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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

International Consultant to conduct an evaluation of two thematic Rule of Law and Access to Justice projects.

(IC – International).

Date: March 19, 2019

Procurement Notice No.: SLE/ICPN/2019/003

Country: Sierra Leone

Description of the assignment: International Consultant to conduct an evaluation of two thematic Rule of Law and Access to Justice projects.

Name: Rule of Law and Access to Justice.

Period of assignment: 49 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 no later than **17:00 hours, on Friday March 29, 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 lack of access to justice was identified by the Sierra Leonean Truth and Reconciliation Commission (TRC) in 2004 as a key cause of Sierra Leone's 11-year civil war. In the aftermath of the conflict, a lack of trained staff and damaged infrastructure hampered the administration of justice and threatened the consolidation of peace. In the recovery phase therefore, donors provided logistical and infrastructural support to restore justice sector institutions severely destroyed or degraded during the war. The TRC findings led to a national consensus that reform of the justice sector is central to peace consolidation, and ultimately a vital ingredient for sustainable development in post-conflict Sierra Leone.

The US Department of State - Bureau of International Narcotics and Law Enforcement Affairs (US/INL) and UNDP have partnered since 2015 on two thematic projects that contribute to the strengthening of the justice and security sectors in Sierra Leone. One being the Promoting Transparency in Sierra Leone's Judiciary popularly known as 'Bail and Sentencing' project and the 'From Prisons to Corrections' project.

The Bail and Sentencing project brought together key justice and security stakeholders including government, independent institutions and non-governmental organisations in a technical working group led by the Judiciary of Sierra Leone to review the 2009 Bail Guidelines and draft sentencing regulations. The Working Group established the basis for close collaboration across the justice chain in enhancing case management, coordination and communication and seeking collective remedies to alleviate the vast backlog of criminal cases in the justice chain. At the same time, the UNDP commissioned capacity assessment with the senior management of the Sierra Leone Correctional Service (SLCS) revealed among other things that 98 inmates had died in custody in the last five years in the Freetown Male Correctional Facility alone and that all deaths were linked to highly treatable illnesses, resulting from poor conditions of detention. Concerns had equally been raised at the Human Rights Council's Universal Periodic Review of Sierra Leone with regards the excessive reliance on pre-trial detention and the lack of effective use of the existing bail policy, combined with the limited transparency and accountability in relation to the application of the 2009 Bail Guidelines by the Judiciary. Many countries called upon Sierra Leone to reduce prison overcrowding and improve the human rights situation of inmates through a reduction of lengthy pre-trial detention, amongst other measures.

The capacity assessment concluded that if the SLCS was to achieve its Strategic Plan and its overarching goals to reform the institution from a punitive into a rehabilitative model, to improve conditions of detention for the inmates and to ensure safety and security of inmates and staff, the institution needed technical and financial support. Based on the government's demonstrated commitment to the *bail and sentencing project*, the US/INL committed to providing technical and financial support to UNDP and the Correctional Service in the achievement of the *"From Prisons to Corrections" project*. The outcomes of the two projects are as follows:

A. **Promoting Transparency in Sierra Leone's Judiciary (Bail and Sentencing project)** 1 July 2015 – 31 December 2017 with the following two outcomes:

1. Sentencing and bail policies and guidelines adopted by the mandated judicial authorities;

2. Sentencing/ Bail guidelines are in place and consistently applied;
- B. Transforming from Prisons to Corrections** (1 October 2016 – 31 March 2019) with the following two specific outcomes:
1. Institutional capacity of Correctional Facilities is improved in accordance with international human rights standards for inmates and staff
 2. Capacity of Sierra Leone Correctional Services staff strengthened to ensure the welfare of inmates and the safety and security of society.

On this backdrop and in line with Corporate requirements for ensuring independent project evaluation, the UNDP Rule of Law Programme wishes to engage an international consultant to undertake a comprehensive evaluation of these two thematic Rule of Law projects. The consultant will engage with all key stakeholders - the Judiciary, Ministry of Justice, the Justice Sector Coordination Office, the SLCS and NGOs- to prepare an in-depth assessment followed by a validation presentation. This will ensure in-depth evaluation of achievement against targets, results and make recommendations for future UNDP rule of law programming.

2. DUTIES AND RESPONSIBILITIES

This evaluation will assess the collective performance of the two (2) projects “Bail and Sentencing” and “From the prisons to corrections”.

The evaluation will apply the evaluation criteria below by addressing the following questions:
Regarding the validity of the Design and Relevance: the extent to which the Project activities matched the priorities and policies of the target group, recipient and donor, the key questions will include:

- Did the Project respond to the real needs of the beneficiaries? Were the planned project objectives and intended results (i.e. outputs and outcomes) relevant and realistic to the situation and needs on the ground? Were the problems and needs adequately analyzed?
- Was the Project designed in a flexible way to respond to changes / needs that could occur during the implementation?
- Recommend (provide problem solving recommendations) specific objectives that should be addressed in future if the project was continued or components to be carried on in a subsequent programme.

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

- What were the development results (i.e. against planned outputs and outcomes) of interventions, considering the institutional development of the local and relevant national partners?
- Which aspects of the Projects had the greatest achievements? What were the supporting

factors? What are the main lessons learned from the partnership strategies and what are the possibilities of replication and scaling-up? How can the Project build or expand on achievements?

- To what extent UNDP's strategy, such as on partnerships or inter-programme collaboration, affected the efficiency of the interventions? What has been the added value of this partnership and collaboration?
- How have stakeholders been involved in Project implementation? How effective has the Project been in establishing ownership?
- To what extent has the project generated positive changes in the lives of targeted (and untargeted) women and girls in relation to the specific forms of violence addressed by the project?
- How has the role of UNDP added value to the project? If found relevant, how and in what areas should it be improved?
- To what extent was the project successful in advocating for legal and policy change towards increased respect for the rule of law and enhanced access to justice with a focus on protecting women's rights and promoting gender equality? In case the project was successful in setting up new policies and or laws, is the legal and policy change likely to be institutionalized and sustained?

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

- Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve the relevant outputs of the projects? Have resources been used efficiently?
- Were management capacities adequate?
- Assess the criteria and governance aspects related to the selection of beneficiaries and partners institutions, including NGOs.
- What are the key changes in the lives of those women and girls? Please describe the changes.

In assessing the impact and sustainability of the Project, the evaluation will look at the positive and negative changes produced by the Projects' development interventions, directly or indirectly, intended or unintended. This will involve the main impacts and effects resulting from the Projects' activities on the local social, economic, environmental and other development indicators. The focus will be on both intended and unintended results and will also include the positive and negative impact of external factors, such as changes in terms of economic, political and financial conditions.

On sustainability of the Projects will measure whether the benefits of the Project's activities will likely continue after donor funding has been withdrawn.

Some of the key questions will include:

- To what extent were sustainability considerations considered in the execution and conduct of the Projects' activities? Was there an exit strategy and, if so, what steps have been taken to

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

- Are the Project results, achievements and benefits likely to be durable? Are these anchored in national institutions and can the partners maintain them financially at the end of the Project?
- Can the Project approach and results be replicated and scaled up by national partners?
- How are the achieved results going to be sustained especially the positive changes generated by the project in the lives of beneficiaries including vulnerable groups such as women and girls?

To what extent coordination mechanisms were developed to strengthen coordination between IPs and between and between IPs and donors at national level?

Methodology of the assignment:

Based on UNDP guidelines for evaluations, UNEG norms and standards, ethical guidelines, and in consultations with UNDP Sierra Leone, the evaluation will be inclusive and participatory, involving all principle stakeholders into the analysis. The evaluation will consider the social, political and economic context which affects the overall performance of the outcome achievements. The evaluation will also incorporate cross-cutting themes, such as gender and human rights, into the evaluation, assessing how effective the projects were in promoting them. During the evaluation, the consultant is expected to apply the following approaches for data collection and analysis:

- Key informant interviews with UNDP Senior Management and Project Staff;
- Desk review of relevant documents including evaluation reports, project progress reports and any records of the various opinion surveys conducted during the life of the Project;
- Interviews with partners and stakeholders, government officials, service providers including CSO partners, Development Partners and/or Donors, strategic partners in the justice sector among others.
- Field visits
- Briefing and debriefing sessions with the RoL staff and Project Board members.

The **International Consultant** will undertake the following tasks:

- The consultant will receive all key project documents from the Rule of Law project team and will be expected to draft an inception report, detailing the methodology, approach and outcomes.
- With the support of the ROL team, carry out stakeholder consultations with targeted project beneficiaries including with CSOs/ NGOs and selected communities through presentations and focus group discussions.
- Draft the assessment report on the above-mentioned projects including reviewing project performance in achieving the outputs as per the project document, assessing the appropriateness of the project strategy, and document best practices, lessons learnt and recommendations that may be required for enhancing the relevance, sustainability and effectiveness of a future project.
- Following the preparation of the draft assessment, a one-day validation workshop will be organised, bringing together stakeholders involved in the consultations.

- The finalisation of the evaluation assessment incorporating inputs from stakeholders.

The consultant is expected to produce a detailed and costed workplan of proposed activities.

The evaluators will have latitude to design a detailed evaluation plan and an evaluation design matrix showing methods of addressing key evaluation questions. They will submit a short inception report that will describe:

- How they understood the programme theory of change in developing the evaluation plan
- The detailed evaluation plan, indicating the methods to be used and information sources to be looked at for each evaluation question.

Evaluation Criteria:

The end of project evaluation is a corporate requirement that UNDP is committed to undertaking to ensure transparency and relevance. The evaluation will be conducted efficiently, will determine the effectiveness of the projects, and the sustainability of the results, with an equal focus on both. This evaluation is being conducted at this time in order to determine the effect the overall projects have had on the justice sector landscape in terms of reforming the system. The evaluation will contribute to the future work of the RoL team, informing the design of a subsequent RoL programme that is aligned with the medium- and long-term development plans for Sierra Leone.

Organizational Setting and Reporting Lines

The consultant, with support from the Project Team, shall be responsible for setting up meetings with all key stakeholders of the project, both government and non-governmental organizations. The Rule of Law Programme Specialist will be the evaluation manager. The evaluator will report to the evaluation manager.

A reference group will be established to enhance the quality of evaluation. The group will provide overall quality assurance support and work closely with the evaluation manager in reviewing the terms-of-reference, the inception report and the draft report. The reference group will be made up of the Governance Programme Specialist, the PMSU Head and the Evaluation Manager.

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

Advanced university degree in law, political science, international development and/or related field

Experience:

- 12 -15 years of work experience in justice sector reform
- Expert knowledge and understanding of the specifics and developments of rule of law and access to justice, specifically experience in West Africa would be an advantage
- Previous experience in conducting human rights-based assessments Strong communication and interpersonal skills
- Excellent writing skills and proven ability to produce quality and analytical reports within the shortest period

Core and Functional Competencies:

Core

- Demonstrates integrity by modelling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of the Office of the President.
- Demonstrates tolerance and sensitivity to cultural, gender, religious, racial, regional and other differences;
- Treats all people fairly and without favouritism.

Functional

- Strong communication and interpersonal skills, ability to foster networks and partnerships
- Excellent negotiation and representational skills, at senior level (with international organizations and/or diplomatic missions);
- Displays analytical judgment and demonstrated ability to handle confidential and politically sensitive issues in a responsible and mature manner; and

Demonstrates strong intellectual and operational capacity in providing and coordinating advisory services to promote whole of government strategic communication.

Expected Output:

- An Inception Report will be developed, describing the evaluation plan, design matrix, methodology, work plan and proposed structure of the report.
- A draft evaluation reports.
- The consultant shall present the draft report to the Project Team and Senior Management and subsequently to the Project Board and Project stakeholders for validation.
- A Final report, including a 2-3 page executive summary, and with evidence-based conclusions on each of the evaluation objectives, as outlined above and lessons learned and key recommendations for future Justice/Rule of Law programmes in Sierra Leone. Annexes shall include, among others, the Terms of Reference for the evaluation as well as design matrix, theory of change, evaluation methodology and list of questions used during the interviews and list of key informants.

Language Requirement:

Fluency in written and spoken English

Documents to be analyse:

- Project Documents and reports
- Donor Reports
- Financial Reports
- Implementing partner reports
- Other supporting documents

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 PROCESS¹

Recommended Presentation of Proposal:

- a) **Letter of Confirmation of Interest and Availability** using the template² provided by UNDP;
- b) **CV and a Personal History Form (P11 form³)**;
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
 - e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address 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 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.

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

² <https://intranet.undp.org/unir/bom/psa/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

³ http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

5. FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone **all-inclusive⁴ lump sum contract amount** when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

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

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Installment	After adoption of the inception report (7days).	Yes	30%
2 nd Installment	After presentation of the draft report (3 days);	Yes	30%
3 rd Installment	After the approval of the 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 criteria specific to the solicitation where technical criteria weighs 70% and Financial criteria/ Proposal weighs 30%.

Technical evaluation - Total 70% (700 points):

- Methodology and approach to the consultancy (including a detailed workplan of proposed activities)

⁴ 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	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
Methodology and approach to the consultancy (including a detailed workplan of proposed activities)	20%	200
Work experience as related to the assignment (including experience in the Sub-region of Africa)	30%	300
Academic qualifications	20%	200
Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points): All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.	30%	300
Total Score	Technical Score * 70% + Financial Score * 30%	


Yona Samo
Procurement Specialist

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE

Consultancy:	International Consultant to conduct an evaluation of two thematic Rule of Law and Access to Justice projects.
Supervisor:	UNDP Rule of Law Programme Specialist, UNDP Sierra Leone
Starting Date:	1 April 2019
Duty Station:	Freetown
Located at:	UNDP
Duration:	49 working days

1. Background

The lack of access to justice was identified by the Sierra Leonean Truth and Reconciliation Commission (TRC) in 2004 as a key cause of Sierra Leone's 11-year civil war. In the aftermath of the conflict, a lack of trained staff and damaged infrastructure hampered the administration of justice and threatened the consolidation of peace. In the recovery phase therefore, donors provided logistical and infrastructural support to restore justice sector institutions severely destroyed or degraded during the war. The TRC findings led to a national consensus that reform of the justice sector is central to peace consolidation, and ultimately a vital ingredient for sustainable development in post-conflict Sierra Leone.

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The Bail and Sentencing project brought together key justice and security stakeholders including government, independent institutions and non-governmental organisations in a technical working group led by the Judiciary of Sierra Leone to review the 2009 Bail Guidelines and draft sentencing regulations. The Working Group established the basis for close collaboration across the justice chain in enhancing case management, coordination and communication and seeking collective remedies to alleviate the vast backlog of criminal cases in the justice chain. At the same time, the UNDP commissioned capacity assessment with the senior management of the Sierra Leone Correctional Service (SLCS) revealed among other things that 98 inmates had died in custody in the last five years in the Freetown Male Correctional Facility alone and that all deaths were linked to highly treatable illnesses, resulting from poor conditions of detention. Concerns had equally been raised at the Human Rights Council's Universal Periodic Review of Sierra Leone with regards the excessive reliance on pre-trial detention and the lack of effective use of the existing bail policy, combined with the limited transparency and accountability in relation to the application of the 2009 Bail Guidelines by the Judiciary. Many countries called upon Sierra Leone to reduce prison overcrowding and improve the human rights situation of inmates through a reduction of lengthy pre-trial detention, amongst other measures.

The capacity assessment concluded that if the SLCS was to achieve its Strategic Plan and its overarching goals to reform the institution from a punitive into a rehabilitative model, to improve conditions of detention for the inmates and to ensure safety and security of inmates and staff, the institution needed technical and financial support. Based on the government's demonstrated commitment to the *bail and sentencing project*, the US/INL

committed to providing technical and financial support to UNDP and the Correctional Service in the achievement of the *"From Prisons to Corrections"* project.

The outcomes of the two projects are as follows:

C. **Promoting Transparency in Sierra Leone's Judiciary (Bail and Sentencing project)** 1 July 2015 – 31 December 2017 with the following two outcomes:

3. Sentencing and bail policies and guidelines adopted by the mandated judicial authorities;
4. Sentencing/ Bail guidelines are in place and consistently applied;

D. **Transforming from Prisons to Corrections** (1 October 2016 – 31 March 2019) with the following two specific outcomes:

3. Institutional capacity of Correctional Facilities is improved in accordance with international human rights standards for inmates and staff
4. Capacity of Sierra Leone Correctional Services staff strengthened to ensure the welfare of inmates and the safety and security of society.

On this backdrop and in line with Corporate requirements for ensuring independent project evaluation, the UNDP Rule of Law Programme wishes to engage an international consultant to undertake a comprehensive evaluation of these two thematic Rule of Law projects. The consultant will engage with all key stakeholders - the Judiciary, Ministry of Justice, the Justice Sector Coordination Office, the SLCS and NGOs- to prepare an in-depth assessment followed by a validation presentation. This will ensure in-depth evaluation of achievement against targets, results and make recommendations for future UNDP rule of law programming.

2. Objectives

The main objective of this evaluation is to assess UNDP's contribution to the progress towards providing and sustaining justice and rule of law as pertains to both thematic projects in Sierra Leone as well as to inform the design of the new Rule of Law Project-2020-2023. Specific objectives of the evaluation include:

- Review the performance of the Project in achieving the outputs as per the two (2) Project Document and their contributions to outcome level goals;
- Assess the factors that have been affecting the outcome and its sustainability
- Assess UNDP's strategy used in making contribution to the outcome, including on the use of partnership
- Assess the appropriateness of the Projects strategies including its theory of change, implementation approach, and project institutional/ management arrangements
- Document best practices and lessons learned from the projects to feed into the next phase of the ROL programme cycle;
- Make clear and focused recommendations that may be required for enhancing the relevance, effectiveness, efficiency, impact and sustainability of a future programme.

3. Scope of work

This evaluation will assess the collective performance of the two (2) projects "Bail and Sentencing" and "From the prisons to corrections".

The evaluation will apply the evaluation criteria below by addressing the following questions:

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

- Did the Project respond to the real needs of the beneficiaries? Were the planned project objectives and intended results (i.e. outputs and outcomes) relevant and realistic to the situation and needs on the ground? Were the problems and needs adequately analyzed?
- Was the Project designed in a flexible way to respond to changes / needs that could occur during the implementation?
- Recommend (provide problem solving recommendations) specific objectives that should be addressed in future if the project was continued or components to be carried on in a subsequent programme.

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

- What were the development results (i.e. against planned outputs and outcomes) of interventions, considering the institutional development of the local and relevant national partners?
- Which aspects of the Projects had the greatest achievements? What were the supporting factors? What are the main lessons learned from the partnership strategies and what are the possibilities of replication and scaling-up? How can the Project build or expand on achievements?
- To what extent UNDP's strategy, such as on partnerships or inter-programme collaboration, affected the efficiency of the interventions? What has been the added value of this partnership and collaboration?
- How have stakeholders been involved in Project implementation? How effective has the Project been in establishing ownership?
- To what extent has the project generated positive changes in the lives of targeted (and untargeted) women and girls in relation to the specific forms of violence addressed by the project?
- How has the role of UNDP added value to the project? If found relevant, how and in what areas should it be improved?
- To what extent was the project successful in advocating for legal and policy change towards increased respect for the rule of law and enhanced access to justice with a focus on protecting women's rights and promoting gender equality? In case the project was successful in setting up new policies and or laws, is the legal and policy change likely to be institutionalized and sustained?

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

- Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve the relevant outputs of the projects? Have resources been used efficiently?
- Were management capacities adequate?

- Assess the criteria and governance aspects related to the selection of beneficiaries and partners institutions, including NGOs.
- What are the key changes in the lives of those women and girls? Please describe the changes.

In assessing the impact and sustainability of the Project, the evaluation will look at the positive and negative changes produced by the Projects' development interventions, directly or indirectly, intended or unintended. This will involve the main impacts and effects resulting from the Projects' activities on the local social, economic, environmental and other development indicators. The focus will be on both intended and unintended results and will also include the positive and negative impact of external factors, such as changes in terms of economic, political and financial conditions.

On sustainability of the Projects will measure whether the benefits of the Project's activities will likely continue after donor funding has been withdrawn.

Some of the key questions will include:

- To what extent were sustainability considerations considered in the execution and conduct of the Projects' activities? Was there an exit strategy and, if so, what steps have been taken to ensure sustainability and to what extent the exit strategy was successfully implemented and why?
- Are the Project results, achievements and benefits likely to be durable? Are these anchored in national institutions and can the partners maintain them financially at the end of the Project?
- Can the Project approach and results be replicated and scaled up by national partners?
- How are the achieved results going to be sustained especially the positive changes generated by the project in the lives of beneficiaries including vulnerable groups such as women and girls?

To what extent coordination mechanisms were developed to strengthen coordination between IPs and between and between IPs and donors at national level?

Methodology of the assignment:

Based on UNDP guidelines for evaluations, UNEG norms and standards, ethical guidelines, and in consultations with UNDP Sierra Leone, the evaluation will be inclusive and participatory, involving all principle stakeholders into the analysis. The evaluation will consider the social, political and economic context which affects the overall performance of the outcome achievements. The evaluation will also incorporate cross-cutting themes, such as gender and human rights, into the evaluation, assessing how effective the projects were in promoting them. During the evaluation, the consultant is expected to apply the following approaches for data collection and analysis:

- Key informant interviews with UNDP Senior Management and Project Staff;
- Desk review of relevant documents including evaluation reports, project progress reports and any records of the various opinion surveys conducted during the life of the Project;
- Interviews with partners and stakeholders, government officials, service providers including CSO partners, Development Partners and/or Donors, strategic partners in the justice sector among others.
- Field visits

- Briefing and debriefing sessions with the RoL staff and Project Board members.

The **International Consultant** will undertake the following tasks:

- The consultant will receive all key project documents from the Rule of Law project team and will be expected to draft an inception report, detailing the methodology, approach and outcomes.
- With the support of the ROL team, carry out stakeholder consultations with targeted project beneficiaries including with CSOs/ NGOs and selected communities through presentations and focus group discussions.
- Draft the assessment report on the above-mentioned projects including reviewing project performance in achieving the outputs as per the project document, assessing the appropriateness of the project strategy, and document best practices, lessons learnt and recommendations that may be required for enhancing the relevance, sustainability and effectiveness of a future project.
- Following the preparation of the draft assessment, a one-day validation workshop will be organised, bringing together stakeholders involved in the consultations.
- The finalisation of the evaluation assessment incorporating inputs from stakeholders.

The consultant is expected to produce a detailed and costed workplan of proposed activities.

The evaluators will have latitude to design a detailed evaluation plan and an evaluation design matrix showing methods of addressing key evaluation questions. They will submit a short inception report that will describe:

- How they understood the programme theory of change in developing the evaluation plan
- The detailed evaluation plan, indicating the methods to be used and information sources to be looked at for each evaluation question.

Evaluation Criteria:

Evaluation Item	% Score
Methodology and approach to the consultancy (including a detailed workplan of proposed activities)	20%
Work experience as related to the assignment (including experience in the Sub-region of Africa)	30%
Academic qualifications	20%
Financial proposal	30%

4. Organizational Setting and Reporting Lines

The consultant, with support from the Project Team, shall be responsible for setting up meetings with all key stakeholders of the project, both government and non-governmental organizations. The Rule of Law Programme Specialist will be the evaluation manager. The evaluator will report to the evaluation manager.

A reference group will be established to enhance the quality of evaluation. The group will provide overall quality assurance support and work closely with the evaluation manager in reviewing the terms-of-reference, the inception report and the draft report. The reference group will be made up of the Governance Programme Specialist, the PMSU Head and the Evaluation Manager.

5. Scope of Price Proposal and Schedule of Payments		
The consultant shall be paid the consultancy fee upon completion of the following milestones:	Timeframe	% of Payment
After adoption of the inception report	7 days	30%
After presentation of the draft report	30 days	30%
After the approval of the final report	3 days	40%
6. Competencies		
Core and Functional Competencies	<p><i>Core</i></p> <ul style="list-style-type: none">• Demonstrates integrity by modelling the UN's values and ethical standards;• Promotes the vision, mission, and strategic goals of the Office of the President.• Demonstrates tolerance and sensitivity to cultural, gender, religious, racial, regional and other differences;• Treats all people fairly and without favouritism. <p><i>Functional</i></p> <ul style="list-style-type: none">• Strong communication and interpersonal skills, ability to foster networks and partnerships• Excellent negotiation and representational skills, at senior level (with international organizations and/or diplomatic missions);• Displays analytical judgment and demonstrated ability to handle confidential and politically sensitive issues in a responsible and mature manner; and Demonstrates strong intellectual and operational capacity in providing and coordinating advisory services to promote whole of government strategic communication.	
7. Required Skills and Qualification		
Education	Advanced university degree in law, political science, international development and/or related field.	

Experience	<ul style="list-style-type: none"> • 12 -15 years of work experience in justice sector reform • Expert knowledge and understanding of the specifics and developments of rule of law and access to justice, specifically experience in West Africa would be an advantage • Previous experience in conducting human rights-based assessments Strong communication and interpersonal skills • Excellent writing skills and proven ability to produce quality and analytical reports within the shortest period
Expected outputs	<ul style="list-style-type: none"> • An Inception Report will be developed, describing the evaluation plan, design matrix, methodology, work plan and proposed structure of the report. • A draft evaluation report. • The consultant shall present the draft report to the Project Team and Senior Management and subsequently to the Project Board and Project stakeholders for validation. • A Final report, including a 2-3 page executive summary, and with evidence-based conclusions on each of the evaluation objectives, as outlined above and lessons learned and key recommendations for future Justice/Rule of Law programmes in Sierra Leone. Annexes shall include, among others, the Terms of Reference for the evaluation as well as design matrix, theory of change, evaluation methodology and list of questions used during the interviews and list of key informants.
Language Proficiency	Fluency in written and spoken English
Other	Immediate availability for the indicated period
Documents to be analysed	<ul style="list-style-type: none"> • Project Documents and reports • Donor Reports • Financial Reports • Implementing partner reports • Other supporting documents
<p>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.</p>	
<p>Time-Frame for the Evaluation Process</p> <p>The evaluation will be conducted in April 2019 for an estimated 49 working days. With support from the CO, the consultant will be required to prepare a table with tasks, timelines and deliverables, for which the consultants will be responsible and accountable, as well as those involving the CO indicating for each, who is responsible for its completion.</p>	

How to apply

Candidates should apply by presenting the following documents:

Letter of Confirmation of Interest and Availability using the template provided by UNDP;

Personal CV or P11, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;

Brief description of why the individual considers him/herself as the most suitable for the assignment,

Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

Selection criteria:

Submissions will be evaluated in consideration of the Evaluation Criteria as stated above: The offer will be evaluated by using the Best value for money approach (combined scoring method). Technical proposal will be evaluated on 70% whereas the financial one will be evaluated on 30%.



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.