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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

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International Consultant (IC) – External Evaluation of the Peacebuilding Fund (PBF) project “Conflict prevention and mitigation during electoral cycle in Sierra Leone”

(IC – International).

Date: May 14, 2019

Procurement Notice No.: SLE/ICPN/2019/004

Country: Sierra Leone

Description of the assignment: International Consultant External Evaluation of the Peacebuilding Fund (PBF) project “Conflict prevention and mitigation during electoral cycle in Sierra Leone”

Name: “Conflict Prevention and Mitigation (CPM) during electoral cycle in Sierra Leone”.

Period of assignment: 30 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 Thursday May 30, 2019 (West African Time).**

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 United Nations Development Programme (UNDP) in Sierra Leone in collaboration with development partners and civil society organizations, supported the Government of Sierra Leone (GoSL) and relevant institutions to conduct elections in 2018. The support was channeled through the “*Conflict Prevention and Mitigation (CPM) during the electoral cycle*” project. The applicable Project Document (ProDoc) was signed by the Ministry of Internal Affairs (MIA) in April 2017. The project operationally started June 2017 and ended March 2019.

In accordance with UNDP and donor Monitoring and Evaluation (M&E) policies and procedures, the project is required to undergo a Terminal Evaluation (TE) upon completion of implementation. These terms of reference (TOR) set out the expectations for a TE of the project.

UNDP wishes to engage the services of an **International Consultant (IC)** to conduct a Terminal Evaluation of the project. The IC will be required to assess all activities undertaken within the framework of the project including comparing planned to actual outputs and assessing the actual results to determine their contribution to the attainment of the project objectives. The consultant will also attempt to evaluate the efficiency of project management, including the delivery of outputs and activities in terms of quality, quantity, timeliness and cost efficiency as well as features related to the process involved in achieving those outputs and the impacts of the project. The evaluation will also address the underlying causes and issues contribution to targets not adequately achieved.

Project description

The details of the project to be evaluated are as follows:

Project Summary:			
Project title: Conflict prevention and mitigation during electoral cycle in Sierra Leone.			
PBF project No:	00105794	Donor (at endorsement):	Peace Building Fund (PBF): US\$ 2,764,398 (June 2017 - March 2019)
DFID project No:	203878-106	Co-financing:	Canada: US\$ 401,517 (Jan - Mar.2018); DFID: US\$ 1,872,675 (Sept. 2017 - June 2018) Total Budget: US\$ 5,038,590
Canada Agreement No:	7383741		
UNDP Atlas Award ID:	00077436	Pro Doc signature (start date):	01 June 2017
UNDP Atlas Project ID:	00105765		
Participating UN Organizations:	UNDP and OHCHR	Closing Date (operational):	Initial: 31 December 2018 Current: 31 March 2019 (including 3 months No Cost Extension) Total duration: 18 Months
Lead national counterpart:	Ministry of Internal Affairs		

Implementation Partners: Office of the Vice President, Ministry of Political and Public Affairs (MPPA), Office of National Security (ONS), Judiciary, Sierra Leone Police (SLP), Political Parties Registration Committee (PRRC), Legal Aid Board (LAB), Human Rights Commission (HRC-SL), National Commission for Democracy (NCD), BBC Media Action, Media Reform Coordination Group (MRCG), Women's Forum, West African Network for Peacebuilding (WANEP), Campaign for Good Governance (CGG), Fambul Tok, National Election Watch (NEW), Institute for Governance Reform (IGR), and Kono District Youth Council (KDYC).

The Project involves the implementation of a range of interconnected activities across several target institutions, including Ministries, Departments and Agencies (MDAs) and Civil Society Organizations.

The project covered three phases:

Phase 1: The induction phase which focused on establishing the management structure, providing support to the training of trainers, re-activating and equipping the situation rooms and the recruitment of staff and consultants.

Phase 2: The implementation phase which focused on the full rollout of the project.

Phase 3: The concluding stages which focused on post-election activities, mid-term and terminal evaluations, audit and lessons learned.

Project objectives and outcomes

The overall objective of the project was to: support the building of a peaceful and secure environment during the 2018 electoral process through preventive and mitigating measures. The project aimed at contributing towards realization of two outcomes: *Outcome one (1)*: enhanced political dialogue, peace advocacy and violence prevention throughout the electoral cycle; and *outcome two (2)*: promotion of public security, civil protection, human rights and strong national and local capacities for resolving disputes and building peace.

2. DUTIES AND RESPONSIBILITIES

Evaluation products (key deliverables)

The evaluator will be accountable for delivery of the following key outputs and products:

- (a) **Evaluation inception report:** This should be prepared before field mission and should detail evaluators' understanding of the evaluation process. The report should include a proposed schedule of tasks, activities and deliverables, designated responsibilities for each task/product. It should also reflect all substantive and logistical issues to be addressed to ensure the success of the evaluation. The consultant will provide the workplan and schedule to be followed throughout the assignment.
- (b) **Data Collection:**
 - Data collection and field visits as per agreed methodology.
 - Presentation of preliminary findings.
- (c) **Draft evaluation report:** The project team, Evaluation Reference Group (ERG) members and key stakeholders should review and provide input to the draft report to ensure that it meets the required quality criteria and standards.
- (d) **Presentation of the findings:** The key findings of the evaluation should be presented to relevant stakeholders in a joint meeting to obtain participatory comments from them. A brief progress report should be submitted during consultancy detailing: activities and tasks completed to date, any challenges faced, any adjustments made in response to challenges, any deviations from timeline and explanations for deviations and any other risks and issues
- (e) **Final evaluation report:** A standalone document of approximately 30-40 pages (excluding any annexes/attachments) that substantiates its recommendations and conclusions. The report will include mainly the following:
 - A detailed record of consultations with stakeholders to be provided as part of the information gathered by the evaluator, as an annex to the main report,
 - If there are any significant discrepancies between the impressions and findings of the evaluation team and stakeholders these should be explained in an Annex to be attached to the final report,
 - A Monitoring Effectiveness Tracking Tool (METT) with evaluators comments.

The evaluation report must provide **evidence-based information** that is credible, reliable and useful. The evaluator is expected to follow a participatory and consultative approach ensuring close engagement with government counterparts, donor focal points, UNDP Country Office, project team and other key stakeholders including Ministries, Departments and Agencies (MDAs) and project Implementation Partners (IPs). The evaluator is expected to conduct a field mission to the provinces in Sierra Leone to meet and interact with beneficiaries and field-based actors.

Management arrangements for the evaluation.

The projects' Chief Technical Specialist (CTS) is the evaluation manager who will manage day-to-day responsibilities of the evaluation and play the central role of connecting the other key players. An evaluation reference group will be constituted comprising of key stakeholders and will work closely with the evaluation manager to guide the evaluation process and provide guidance throughout.

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

A Master's degree in Social Sciences, Law, Public Policy, Political Science, Peace Studies or related field. A combination of a Bachelors' degree with an additional 8 years of relevant work experience may be accepted in lieu of the Masters' degree.

Experience:

Required skills and experience

The Consultant must have demonstrated expertise and experience in advanced techniques of conducting evaluation and quantitative & qualitative research. More specifically, the consultants must be an established leader in social research with demonstrated experience in;

- (i) Designing qualitative and quantitative research methods and sampling strategies, especially with respect of gender sensitive approach.
- (ii) Designing and conducting similar evaluations particularly in peace-building, gender equity promotion and youth empowerment promotion initiatives related projects with national and international organizations.
- (iii) Statistical analysis with strong proficiency in data analysis packages such as SPSS, excel, or NVivo.
- (iv) Conducting evaluations, social research studies and impact studies, preferably on peace-building, reconciliation, promotion of coexistence and harmony, gender promotion and youth promotion initiatives projects.
- (v) Excellent communication and written skills in English

Competencies

- Good listening skills
- Strong drafting skills
- Ability to discuss sensitive topics at any level, from village to provincial to ministerial stakeholders using various public platforms
- Familiarity with current government policy and strategy in terms of reparations
- Ability to work as part of a multi-sectoral, cross-cultural team
- A sound comprehension of conflict and gender sensitivities
- Excellent communication skills (both written and oral), with fluency in English
- Focuses on impact and results for the client and responds positively to feedback

Professional Experience:

- Proven record of conducting similar assessments
- At least 8 years' experience in peace building and conflict resolution activities.

- Experience dealing with UN agencies, non-profits or advocacy campaigns
- Demonstrated ability to work independently and adhere to deadlines

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 form)**³;
- 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 External Evaluation of the Peacebuilding Fund (PBF) project “Conflict prevention and mitigation during electoral cycle in Sierra Leone”**” 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/unit/bom/psd/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	Following submission and approval of <u>inception report</u> and its acceptance by projects' CTS	Yes	20%
2 nd Installment	Following submission of the <u>draft evaluation Report</u> and its acceptance by UNDP CTS;	Yes	40%
3 rd Installment	Following submission and approval of <u>final evaluation report</u> by the projects' CTS and UNDP CO.	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%.

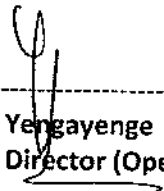
Technical evaluation - Total 70% (700 points):

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

The technical evaluation will include the following:

- Background and minimum educational qualification as defined above-10%
- Methodology and approach to the Consultancy – 10%
- Practical previous experience relevant to the TOR - 20%
- Substantial professional knowledge and experience in the field of advanced techniques of conducting evaluation and quantitative & qualitative research. More specifically, the consultant must be an established leader in social research with demonstrated experience mentioned under 4(i) – 4(v) above -30%

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
1. Background and minimum educational qualification as defined above-10%	10%	100
2. Methodology and approach to the Consultancy – 10%	10%	100
3. Practical previous experience relevant to the TOR - 20%	20%	200
4. Substantial professional knowledge and experience in the field of advanced techniques of conducting evaluation and quantitative & qualitative research. More specifically, the consultant must be an established leader in social research with demonstrated experience mentioned under 4(i) – 4(v) above -30%	30%	300
Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points):	30%	300
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.		
Total Score	Technical Score * 70% + Financial Score * 30%	



 Carine Yengayenge
 Deputy Country Director (Operations)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



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TERMS OF REFERENCE

for independent **Terminal Evaluation (TE)** for the UNDP Sierra Leone project
“Conflict Prevention and Mitigation (CPM) during electoral cycle in Sierra Leone”.

Country:	Sierra Leone
Job title:	International Consultant (IC) – External Evaluation of the Peacebuilding Fund (PBF) project “Conflict prevention and mitigation during electoral cycle in Sierra Leone”
Reports to:	International Project Manager PBF
Type of Contract:	Individual Contract (Consultant)
Language(s) Required:	English
Expected duration:	June / July 2019: Approximate duration of 30 working days or 1 ½ months comprising of: Initial home-based (5 days) + one field mission to Freetown, Sierra Leone (20 days) + home based (5 days).
Deadline for application:	Thursday 30 May 2019 by 17:00 hours (West Africa Time)

1. Background

The United Nations Development Programme (UNDP) in Sierra Leone in collaboration with development partners and civil society organizations, supported the Government of Sierra Leone (GoSL) and relevant institutions to conduct elections in 2018. The support was channelled through the “*Conflict Prevention and Mitigation (CPM) during the electoral cycle*” project. The applicable Project Document (ProDoc) was signed by the Ministry of Internal Affairs (MIA) in April 2017. The project operationally started June 2017 and ended March 2019.

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Project objectives and outcomes

The overall objective of the project was to: support the building of a peaceful and secure environment during the 2018 electoral process through preventive and mitigating measures. The project aimed at contributing towards realization of two outcomes: *Outcome one (1)*: enhanced political dialogue, peace advocacy and violence prevention throughout the electoral cycle; and *outcome two (2)*: promotion of public security, civil protection, human rights and strong national and local capacities for resolving disputes and building peace.

2. Evaluation scope and objectives

The evaluation presents an excellent opportunity to assess PBF's achievements in an inclusive way and its overall added value to peacebuilding in Sierra Leone in the areas of electoral support, peacebuilding, conflict mitigation and social cohesion. The evaluation will not only help to better understand how the PBF project has progressed against its intended results, but also help inform future potential contributions of the UN Peacebuilding Fund to Sierra Leone.

Three main elements to be evaluated are Delivery, Implementation and Finances. Each component will be evaluated using the criteria: relevance, effectiveness, efficiency and sustainability.

(a) Implementation approach

- Review the project efficiency, including its implementation strategy, institutional arrangements as well as its management and operational systems and value for money;
- Review the clarity of roles and responsibilities of the various individuals, agencies and institutions and the level of coordination between relevant players, including between UN Projects. Assess the level to which the AWP and performance indicators were used as project management tools;
- Evaluate any partnership arrangements established for implementation of the project with relevant stakeholders involved in the country /region;
- Describe and assess the efforts of UNDP and other stakeholders in support of the implementation partners, regional and national institutions;
- Make recommendations as to how to improve future projects' performance in terms of effectiveness and efficiency in achieving impact on institutional and capacity development and the targeted concerns.
- Make assessment of the project's management of risk.

(b) Stakeholder participation and benefits accrued

- Assess the extent to which the representatives of the country (including MDAs, civil society, local communities etc.) were actively involved in project implementation and comment as to whether the scope of their involvement has been appropriate given the broader goals and objectives of the project;
- Review and evaluate the extent to which project benefits have reached and contributed to peaceful elections.
- Assess how inclusive the benefits of the programme were – both in terms of reaching marginalised groups, as well as in terms of geographic spread

(c) Relevance and timeliness

- Assess the relevance and appropriateness of the project in terms of: addressing the most relevant peacebuilding issues, identifying and undertaking the right interventions during the electoral process, alignment with the priorities of the Government of Sierra Leone, the project's ability in supporting sustaining peace priorities and addressing cross-cutting issues such as gender and human rights in Sierra Leone.

(d) Sustainability

- Assess to what extent phase - II of the project (henceforth referred to as “the PBF Project”) has made a concrete contribution in terms of building and consolidating peace in Sierra Leone and to the SDGs particularly SDG 16 & 5 and provide clear supporting evidence;
- Assess the likelihood of continuation of project outcomes/benefits after completion of the conflict prevention and mitigation funding; and describe the key factors that will require attention to improve prospects for sustainability of project outcomes. Factors of sustainability that should be considered include: institutional capacity (systems, structures, staff, expertise, etc.) social sustainability, and policy and regulatory frameworks that further the project objectives, financial sustainability.
- Document good practices, innovations and lesson learnt. Provide concrete and actionable recommendations for future programming.

(e) Replication Approach

- Describe main lessons that have emerged in terms of strengthening: ownership; stakeholder participation; capacity building; application of adaptive management strategies; the role of M&E in project implementation. In describing all lessons learned emphasis should be made on those lessons applicable to this project.
- Make recommendations on how the lessons and experience can be incorporated into similar initiatives in the future as well as shared and disseminated.

(f) Financial Planning

- Assess the financial control systems, including reporting and planning, that allowed the project management to make informed decisions regarding the budget;
- Assess the extent to which the flow of funds had been proper and timely from UNDP;
- Evaluate the extent of due diligence in the management of funds and financial expenditures.

(g) Cost effectiveness

- Assess the extent to which the project has completed the planned activities and met or exceeded the expected outcomes according to schedule and as cost effectively as initially planned.

(h) Monitoring and Evaluation

- Assess utilization of project's results based-monitoring systems and implementation of monitoring and evaluation plans including any adaptation to changing conditions (adaptive management) – and specifically, assess whether the lessons, insights and recommendations of the mid-term evaluation were applied successfully to re-direct the project.

Evaluation approach and method

The evaluator is expected to frame the evaluation effort using the **relevance, effectiveness, efficiency, and sustainability** criteria. The evaluation will consider the overall performance of the PBF Project's support considering the project's result framework and other strategic priorities spelled out in project document. The broad questions to be answered are based on the OECD DAC evaluation criteria and the UN Evaluation Group standards (including those on gender mainstreaming), which have been adapted to the context at hand as follows:

Relevance and Appropriateness:

- Was the project relevant, appropriate and strategic to the main peacebuilding goals and challenges in the country at the time of the PBF Project's implementation?
- Was the project relevant to UN's Peacebuilding mandate and UN SDGs, particularly SDG 16 & 5?
- To what extent are the interventions relevant to the needs and priorities of the target groups/beneficiaries?
- How relevant & responsive has the PBF project been to supporting peacebuilding priorities in Sierra Leone?
- What was the relevance of the proposed 'theory of change' for the PBF Project?
- To what extent did the PBF project respond to peacebuilding gaps?
- To what extent did the PBF project help address women's involvement in peace building & promotion of social cohesiveness and decision-making processes to strengthened peace building and social cohesiveness in Sierra Leone.

Efficiency:

- To what extent did PBFs' project support achieve the results in its proposed timeline?
- How efficient was the overall staffing, planning and coordination within the project (including between the two implementing agencies and with stakeholders? Have project funds and activities been delivered in a timely manner?
- How efficient and successful was the project's implementation approach, including procurement and other activities?
- How efficiently did the project use the steering committee?

- How well did the project collect and use data to monitor results? How well did it communicate with stakeholders and project beneficiaries on its progress? Did it use data to inform its implementation strategy?
- How well did the project communicate on its implementation and results?
- Overall, did the PBF project provide value for money? Have resources been used efficiently?
- To what extent the PBF (Phase-II) project ensured synergies within different programmes of UN agencies and other implementing organizations and donor with the same portfolio?
- Did the PBF Project make attempts and manage to ensure catalytic results, including unblocking important processes through its interventions and bringing in funding and support from other sources to its activities, areas of support and beneficiaries?

Effectiveness:

- To what extent did the PBF Project achieve its intended outcomes and contribution to strategic vision?
- To what extent did the PBF Project mainstream a gender dimension and support gender-responsive peacebuilding?
- How effective and clear was the PBF Project’s targeting strategy in terms of geographic and beneficiary targeting?
- To what extent did the PBF Project complement work with different entities, especially with UNDP and UN WOMEN, and have a strategic coherence of approach?
- How have stakeholders have been involved in the programme’s design and implementation?
- How was the program monitored and reviewed?

Impact/Sustainability/Ownership:

- To what extent did the PBF Project contribute to the broader strategic outcomes identified in the country level strategic plans and policies?
- Did the intervention design include an appropriate sustainability and exit strategy (including promoting national/local ownership, use of national capacity etc.) to support positive changes in peacebuilding in Sierra Leone after the end of the project?
- How strong is the commitment of the Government and other stakeholders to sustaining the results of PBF support and continuing initiatives, especially women’s participation in decision making processes, supported under PBF Project?
- How has the project enhanced and contributed to the development of national capacity in order to ensure suitability of efforts and benefits?

A set of questions fine-tuned to the context should be drafted and submitted with the inception report for input and approval. The evaluator is expected to amend, complete it as part of an evaluation inception report, and shall include it as an annex to the final report.

Methodology:

The evaluation will be summative and will employ a participatory approach whereby discussions with and surveys of key stakeholders provide/ verify the substance of the findings. Proposals submitted by prospective consultants should outline a strong mixed method approach to data collection and analysis,

clearly noting how various forms of evidence will be employed vis-à-vis each other to triangulate gathered information.

Proposals should be clear on the specific role each of the various methodological approaches plays in helping to address each of the evaluation questions. The methodologies for data collection may include but not necessarily be limited to:

- Rigorous desk review of documentation supplied by country PBF team (UNDP & UN WOMEN) including: Project documents, evaluation of PBF (Phase-I), project reports, key intervention reports and policies, minutes of project board meetings and Government Peace Building meetings etc.
- Key informant interviews and focus group discussions, as appropriate, with major stakeholders including country PBF team, officials from key ministries, representatives of Civil Society Organizations, Community Leaders (females & males) etc.
- Survey of key stakeholders, if relevant.

3. Evaluation products (key deliverables)

The evaluator will be accountable for delivery of the following key outputs and products:

- (f) **Evaluation inception report:** This should be prepared before field mission and should detail evaluators' understanding of the evaluation process. The report should include a proposed schedule of tasks, activities and deliverables, designated responsibilities for each task/product. It should also reflect all substantive and logistical issues to be addressed to ensure the success of the evaluation. The consultant will provide the workplan and schedule to be followed throughout the assignment.
- (g) **Data Collection:**
 - Data collection and field visits as per agreed methodology.
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- (h) **Draft evaluation report:** The project team, Evaluation Reference Group (ERG) members and key stakeholders should review and provide input to the draft report to ensure that it meets the required quality criteria and standards.
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- (j) **Final evaluation report:** A standalone document of approximately 30-40 pages (excluding any annexes/attachments) that substantiates its recommendations and conclusions. The report will include mainly the following:

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- If there are any significant discrepancies between the impressions and findings of the evaluation team and stakeholders these should be explained in an Annex to be attached to the final report,
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Management arrangements for the evaluation.

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4. Required skills and experience

The Consultant must have demonstrated expertise and experience in advanced techniques of conducting evaluation and quantitative & qualitative research. More specifically, the consultants must be an established leader in social research with demonstrated experience in;

- (vi) Designing qualitative and quantitative research methods and sampling strategies, especially with respect of gender sensitive approach.
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- (viii) Statistical analysis with strong proficiency in data analysis packages such as SPSS, excel, or NVivo.
- (ix) Conducting evaluations, social research studies and impact studies, preferably on peace-building, reconciliation, promotion of coexistence and harmony, gender promotion and youth promotion initiatives projects.
- (x) Excellent communication and written skills in English

Competencies

- Good listening skills
- Strong drafting skills

- Ability to discuss sensitive topics at any level, from village to provincial to ministerial stakeholders using various public platforms
- Familiarity with current government policy and strategy in terms of reparations
- Ability to work as part of a multi-sectoral, cross-cultural team
- A sound comprehension of conflict and gender sensitivities
- Excellent communication skills (both written and oral), with fluency in English
- Focuses on impact and results for the client and responds positively to feedback

Academic qualifications:

- A Master’s degree in Social Sciences, Law, Public Policy, Political Science, Peace Studies or related field. A combination of a Bachelors’ degree with an additional 8 years of relevant work experience may be accepted in lieu of the Masters’ degree.

Professional Experience:

- Proven record of conducting similar assessments
- At least 8 years’ experience in peace building and conflict resolution activities.
- Experience dealing with UN agencies, non-profits or advocacy campaigns
- Demonstrated ability to work independently and adhere to deadlines

In addition to the above criteria, the terminal evaluation international consultant should be aware of and conduct the evaluation in accordance to the UNEG ethical guideline for evaluation to ensure the credibility and integrity of the evaluation process and products.

This is available here: <http://www.unevaluation.org/document/download/548>

5. Timeframe for the evaluation process

Below is the recommended duration of the assignment. The detailed schedule will be finalized with the consultant prior to the assignment. The estimated duration of the assignment is up to 30 working days and the tentative schedule is as follows:

Deliverable	Timing	Actual date
Preparation (home-based)	Recommended: 5 days	TBD
Evaluation mission and draft evaluation report (field-based)	Recommended: 20 days	TBD
Final report (home-based)	Recommended: 5 days	TBD
TOTAL	30 days	

6. Payment modalities

The schedule and percentage payments will follow the timelines of the below-mentioned deliverables:

Payment flow	Milestone
First payment (20%)	Following submission and approval of <u>inception report</u> and its acceptance by projects' CTS;
Second payment (40%)	Following submission of the <u>draft evaluation Report</u> and its acceptance by UNDP CTS;
Third and final payment (40%)	Following submission and approval of <u>final evaluation report</u> by the projects' CTS and UNDP CO.

Payments will be made only upon confirmation of project's CTS on delivering on the contract obligations in a satisfactory manner. The review and approval of all payments will be made by the CTS.

7. Submission process

The application should contain:

- i) **Cover letter** explaining why you are the most suitable candidate for the assignment, a description of your understanding of the consultancy assignment, a summary of the comments on the TOR, and a brief methodology on the proposed approach and conduct of the required work,
- ii) **Confirmation of Interest** document (template attached),
- iii) **Updated and signed P-11 along with your CV** to include qualifications/competencies and relevant experience in similar projects and contact details of at least 2 professional referees who can certify your competencies, professionalism, quality of writing, presentation and overall suitability to this TOR,
- iv) Individual consultants will be evaluated based on a combination of factors including cover letter, credentials on offer and an interview (optional). and the offer which gives the best value for money for the UNDP.
- v) A duly filled financial proposal attached to the last page of the CV along with all other required documentation above.

Note: Consultants are responsible for ensuring they have any necessary **vaccinations/inoculations** when travelling. Consultants are also required to comply with the UN **security directives** set forth under dss.un.org.

Submission of applications

Proposals may be submitted on or before close of business (17:00hours) on Wednesday, **30 May 2018**, (West Africa time) via UNDP jobs site: <http://jobs.undp.org>

Evaluation of Criteria and Weighting

The consultant will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.

The technical evaluation will include the following:

- Background and minimum educational qualification as defined above-10%
- Methodology and approach to the Consultancy -- 10%
- Practical previous experience relevant to the TOR - 20%
- Substantial professional knowledge and experience in the field of advanced techniques of conducting evaluation and quantitative & qualitative research. More specifically, the consultant must be an established leader in social research with demonstrated experience mentioned under 4(i) – 4(v) above -30%

Annex A: List of documents to be provided (not exhaustive)

- Project Document (ProDoc),
- Annual Work Plans (AWPs),
- Results and Resources Framework (RRF),
- Project progress reports,
- Minutes of meeting for the Technical Committee,
- Mid-Term evaluation report,
- UNDP Strategic plan (2018-2021),
- Country Programme Document (CPD) for Sierra Leone (2015-2018/19),
- United Nations Development Assistance Framework (UNDAF) for Sierra Leone (2015-2018/19).

ANNEX B: UNEG Code of Conduct for Evaluators/Midterm Review Consultants

Evaluators/Consultants:

1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people's right not to engage. Evaluators must respect people's right to provide information in confidence and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals and must balance an evaluation of management functions with this general principle.
4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, findings and recommendations.
7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.

MTE Consultant Agreement Form

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

Name of Consultant: _____

Name of Consultancy Organization (where relevant): _____

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

Signed at _____ (Place) on _____ (Date)

Signature: _____



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.