest group

## 9. TIMELINE FOR THE EVALUATION PROCESS and PAYMENT TERMS

The detailed schedule of the evaluation and length of the assignment will be discussed with the Consultant prior to the assignment. The estimated duration of the assignment is up to 20 days and the tentative schedule is as follows:

4. Desk review, inception methodology for evaluation and field work (10 days);
5. Preliminary Report and Validation of Preliminary Report (5 days);
6. Feedback from key stakeholders and UNDP and Final Report (3 days)

Item No.	Description	Delivery Time	Percentage Payment
1	Desk review, inception methodology for evaluation and field work	10 days	20%
2	Preliminary Report and Validation of Preliminary Report	5 days	40%
3	Feedback from key stakeholders and UNDP and Final Report	3 days	40%

## 10. USE AND UTILITY OF THE EVALUATION

The evaluation reference group and any other stakeholders relevant for the joint programme will jointly design and implement a complete **communication and dissemination plan** to share the evaluation findings, conclusions and recommendations with the aim to advocate for sustainability, replicability, scaling up or to share good practices and lessons learnt at local, national or/and international level.

The **communication and dissemination plan** should at least aim to target all members of the NSC and PMC and other relevant stakeholders as necessary.

## 11. ETHICAL PRINCIPLES AND PREMISES OF THE EVALUATION

The evaluation of the joint programme is to be carried out according to ethical principles and standards established by the United Nations Evaluation Group (UNEG).

- **Anonymity and confidentiality** - the evaluation must respect the rights of individuals who provide information, ensuring their anonymity and confidentiality
- **Responsibility** - the report must mention any dispute or difference of opinion that may have arisen between the Evaluator and the Joint Programme in connection with the findings and/or recommendations. The team must corroborate all assertions, or disagreement with them noted
- **Integrity** - the Evaluator will be responsible for highlighting issues not specifically mentioned in the TOR, if this is needed to obtain a more complete analysis of the intervention
- **Independence** - the Evaluator should ensure his or her independence from the intervention under review, and he or she must not be associated with its management or any element thereof
- **Incidents** - if problems arise during the fieldwork, or at any other stage of the evaluation, they must be reported immediately to the SDG Fund contact at UNDP. If this is not done, the existence of such problems may in no case be used to justify the failure to obtain the results stipulated by the Secretariat in these terms of reference
- **Validation of information** - the Evaluator will be responsible for ensuring the accuracy of the information collected while preparing the reports and will be ultimately responsible for the information presented in the evaluation report
- **Intellectual property** - in handling information sources, the Evaluator shall respect the intellectual property rights of the institutions and communities that are under review
- **Delivery of reports** - if delivery of the reports is delayed, or in the event that the quality of the reports delivered is clearly lower than what was agreed, the penalties stipulated in these terms of reference will be applicable

## 12. TEAM COMPOSITION AND IMPLEMENTATION ARRANGEMENT

The Evaluation Team will include one team leader (an international consultant) and a national consultant. The presence of an international consultant is deemed desirable given the complexity and sensitivity of some of the issues concerned, and therefore to safeguard independence and impartiality of the evaluation.

the Consulting Team with support from UNDP Sierra Leone shall be responsible for setting up meetings with all key stakeholders of the project, both government and non-governmental organizations.

## 13. COMPETENCIES OF THE EVALUATOR(S)

The Consultants (1 international and 1 local-with the external consultant serving as lead consultant in the process) shall have the following skills and knowledge:

### **13.1. Skills**

- Must have acquired a master's degree in Natural Resource Management, Environmental Sciences, development studies or any related social science discipline.
- At least seven (7) years' experience in conducting external project evaluations using different approaches and these will include non- traditional and innovative evaluation methods
- Expertise in gender, alternative livelihoods and human rights based approaches to evaluation
- experience in conducting or managing evaluations, research or review of development programmes, and experience as main writer of an evaluation report.
- Experience in collecting qualitative and quantitative data
- A strong commitment to deliver timely and high-quality results, i.e. credible evaluation and report
- Strong team leadership and management track record
- Good interpersonal and communication skills, an ability to communicate with various stakeholders, and an ability to express ideas and concepts concisely and clearly;
- Good knowledge of the Extractive sector systems; a previous working experience in Sierra Leone will be an asset.

### **13.2. Local Knowledge:**

- Must have acquired a master's degree in Natural Resource Management, Environmental Sciences, development studies or any related social science discipline.
- Regional/Country experience and knowledge: in-depth knowledge of Sierra Leone
- Language proficiency: fluency in English and Sierra Leonean languages
- Should be experienced in the extractive sector or technical areas addressed by the evaluation.
- Should be an evaluation specialist and be experienced in using evaluation methodologies suitable for this project.

## 14. SELECTION AND SCORING OF APPLICANTS

The selection of the consulting team will be based on how their skills and competences sets match the criteria define in (12) above. The proposals for the short-listed candidates will be reviewed both technically and financially. The following is the basis for scoring each technical proposal:

No	Criteria	Score
1	Relevant knowledge and qualification	10
2	Language proficiency	10
3	Relevant work experience particularly in the evaluation of Youths, gender and women's projects	10
4	Knowledge of Sierra Leone extractive system	5
5	Previous experience conducting evaluation in Sierra Leone	5
6	Proposed evaluation methodology and design matrix	20
7	Experience in collecting qualitative and quantitative data	10
	Total	70
	Financial proposal accounting for 30% on the basis of price quoted	30
	Grand Total	100

## **ANNEXES**

### **I. Check List: Documents to be Reviewed**

The documents below should be provided by the evaluation reference group who will be responsible for compiling the complete list and collecting all the documents for timely submission to the Evaluator.

#### **SDG-F Context**

- SDG Fund TORs and Guidance for Joint Programme Formulation
- SDG Fund M&E strategy
- Communications and Advocacy Strategy
- Knowledge Management Strategy

#### **Programme-Specific Documents**

- Joint programme document and its annexes (annual work plan and budget, theory of change, integrated M&E research framework, performance monitoring framework, risk analysis matrix)
- Baseline and end line study (if any)
- Mid-term review report (if any)
- NSC and PMC minutes
- Exit strategy
- Biannual monitoring reports
- Financial information (MPTF)

#### **Other in-country documents or information**

- All assessments, reports and/or evaluations directly conducted/commissioned by the joint programme
- Relevant documents or reports on the SDGs at the local and national levels
- Relevant documents or reports on the implementation of the Paris Declaration and the Accra Agenda for Action in the country

### **II. Inception Report - Outline**

#### **0. Introduction**

#### **1. Background to the evaluation: objectives and overall approach**

2. Identification of main units and dimensions for analysis and possible areas for research
3. Main substantive interventions of the joint programme
4. Methodology for the compilation and analysis of the information
5. Criteria to define the mission agenda, including field visit

### **III. Draft/Final Evaluation Report - Outline**

1. Cover Page
2. Executive Summary – a brief description of the joint programme, its context and current situation, the purpose of the evaluation, its methodology and its main findings, conclusions and recommendations.
3. Introduction
  - a. Background, goal and methodological approach
  - b. Purpose of the evaluation
  - c. Evaluation methodology
  - d. Constraints and limitations of the study conducted
4. Description of the development interventions carried out
5. Detailed description of the development intervention undertaken: description and judgement on implementation of outputs delivered (or not) and outcomes attained as well as how the programme worked in comparison to the theory of change developed for the programme.
6. Levels of Analysis: Evaluation criteria and questions (all questions included in the TOR must be addressed and answered)
7. Conclusions and Lessons Learnt
8. Recommendations
9. Annexes



## **UNDP**

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

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

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

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

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

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

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

#### **4.0 ASSIGNMENT:**

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



## **5.0 SUB-CONTRACTING:**

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

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

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

## **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

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

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the

Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

**8.4.1** Name UNDP as additional insured;

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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

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

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

Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party

without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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

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

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

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

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

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

#### **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the

termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's

education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

**20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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



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

**23.0 AUTHORITY TO MODIFY:**

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