

**UNICEF Pacific**

**TERMS OF REFERENCE NATIONAL CONSULTANT**

**Requesting Section: Policy, Evidence and Social Protection Unit**

**Updated date: 18/04/2017**

**Programme Area and Specific Project involved: Output: Outcome 9 – Social Policies, safety nets and budgets progressively address disparities and build resilience for the realization of child rights.**

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**Background:**

UNICEF Pacific is a multi-country office that promotes the rights and wellbeing of every child in the Cook Islands, Fiji, Kiribati, the Marshall Islands, the Federated States of Micronesia, Nauru, Niue, Palau, Samoa, the Solomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu.[[1]](#footnote-1) These 14 Pacific Island Countries and territory (PICTs) are home to 2.4 million people, including about 1 million children, living on more than 660 islands and atolls stretching across 17.2 million square kilometres of the Pacific Ocean. Kiribati, the Marshall Islands, the Federated States of Micronesia, the Solomon Islands and Tuvalu are classified as Fragile States according to World Bank/OECD criteria.

Financing for development under the Sustainable Development Goal (SDG) places emphasis on domestic resources to drive development. The Third International Conference on Financing for Development in Addis Ababa, Ethiopia in 2015 noted the increasing role of domestic finance in development and in particular, for the Agenda 2030. The Financing for Development Conference did set the tone for the international community to turn its promises to invest in children and went on to note that investing in children and young people is “critical to achieving inclusive, equitable and sustainable development”.

An increasing number of developing countries started to develop social protection programmes with the objective of contributing to the eradication of poverty, food insecurity and vulnerabilities anchored on successes registered through similar programmes in Latin American countries. Many governments have been encouraged to develop and strengthen their social protection systems. There is evidence to show that social protection is at the centre of the policy agenda of the Pacific Governments judging from many initiatives that have been instituted during the last decade.

In the above context, UNICEF Pacific multi-country office has identified the need to strengthen its support to Pacific Governments in the area of public finance and social protection during the development of its new country programme to cover the period 2018 to 2022. The Office is seeking an individual national consultant **to support the surge in workload in preparation of the start of the new country programme.**

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**Purpose of Assignment:**

Under the supervision of the Social Policy Specialist, the purpose of this Consultancy is to support the work focused on improving the use of public financial resources and strengthening social protection coverage and impact for children. This will include analysis and related advocacy on social spending and social protection.

**Work Schedule:**

Under the overall supervision of the Social Policy Specialist, the Consultant will be responsible for the following results:

1. Data-driven analysis is conducted for sound and up-to-date assessment of the situation of children and women in Pacific to provide the base-lines for result-based decisions on necessary interventions and evaluations.
2. Undertake budget analysis to inform UNICEF’s advocacy and technical assistance to Ministries of Finance, planning commissions and social sector ministries to improve equitable allocations for essential services for children. Works with sector colleagues to build capacity to undertake costing and cost effectiveness analysis on priority interventions to help inform policy decisions on child-focused investments.
3. Supports the identification of policy options for improved domestic financing of child-sensitive social protection interventions.
4. Supports strengthening of integrated social protection systems, providing technical support to partners to improve the design of cash transfers and child grants and improve linkages with other social protection interventions such as health insurance, public works and social care services as well as complementary services and intervention related to nutrition, health, education, water and sanitation, child protection and HIV.

Specifically, the consultant is expected to contribute to the following:

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| Month | Activity | Output |
| Month 1 | * Review budgets cycles for Fiji, Solomon Islands, Kiribati, Vanuatu and identify budget advocacy opportunities * Design budget briefs * Contribute to the finalisation of the social protection inventory report | * Budget brief template in place * Budget advocacy entry points identified |
| Month 2 | * Support preparatory works for Public Expenditure Tracking survey in Vanuatu | * Public Expenditure Tracking Survey for Vanuatu launched |
| Month 3 | * Conduct baseline budget analysis for Fiji and Solomon Islands * Review budget expenditure lines against outcomes for children in health, education and social protection * Ongoing support Public Expenditure Tracking survey in Vanuatu | * Draft budget briefs for two countries in place |
| Month 4 | * Conduct baseline budget analysis for Kiribati and Vanuatu * Review budget expenditure lines against outcomes for children in health, education and social protection * Support to finalisation of Public Expenditure Tracking survey in Vanuatu | * Draft budget briefs for two countries in place |
| Month 5 | * Review existing social protection programmes in selected countries for child sensitivity * Identify policy options for improved domestic financing of child sensitive social protection programmes | * Draft policy options to strengthen existing social protection programmes identified |
| Month 6 | * Conduct investment case analysis of identified policy options | * Investment case analysis in place |

**Payment Schedule**

Monthly on submission of progress report

**Deliverables/End Products**

The deliverables in respect of work schedule and their due dates are only approximate and will be revised following a more detailed planning at the beginning of the assignment. Planning will be reviewed/updated monthly as deliverables progress.

* Progress Reports (end of each month) showing the progress made in the achievement of the consultancy work plan agreed upon as well as the challenges faced.

**Supervisor Name and Type of Supervision that will be provided:**

Under the supervision of the Social Policy Specialist and working closely with the Social Policy Officer

**Consultant’s Work Place:**

Office based in Suva, Fiji with possible travel to other Pacific Island Countries.

**Qualifications or Specialized Knowledge/Experience Required:**

Qualifications

* Advanced university degree in Economics, Public/Social Policy, Social Protection, International Relations, or other relevant sciences.

Experience

* At least 5 years of relevant working experience
* Demonstrated experience in leading analyses and undertaking effective advocacy on Public Finance (especially for the social sectors) would be considered an advantage
* Excellent team player.

Language

* Fluent in English

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**General Conditions** **of Contracts for the Services of Consultants / Individual Contractors**

**1. Legal Status**

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

**2. Obligations**

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICE relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contact.

**3. Title rights**

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

**4. Travel**

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor’s travel costs shall be set out in the contract, on the following basis:

1. UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.
2. UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

**5. Statement of good health**

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) the Contractor’s medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

**6. Insurance**

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

**7. Service incurred death, injury or illness**

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contractor, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

**8. Arbitration**

1. Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
2. If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

**9. Penalties for Underperformance**

Payment of fees to the Contractor under this contractor, including each installment or periodic payment (if any), is subject to the Contractor’s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF’s satisfaction, and UNICEF’s certification to that effect.

**10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF’s satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

**11. Taxation**

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.

1. The UNICEF Pacific Multi-country Office is located in Suva, Fiji. There are Field Offices in Vanuatu, the Solomon Islands and Kiribati. [↑](#footnote-ref-1)