



ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Terminal Evaluation of a "Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone" (PIMS 4613).

(IC – National).

Date: February 19, 2020

Procurement Notice No.: SLE/ICPN/2020/002

Country: Sierra Leone

Description of the assignment: National Consultant, Terminal Evaluation of a "Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone" (PIMS 4613).

Project Name: Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone

Period of assignment: 30 working 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 13, 2020.**

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.

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1. BACKGROUND

UNDP supports countries in addressing development, climate change, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results management and evaluation, performance-based payments and knowledge management.

UNDP-GEF's Green, Low-emission, Climate-resilient Development strategies team works to support countries to attract and direct public and private investment towards catalyzing and supporting sustainable economic growth through initiatives focused on integrated Climate Change Strategies, Advancing Cross-sectoral Climate Resilient Livelihoods and Strengthening Climate Information and Early Warning Systems for Climate Resilient Development.

The "Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone (PIMS 4613)" project aimed to enhance adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project sought to complement a number of water-related projects established by the UNDP and other funders in Sierra Leone. Within water resources management, the project focused on addressing the skills deficit of water managers and the insufficient policy framework to secure the vital economic and the functionality of water management systems in a changing climate."

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

PROJECT SUMMARY TABLE

Project title:	Building adaptive capacity to catalyze active public and private sector participation to manage exposure and sensitivity of water supply services to climate change			
GEF Project ID:	4599		<u>at endorsement</u> <u>(Million US\$)</u>	<u>at completion</u> <u>(Million US\$)</u>
UNDP Project ID:	000866332	GEF financing:	2,940,000	2,940,000
Country:	Sierra Leone	IA/EA own:		
Region:	Africa	Government:		9,000,000
Focal Area:	Climate Change	Other:		1,000,000

FA Objectives, (OP/SP):				
Executing Agency:	Ministry of Water Resources	Total Project Cost:		13,090,000
Other Partners involved:		ProDoc Signature (date project start):		June 27 th , 2014
		(Operational) Closing Date:	Proposed: October 2017	Actual: December 31 st , 2019

The project had several entry points and overall focuses on capacity building for climate resilient decision-making in the water sector. Outcome 1: **"Critical public policies governing the management of water resources revised to incentivize climate smart investment by the private sector"**, was to be achieved through specific technical capacity development activities and igniting informed public and private sector dialogues. Based on focused capacity needs assessments a suite of professional updating activities will be designed especially for staff of the newly formed Ministry of Water Resources, the Guma Valley Corporation and other specified key target groups. Outcome 2: **"Water supply infrastructure in Freetown and Pujehun, Kambia and Kono districts made resilient against climate change induced risks"** focused on pioneering innovations that particularly address the dry season water supply problems, which are likely worsened by anticipated climate change impacts.

On request of the MWR rainwater-harvesting (RWH) innovations were established as learning experiments, capturing and storing drinking water quality rainwater during the rainy season and saving it for use in the dry season. In Freetown existing springs that were already being developed by Guma Water Supply Company as supplementary water sources were protected from degradation. Rainwater harvesting for supplementation of the sources will be attempted through construction of stand-alone RWH infrastructure. Innovative designs of collective "rooftops" for water capture in high density living areas were tested. In Pujehun, Kono and Kambia districts – the focal areas for planned African Development Bank (AfDB) water supply investments – this project contributed to the building of capacities of district level water professionals for climate resilient planning and decision-making.

Implementation of the Project has been completed in December 2019. In accordance with UNDP and GEF Monitoring and Evaluation Procedures, all full and medium-sized UNDP support and GEF financed projects are required to undergo a terminal evaluation upon completion of implementation. These terms of reference set out the expectations for the terminal evaluation of a "Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone".

The UNDP therefore requests applications from suitably qualified international and national (Sierra Leonean) candidates to e to conduct the terminal evaluation, in line with the provisions of the terms of references (ToRs), as follows:

2. OBJECTIVES AND SCOPE OF EVALUATION

The objectives of the evaluation are to assess the achievement of project results, and to draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming. The terminal evaluation (TE) will cover implementation of the entire project, since inception in June 2014 to December 2019.

The terminal evaluation (TE) will be conducted according to the guidance, rules and procedures established by UNDP and GEF as reflected in the UNDP Evaluation Guidance for GEF Financed Projects.

Evaluation Approach and Method

An overall approach and method for conducting project terminal evaluations of UNDP supported GEF financed projects have developed over time. The evaluator is expected to frame the evaluation effort using the criteria of **relevance, effectiveness, efficiency, sustainability, and impact**, as defined and explained in the UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported, GEF-financed Projects. A set of questions covering each of these criteria have been drafted and are included with this TOR (fill in Annex C). The evaluator is expected to amend, complete and submit this matrix as part of an evaluation inception report, and shall include it as an annex to the final report.

The evaluation 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, in particular the GEF operational focal point, UNDP Country Office, project team, UNDP GEF Technical Adviser based in the region and key stakeholders. The evaluator is expected to conduct a field mission to the three districts of Kambia, Kono and Pujehun and sites in Freetown where project activities have been implemented. Interviews will be held with stakeholders that were involved in project implementation at all sites visited including administrative organizations such as District Councils, Ministry of Water Resources and community management entities established to implement the project.

The evaluator(s) will review all relevant sources of information, such as the project document, project reports – including Annual APR/PIR, project budget revisions, mid-term review, progress reports, consultancy reports, GEF focal area tracking tools, project files, national strategic and legal documents, and any other materials that the evaluator considers useful for this evidence-based assessment. A list of documents that the project team will provide to the evaluator(s) for review is included in Annex B of this Terms of Reference.

Evaluation Ethics, Criteria and Ratings

Evaluation consultants will be held to the highest ethical standards and are required to sign a Code of Conduct (Annex E) upon acceptance of the assignment. UNDP evaluations are conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluations'

An assessment of project performance will be carried out, based against expectations set out in the Project Logical Framework/Results Framework (See Annex A), which provides performance and impact indicators for project implementation along with their corresponding means of verification. The evaluation will at a minimum cover the criteria of: **relevance, effectiveness, efficiency, sustainability and impact**. Ratings must be provided on the following performance criteria. The completed table must be included in the evaluation executive summary. The obligatory rating scales are included in Annex D.

Evaluation Ratings:			
1. Monitoring and Evaluation	rating	2. IA& EA Execution	rating
M&E design at entry		Quality of UNDP Implementation	
M&E Plan Implementation		Quality of Execution - Executing Agency	
Overall quality of M&E		Overall quality of Implementation / Execution	
3. Assessment of Outcomes	rating	4. Sustainability	rating
Relevance		Financial resources:	
Effectiveness		Socio-political:	
Efficiency		Institutional framework and governance:	
Overall Project Outcome Rating		Environmental:	
		Overall likelihood of sustainability:	

Project Finance / Co-Finance

The Evaluation will assess the key financial aspects of the project, including the extent of co-financing planned and realized. Project cost and funding data will be required, including annual expenditures. Variances between planned and actual expenditures will need to be assessed and explained. Results from recent financial audits, as available, should be taken into consideration. The evaluator(s) will receive assistance from the Country Office (CO) and Project Team to obtain financial data in order to complete the co-financing table below, which will be included in the terminal evaluation report.

Co-financing (type/source)	UNDP own financing (mill. US\$)		Government (mill. US\$)		Partner Agency (mill. US\$)		Total (mill. US\$)	
	Planned	Actual	Planned	Actual	Planned	Actual	Actual	Actual
Grants	150,000	150,000	9,000,000		1,000,000			

Loans/Concessions								
• In-kind support								
• Other								
Totals	150,000	150,000	9,000,000		1,000,000			

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

- A Master's degree in Climate Change, Water Resource Management, Geography, Environment, Social Sciences, or other closely related field (20 points);

Experience:

- Minimum ten (10) years of relevant professional experience in conducting evaluations of development programmes and projects supported by the UN or other similar international organizations (10 points);
- Experience working with the GEF or GEF-evaluations (10 points);
- Experience working in West Africa or other African countries with similar context (10 points);
- Minimum seven (7) years of work experience in climate change adaptation (20 points);
- Demonstrated understanding of issues related to gender and climate change vulnerability and adaptation; experience in gender sensitive evaluation and analysis (10 points);
- Proven experience in leading an evaluation mission as a team leader (10 points);

Language Requirement:

- Excellent written and oral communication skills in English (10 points).

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 **"Terminal Evaluation of a Building Adaptive Capacity to Catalyse Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone" (PIMS 4613)** 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/bem/psc/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	Upon submission and approval of inception report.	Yes	10%
2 nd Installment	Upon submission and approval of draft terminal evaluation report.	Yes	40%
3 rd Installment	Upon submission and approval (UNDP-CO and UNDP RTA) of the final terminal evaluation report.	Yes	50%

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:

Technical evaluation criteria (total 70 points, 70%):

Criteria for Selection of the Best Offer

Combined Scoring method — where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

Education: 10%

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

- Master's degree or above in environmental sciences, energy, international development, with specific academic or professional background related to climate change mitigation, monitoring and evaluation or other closely relevant fields

Experience: 15%

- Must have minimum 7 years of relevant professional experience on environment and climate change mitigation
- Must be familiar with state and non-state actors working in the above fields
- Knowledge of UNDP and GEF evaluations

Clear understanding of the assignment: 10%

- Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.

Analytical capabilities 10%

- Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data.
- Quantitative and qualitative data management skills
- Competence in the use of collective intelligence will be an advantage

Interpersonal and communication skills: 5%

- Strong interpersonal skills and communication skills,
- Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs
- Strong written communication skills to produce external communication materials.
- Demonstrated ability to train and build capacity of others

Integrity 5%

- Demonstrates integrity by modelling the UN's values and ethical standards

Managing complexity 10%

- Demonstrates openness to change and ability to receive/integrate feedback;
- Negotiating skills, and the ability to cope with situations which may pose conflict,
- Ability to solve complex problems with minimal supervision
- Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations.

Results-orientation 5%

- Demonstrated understanding of results-based management.
- Ability to prioritize.
- Use of results language for communication
- Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment.

Financial evaluation (total 30 points, 30%):

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.

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
Education: (Maximum Points: 100).		100
➤ Advanced University degree in social sciences	10%	
Experience: (Maximum Points: 150).		150
➤ Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years	15%	
➤ Must be familiar with state and non-state actors working in the above fields		
➤ Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region		
➤ The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone		
➤ Experience in supporting policy development is an added asset		
➤ Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.	10%	100
Analytical capabilities		
➤ Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data.	10%	100
➤ Quantitative and qualitative data management skills		
Competence in the use of collective intelligence will be an advantage		
Interpersonal and communication skills:		
➤ Strong interpersonal skills and communication skills,	5%	50
➤ Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs		
➤ Strong written communication skills to produce external communication materials.		
➤ Demonstrated ability to train and build capacity of others		
Integrity		
• Demonstrates integrity by modelling the UN's values and ethical standards	5%	50
Managing complexity		
➤ Demonstrates openness to change and ability to receive/integrate feedback;	10%	100
➤ Negotiating skills, and the ability to cope with situations which may pose conflict,		
➤ Ability to solve complex problems with minimal supervision		
➤ Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations.		
Results-orientation		
➤ Demonstrated understanding of results-based management.	5%	50
➤ Ability to prioritize.		
➤ Use of results language for communication		

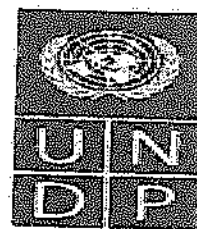
<p>➤ Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment.</p>			
<p>Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points):</p> <p>All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ 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.</p>		30%	300
Total Score	Technical Score * 70% + Financial Score * 30%		


 Rokya Ye Dieng
 Deputy Resident Representative (P & O)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



Empowered lives.
Resilient nations.

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference



Empowered lives.
Resilient nations.

I. Position Information

Post Title:	Terminal Evaluation of a "Building Adaptive Capacity to Catalyse Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone" (PIMS 4613)
Location:	Freetown, Sierra Leone
Application Deadline:	To be inserted at point of advert
Type of Contract:	Individual (National) Consultants
Post Level:	N/A
Duration of Contract:	30 working days

II. Background

UNDP supports countries in addressing development, climate change, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results

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The "Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to Manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone (PIMS 4613)" project aimed to enhance adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project sought to complement a number of water-related projects established by the UNDP and other funders in Sierra Leone. Within water resources management, the project focused on addressing the skills deficit of water managers and the insufficient policy framework to secure the vital economic and the functionality of water management systems in a changing climate."

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

PROJECT SUMMARY TABLE

Project Title:	Building adaptive capacity to catalyze active public and private sector participation to manage exposure and sensitivity of water supply services to climate change			
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Overall quality of M&E		Overall quality of Implementation / Execution	
3. Assessment of Outcomes	rating	4. Sustainability	rating
Relevance		Financial resources:	
Effectiveness		Socio-political:	
Efficiency		Institutional framework and governance:	
Overall Project Outcome Rating		Environmental:	
		Overall likelihood of sustainability:	

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The Evaluation will assess the key financial aspects of the project, including the extent of co-financing planned and realized. Project cost and funding data will be required, including annual expenditures. Variances between planned and actual expenditures will need to be assessed and explained. Results from recent financial audits, as available, should be taken into consideration. The evaluator(s) will receive assistance from the Country Office (CO) and Project Team to obtain financial data.

in order to complete the co-financing table below, which will be included in the terminal evaluation report.

Co-financing (type/source)	UNDP own financing (mill. US\$)		Government (mill. US\$)		Partner Agency (mill. US\$)		Total (mill. US\$)	
	Planned	Actual	Planned	Actual	Planned	Actual	Actual	Actual
Grants	150,000	150,000	9,000,000		1,000,000			
Loans/Concessions								
• In-kind support								
• Other								
Totals	150,000	150,000	9,000,000		1,000,000			

VII. Mainstreaming

UNDP supported GEF financed projects are key components in UNDP country programming, as well as regional and global programmes. The evaluation will assess the extent to which the project was successfully mainstreamed with other UNDP priorities, including poverty alleviation, improved governance, the prevention and recovery from natural disasters, and gender.

VIII. Impact

The evaluators will assess the extent to which the project is achieving impacts or progressing towards the achievement of impacts. Key findings that should be brought out in the evaluations include whether the project has demonstrated: a) verifiable improvements in ecological status, b) verifiable reductions in stress on ecological systems, and/or c) demonstrated progress towards these impact achievements.⁵

IX. Conclusions, Recommendations and Lessons

The evaluation report must include a chapter providing a set of **conclusions, recommendations and lessons**. Conclusions should build on findings and be based in evidence. Recommendations should be prioritized, specific, relevant, and targeted with suggested implementers of the recommendations. Lessons should have wider applicability to other initiatives across the

⁵ A useful tool for gauging progress to impact is the Review of Outcomes to Impacts (ROtI) method developed by the GEF Evaluation Office: [ROtI Handbook 2009](#)

region, the area of intervention, and for the future.

X. Implementation Arrangements

The principal responsibility for managing this evaluation will be Team Leader/Acting Team Leader, Environment, Energy and Natural Resource Management Cluster, in the UNDP CO in Sierra Leone. The UNDP CO will contract the evaluators and ensure the timely provision of logistics, including part payments, in line with contractual deliverables, travel arrangements, etc. within the country for the evaluation team. The Project Team will be responsible for liaising with the Evaluators team to set up stakeholder interviews, arrange field visits, coordinate with the Government etc.

XI. Evaluation Timeframe

The total duration of the evaluation will be thirty (30) working days, from date of contract signing, according to the following plan:

Activity	Timing	Completion Date
Work Plan Preparation	5 days	7 th March 2020
Evaluation Mission	15 days	14-27 th March 2020
Draft Evaluation Report	5 days	3 rd April 2020
Final Report	5 days	10 th April 2020

*When submitting the final evaluation report, the evaluator is required also to provide an 'audit trail', detailing how all received comments have (and have not) been addressed in the final evaluation report.

XII. Evaluation Deliverables

The evaluation team is expected to deliver the following:

Deliverable	Content	Timing	Responsibilities
Inception Report	Evaluator provides clarifications on timing and method	No later than 2 weeks before the evaluation mission. (7 th March 2020)	Evaluator submits to UNDP CO
Presentation	Initial Findings	End of evaluation mission (27 th March 2020)	To project management, UNDP CO
Draft Final Report	Full report, (per annexed template) with annexes	Within 2 weeks of the evaluation mission (3 rd April 2020)	Sent to CO, reviewed by RTA, PCU, GEF OFPs

Final Report*	Revised report	Within 1 week of receiving UNDP comments on draft (10 th April 2020)	Sent to CO for uploading to UNDP ERC.
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*When submitting the final evaluation report, the evaluator is required also to provide an 'audit trail', detailing how all received comments have (and have not) been addressed in the final evaluation report.

XIII. Team Composition

The evaluation team will be composed of 1 International and 1 national (Sierra Leone National) evaluators/consultants. The consultants shall have prior experience in evaluating similar projects. Experience with GEF financed projects is an advantage. The International Evaluator will be the team leader and be responsible for finalizing the report. The evaluators selected should not have participated in the project preparation and/or implementation and should not have conflict of interest with project related activities.

The Academic Qualifications and experience requirements for International Consultant:

- Minimum ten (10) years of relevant professional experience in conducting evaluations of development programmes and projects supported by the UN or other similar international organizations (10 points);
- Experience working with the GEF or GEF-evaluations (10 points);
- Experience working in West Africa or other African countries with similar context (10 points);
- Minimum seven (7) years of work experience in climate change adaptation (20 points);
- Demonstrated understanding of issues related to gender and climate change vulnerability and adaptation, experience in gender sensitive evaluation and analysis (10 points);
- A Master's degree in Climate Change, Water Resource Management, Geography, Environment, Social Sciences, or other closely related field (20 points);
- Proven experience in leading an evaluation mission as a team leader (10 points);
- Excellent written and oral communication skills in English (10 points).

XIV. Application Procedures

Applicants are requested to apply online (indicate the site, such as <http://jobs.undp.org>, etc.) by (to be inserted at point of advert). Individual consultants are invited to submit applications together with their CV for these positions. The application should contain a current and complete C.V. in English, with indication of the e-mail and phone contact. Shortlisted candidates will be requested to submit technical and financial proposals, indicating the methodology and sample evaluation questions they will use to deliver on the assignment and at what total cost of the assignment (including daily fee, per diem and travel costs).

UNDP applies a fair and transparent selection process that will take into account the competencies/skills of the applicants as well as their financial proposals. Qualified women and members of social minorities are encouraged to apply.

XV. Payment Modalities and Specifications

Payment to the consultants will be made in 3 instalments upon satisfactory submission of the following deliverables:

- 1st instalment: 10% upon submission of inception report.
- 2nd Instalment: 40% upon submission and approval of draft terminal evaluation report.
- 3rd Instalment: 50% upon submission and approval (UNDP-CO and UNDP RTA) of the final terminal evaluation report.

XVI. Evaluation Criteria

Criteria for Selection of the Best Offer

Combined Scoring method — where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

Education: 10%

- Advanced University degree in social sciences

Experience: 15%

- Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years
- Must be familiar with state and non-state actors working in the above fields
- Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region
- The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone
- Experience in supporting policy development is an added asset

Clear understanding of the assignment: 10%

- Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.

Analytical capabilities 10%

- Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data.
- Quantitative and qualitative data management skills
- Competence in the use of collective intelligence will be an advantage

Interpersonal and communication skills: 5%

- Strong interpersonal skills and communication skills,
- Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs
- Strong written communication skills to produce external communication materials.
- Demonstrated ability to train and build capacity of others

Integrity 5%

- Demonstrates integrity by modelling the UN's values and ethical standards

Managing complexity 10%

- Demonstrates openness to change and ability to receive/integrate feedback;
- Negotiating skills, and the ability to cope with situations which may pose conflict,
- Ability to solve complex problems with minimal supervision
- Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations.

Results-orientation 5%

- Demonstrated understanding of results-based management.
- Ability to prioritize.
- Use of results language for communication
- Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment.

ANNEX A: PROJECT LOGICAL FRAMEWORK

This project will contribute to achieving the following Country Program Outcome as defined in CPAP or CPD:	
Expected CP Outcome(s):	Transitional Joint Vision for Sierra Leone of the United Nations Family (2013-14): Cluster 3 goal: To ensure that natural resources are sustainably and equitably managed and threats and impacts from natural and man-made disasters are reduced
Country Program Outcome Indicators:	
Transitional Joint Vision for Sierra Leone of the United Nations Family (2013-14): Cluster 3 indicators:	
(1) Percentage change in mortality and casualties and economic impacts of natural and man-made disasters compared to 2011	
(2) Percentage change in Sierra Leone's environmental performance index as compared to 2010 (as measured by UNDP's Human Development Reports)	
Primary applicable Key Environment and Sustainable Development Key Result Area (same as that on the cover page, circle one): 1. Mainstreaming environment and energy OR	
2. Catalyzing environmental finance OR 3. <u>Promote climate change adaptation</u> OR 4. <u>Expanding access to environmental and energy services for the poor.</u>	
Applicable GEF Strategic Objective and Program: Adaptation to Climate Change: Objective 1: Reduce vulnerability to the adverse impacts of climate change, including variability, at local, national, regional and global level and Objective 2: Increase adaptive capacity to respond to the impacts of climate change, including variability, at local, national, regional and global level	
Applicable GEF Expected Outcomes: Outcome 1.1: Mainstreamed adaptation in broader development frameworks at country level and in targeted vulnerable areas, Outcome 1.2: Reduced vulnerability in development sectors, Outcome 2.1: Increased knowledge and understanding of climate variability and change-induced risks at country level and in targeted vulnerable areas, Outcome 2.3: Strengthened awareness and ownership of adaptation and climate risk reduction processes at local level, Outcome 3.1: Successful demonstration, deployment, and transfer of relevant adaptation technology in targeted areas	
Applicable GEF Outcome Indicators: (following AMAT tool)	
Indicator 1.1.1: Adaptation actions implemented in national/regional development frameworks.	
Indicator 1.2.3: Number of additional people provided with access to safe water supply and basic sanitation services given existing and projected climate change	
Indicator 2.2.1: No. and type of targeted institutions with increased adaptive capacity to reduce risks of and responses to climate variability.	

Indicator 2.3.2: % of targeted population awareness of predicted adverse impacts of climate change and appropriate responses

Project Objective ⁶	Indicator	Baseline	Targets End of Project	Source verification	Risks and Assumptions
Enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. (equivalent to output in ATLAS)	Indicator 2.2.1: No. and type of targeted institutions with increased adaptive capacity to reduce risks of and responses to climate variability. (AMAT indicator 2.2.1)	Technocrats from MWR and EPA in Freetown, but particularly regional technical staffs have extremely limited opportunity for professional updating, and usually find it difficult to address newly emerging technical issues and practices into their ongoing work. One of the major limitations is the lack of capacity to deal with climate risks and understandings of managing these risks in the water sector.	At least capacities of 2 line ministries and 2 Districts Council to mainstream adaptation concerns within water policies and local development plans are strengthened; and capacities of two research /training center to deliver relevant trainings on climate change issues of are strengthened.	Baseline capacity assessment to be undertaken at project onset APRs/PIR Policy reviews as part of APRs/PIR MTR	Unavailability of requisite human resources and data Insufficient institutional support and political commitment

⁶ Objective (Atlas output) monitored quarterly ERBM and annually in APR/PIR

Outcome 1²: Critical public policies governing the management of water resources revised to incentivize climate smart investment by the private sector. (equivalent to activity in ATLAS)	Indicator 1.1.1: Adaptation concerns and actions mainstreamed within at least the Guma Reservoir Management process (AMAT indicator 1.1.1)	The overall risk that climate change may pose on the sustainability of water supply to the capital not well integrated into Guma Reservoir management;	CC resilience plan for Guma reservoir established	Policy resilience review Policy reviews as part of APRs/PIR	Timing of interventions well attuned to policy development/review; Political will is lacking
	Indicator 2.2.1: No. and type of targeted institutions with increased adaptive capacity to reduce risks of and responses to climate variability. (AMAT indicator 2.2.1)	Key decision-makers who are supposed to lead the implementation of the policy have limited knowledge of climate change impacts or adaptation responses. Information, including inventory and mapping, is inadequate and staffs from MWR have limited expertise to internalize climate changes into existing local development plan Low interplay between public and private sector on adaptation strategies	15% of staff from targeted institutions aware of predicted impacts of climate change and appropriate responses 60% of targeted stakeholders have access to relevant disseminated adaptation experiences from the project	Baseline capacity assessment to be undertaken at project onset Awareness raising activities Policy reviews as part of APRs/PIR	Insufficient institutional support and political commitment

² All outcomes monitored annually in the APR/PIR. It is highly recommended not to have more than 4 outcomes.

			investment Existing coping strategies and adaptation action not documented at all, including for the water sector.			
Outcome 2: Water supply infrastructure in Freetown and Kambia and Kono districts made resilient against climate change induced risks. (equivalent to activity in ATLAS)	Indicator 1.2.3: Number of additional people provided with access to safe water supply and basic sanitation services given existing and projected climate change (AMAT indicator 1.3.1.1)	Type and level: 0 (aside already existing local coping mechanism)	5.000 at intervention sites in Freetown and three districts	Project reports e.g. trainings, pilot interventions, APRs, PIRs Local level assessments at demonstration sites (Questionnaire based appraisal - CBA) APRs/PIR	Target population do not see the benefit of new practices or social conflicts hinder taking up the practices; Low Capacities of WASH comities to support the implementation of appropriate climate resilient technologies	

ANNEX B: LIST OF DOCUMENTS TO BE REVIEWED BY THE EVALUATORS

- *Project Identification Form, CEO Endorsement & Project Document including the Logical Framework Analysis (LFA);*
- *Inception Report*
- *Project Implementation Plan/ Annual Workplan and Project periodic reports*
- *Project mid-term evaluation and other relevant evaluations and assessments*
- *Project best practice documents*
- *List and contact details of project staff, key project stakeholders including project boards and other partners*
- *Project sites, highlighting suggested visits*
- *Annual Project Implementation Reports (PIR)*
- *Project Tracking tools*
- *Financial Data including Co-financing data and audit reports*
- *UNDP Development Assistant Framework (UNDAF)*
- *UNDP Monitoring and Evaluation Frameworks*
- *UNDP Country Programme Document (CPD) and Country Programme Action Plan*
- *GEF focal area strategic program objectives*
- *Minutes of Project Steering Committee Meetings*
- *Project completion reports*
- *Sample Project communication materials e.g. press releases, brochures, documentaries etc.*

ANNEX C: EVALUATION QUESTIONS

This Evaluation Criteria Matrix must be fully completed/amended by the consultant and included in the TE inception report and as an Annex to the TE report.

Evaluative Criteria Questions	Indicators	Sources	Methodology
Relevance: How does the project relate to the main objectives of the GEF focal area, and to the environment and development priorities at the local, regional and national levels?			
•	•	•	•
•	•	•	•
•	•	•	•
Effectiveness: To what extent have the expected outcomes and objectives of the project been achieved?			
•	•	•	•
•	•	•	•
•		•	•
Efficiency: Was the project implemented efficiently, in-line with international and national norms and standards?			
•	•	•	•

•	•	•	•	•
•	•	•	•	•
Sustainability: To what extent are there financial, institutional, social-economic, and/or environmental risks to sustaining long-term project results?				
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•
Impact: Are there indications that the project has contributed to, or enabled progress toward, reduced environmental stress and/or improved ecological status?				
•	•	•	•	•
•	•	•	•	•

ANNEX D: RATING SCALES

<i>Ratings for Effectiveness, Efficiency, Overall Project Outcome Rating, M&E, IA & EA Execution:</i>	<i>Sustainability ratings:</i>	<i>Relevance ratings:</i>
<p>6. Highly Satisfactory (HS): no shortcomings</p> <p>5. Satisfactory (S): minor shortcomings</p> <p>4. Moderately Satisfactory (MS): moderate shortcomings</p> <p>3. Moderately Unsatisfactory (MU): significant shortcomings</p> <p>2. Unsatisfactory (U): major shortcomings</p> <p>1. Highly Unsatisfactory (HU): severe shortcomings</p>	<p>4. Likely (L): negligible risks to sustainability</p> <p>3. Moderately Likely (ML): moderate risks</p> <p>2. Moderately Unlikely (MU): significant risks</p> <p>1. Unlikely (U): severe risks</p>	<p>2. Relevant (R)</p> <p>1. Not relevant (NR)</p>
<p><i>Additional ratings where relevant:</i></p> <p>Not Applicable (N/A)</p> <p>Unable to Assess (U/A)</p>		

ANNEX E: EVALUATION CONSULTANT CODE OF CONDUCT AND AGREEMENT FORM

Evaluators:

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.

Evaluation Consultant Agreement Form⁸

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: _____

⁸www.unevaluation.org/unegcodeofconduct

ANNEX F: EVALUATION REPORT OUTLINE⁹

- i. Opening page:
 - Title of UNDP supported GEF financed project
 - UNDP and GEF project ID#s
 - Evaluation time frame and date of evaluation report
 - Region and countries included in the project
 - GEF Operational Program/Strategic Program
 - Implementing Partner and other project partners
 - Evaluation team members
 - Acknowledgements
- ii. Executive Summary
 - Project Summary Table
 - Project Description (brief)
 - Evaluation Rating Table
 - Summary of conclusions, recommendations and lessons
- iii. Acronyms and Abbreviations

(See: UNDP Editorial Manual¹⁰)
1. Introduction
 - Purpose of the evaluation
 - Scope & Methodology
 - Structure of the evaluation report
2. Project description and development context
 - Project start and duration
 - Problems that the project sought to address
 - Immediate and development objectives of the project
 - Baseline Indicators established
 - Main stakeholders
 - Expected Results
3. Findings

(In addition to a descriptive assessment, all criteria marked with (*) must be rated¹¹)
- 3.1 Project Design / Formulation
 - Analysis of LFA/Results Framework (Project logic /strategy; Indicators)
 - Assumptions and Risks
 - Lessons from other relevant projects (e.g., same focal area) incorporated into project design
 - Planned stakeholder participation
 - Replication approach
 - UNDP comparative advantage

⁹The Report length should not exceed 40 pages in total (not including annexes).

¹⁰ UNDP Style Manual, Office of Communications, Partnerships Bureau, updated November 2008

¹¹ See Annex D for rating scales. See UNDP-GEF TE Guidance section 3.5, page 37 for ratings explanations.

- Linkages between project and other interventions within the sector
 - Management arrangements
- 3.2 Project Implementation
- Adaptive management (changes to the project design and project outputs during implementation)
 - Partnership arrangements (with relevant stakeholders involved in the country/region)
 - Feedback from M&E activities used for adaptive management
 - Project Finance
 - Monitoring and evaluation: design at entry (*), implementation (*), and overall assessment (*)
 - Implementing Agency (UNDP) execution (*) and Executing Agency execution (*), overall project implementation/ execution (*), coordination, and operational issues
- 3.3 Project Results
- Overall results (attainment of objectives) (*)
 - Relevance (*)
 - Effectiveness (*)
 - Efficiency (*)
 - Country ownership
 - Mainstreaming
 - Sustainability: financial resources (*), socio-economic (*), institutional framework and governance (*), environmental (*), and overall likelihood (*)
 - Impact
4. Conclusions, Recommendations & Lessons
- Corrective actions for the design, implementation, monitoring and evaluation of the project
 - Actions to follow up or reinforce initial benefits from the project
 - Proposals for future directions underlining main objectives
 - Best and worst practices in addressing issues relating to relevance, performance and success
5. Annexes
- ToR
 - Itinerary
 - List of persons interviewed
 - Summary of field visits
 - List of documents reviewed
 - Evaluation Question Matrix
 - Questionnaire used and summary of results
 - Evaluation Consultant Agreement Form
 - Report Clearance Form
 - *Annexed in a separate file:* TE audit trail
 - *Annexed in a separate file:* Terminal GEF Tracking Tool, if applicable

ANNEX G: EVALUATION REPORT CLEARANCE FORM

(to be completed by CO and UNDP GEF Technical Adviser based in the region and included in the final document)

Evaluation Report Reviewed and Cleared by

UNDP Country Office

Name: _____

Signature: _____ Date: _____

UNDP GEF RTA

Name: _____

Signature: _____ Date: _____

ANNEX H: TE REPORT AUDIT TRAIL

The following is a template for the evaluator to show how the received comments on the draft TE report have (or have not) been incorporated into the final TE report. This audit trail should be included as an annex in the final TE report.

To the comments received on (date) from the Terminal Evaluation of (project name) (UNDP PIMS #)

The following comments were provided in track changes to the draft Terminal Evaluation report; they are referenced by institution ("Author" column) and by comment number ("#" column):

Author	#	Para No./ comment location	Comment/Feedback on the draft TE report	Evaluator response and actions taken



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.