

**UNICEF Pacific**

**TERMS OF REFERENCE**

**WASH in Schools Consultant – Vanuatu**

**Requesting Section: WASH**

**Date/Updated date: 27 September 2016**

**Programme Area and Specific Project involved: Output:**

Community resilience and coping with climate change and natural disasters in Vanuatu

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**Background:**

The Government of Vanuatu (GoV) has shown its commitment to improving learning environments for children through the development of Guidelines for the Health Promoting Schools Programme[[1]](#footnote-1), the Minimum National Quality Standards for all schools[[2]](#footnote-2), the Vanuatu Inclusive Education Policy[[3]](#footnote-3) and the Vanuatu Education Sector Strategy: 2007-2016[[4]](#footnote-4). These national and sector plans all recognise the lack of adequate WASH facilities as a bottleneck to improving learning outcomes for all children in Vanuatu. Recently, the Ministry of Education and Training (MoET), the Ministry of Health (MoH), Department of Geology, Mines and Water Resources (DGMWR), UNICEF and other stakeholders held a ‘Call to Action’ workshop to advance the agenda on improving the learning environments for children through WinS. Outcomes highlighted the need for greater collaboration between MoET, MoH and DGMWR, and further investment at the provincial level as current responsibilities for WASH are split across government ministries. UNICEF has recently secured funding to support WASH in Early Childhood Care Education (ECCE) in Penama province.

Under the Vanuatu Ministry of Lands, the Department of Geology, Mines & Water Resources (DGMWR) is responsible for ensuring the sustainable use of the national’s water resources. UNICEF currently supports the DGMWR in the development of standards and guidelines, sector coordination, and the delivery of rural water supply and sanitation projects in five of the six provinces in Vanuatu. Project funding comes through the New Zealand Partnership Fund in collaboration with the New Zealand National Committee for UNICEF, and the New Zealand Aid Programme.

Vanuatu is the most dangerous place to live, in terms of exposure to natural disasters and high social vulnerability[[5]](#footnote-5). Recent events include Tropical Cyclone Pam, a Category 5 storm; hit Vanuatu in the evening of 13 March 2015 and El Nino unfolded in 2015/16 placing further stress on communities. Overall, Vanuatu is particular vulnerable to natural disasters such as earthquakes, tsunamis, volcanic eruptions, cyclones, floods and droughts.

The Vanuatu WASH Sector Coordination is well-established in Vanuatu as an ongoing coordination mechanism for development activities, emergency preparedness and response. The Vanuatu WASH Sector Coordination is chaired a WASH coordinator of DGMWR, with technical support from UNICEF. No formal sub-national WASH Cluster arrangements exist. UNICEF, as highlighted in the Core Commitments for Children in Humanitarian Action, is fully committed to interagency humanitarian reform and supports this through provision of leadership and participation in assigned clusters and sectors.

**Purpose of Assignment:**

The consultant shall provide support to UNICEF, Department of Geology, Mines, and Water Resources and Ministry of Education and Training in the implementation of UNICEF’s WASH programme.

**Scope of Work/ Work Assignments:**

In his or her work with DGMWR, MoET and UNICEF, the consultant shall carry out the following activities in support of the following areas of work:

1. **WASH in Schools**

Provide technical support to the development of UNICEF WASH in Schools programmes.

* 1. Conduct baseline assessment of ECCE in Penama
	2. Develop partnership for implementation of ECCE in Schools Penama
	3. Conduct 2 programmatic visits on WinS
	4. Support WASH in Schools stakeholders to complete the online Emory WASH in Schools course.
	5. Contribute to advocacy of WinS through meetings, coordination and mainstreaming (Gender, MHM, children with a disability, WinS in Emergency).
	6. Support development of detailed design for future WinS Programme
1. **WASH Sector Coordination**

Provide technical support to the Vanuatu WASH Sector Coordination Group.

* 1. Support development of evidence base and use of PHAST and DWSSP, through field monitoring and audits.
	2. Support DGMWR to finalize plumbers training manual, conduct provincial plumbers training in at least 2 provinces and develop a roadmap to be accredited by Vanuatu National Training Council
	3. Conduct capacity building training of DGMWR staff to improve monitoring and regulatory role.
	4. Develop regular WASH briefs and provide input to the DGMWR monthly sectoral update (for internal government and external stakeholder consumption)
	5. Support coordination related aspects during development of the new National Water Policy and equivalent Hygiene and Sanitation roadmaps, with associated consultations
1. **WASH Data and Knowledge Management**

Support the establishment of water sector data collection and monitoring system, building on the ongoing water resources inventory.

* 1. Support mobile water resources and sanitation related data collection including assistance with coordination, logistics, procurement, planning, data processing and reporting.
	2. Assist DGMWR and partners in analyzing water and sanitation data across available WASH and health databases to inform planning, programs, or projects, and in preparing report and maps using the data.
	3. Prepare a case study on WASH in resilience (DWSSP) or WASH in Schools or Water Utilities Management, as requested/confirmed by the WASH sector coordinator and UNICEF supervisor.
	4. Support DGMWR to use data and graphics in the DGMWR monthly sectoral update (for internal government and external stakeholder consumption)
1. **Support Emergency preparedness and response**

Support the WASH cluster/WASH Sector Coordination in emergency preparedness and response.

4.1 Assist in the development of WASH Cluster/WASH Sector Coordination preparedness documents, including contingency plans, 4W matrix, maps, assessment forms, standards, stocklist and partner mapping.

* 1. In the event of an emergency, provide technical support to UNICEF and DGMWR response.

**Work Schedule:**

The duration of the contract shall be over 11 months (43 weeks) from January 23rd – 22nd December 2017. The consultant is expected to work on a full-time basis and may negotiate up to 1 month (4 weeks) of absence without pay.

**Payment Schedule**

Payments will be done in accordance with submission of deliverables, certified by the supervisor.

**Deliverables/End Products**

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| **Deliverable** | **Expected duration**  | **Payment** |
| **WASH in Schools** | **40%** |
| * Baseline assessment report for ECCE in Penama
 | 4 weeks |  |
| * PCA/contract developed to implement WASH in ECCE in Penama
 | 8 weeks |  |
| * 2 x programmatic visit trip reports for WinS
 | 4 weeks |  |
| * Emory WASH in Schools certificate for at least 3 WASH sector stakeholders.
 | 3 weeks |  |
| **WASH sector coordination** | **25%** |
| * 2 x programmatic visit trip reports for DWSSP/PHAST
 | 4 weeks |  |
| * Finalized plumbers training manual and roadmap to certification by Vanuatu National Training Council.
 | 3 weeks |  |
| * Capacity building training of DGMWR staff to improve monitoring and regulatory role.
 | 3 weeks |  |
| **WASH Data and Knowledge Management** | **20%** |
| * Final report (including electronic files) detailing support to WASH sector.
 | 5 weeks |  |
| * Final case study on agreed topic.
 | 6 weeks |  |
| **Support Emergency preparedness and response** | **15%** |
| * Final report on support to emergency preparedness and response
 | 3 weeks |  |

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

The UNICEF WASH Officer in Vanuatu shall provide overall supervision. The UNICEF WASH Specialist based in Suva, Fiji, shall provide technical guidance. The Chief of Vanuatu Field Office will be responsible for providing oversight and support to the consultant when based at VFO. The consultant shall collaborate closely with the WASH Sector Coordinator and DGMWR as needed.

**Consultant’s Work Plan and Official Travel Involved:**

The consultant is required to make his/her own return travel arrangements from Place of recruitment-Duty Station-Place of recruitment on the most direct route and economical class. Travel costs will be reimbursed to the consultant upon submission of invoice and travel documents.

All related (internal/external) official travel of the consultancy will be organized by the consultant and costs reimbursed accordingly.

The consultant is also required to organize his or her own visa to the duty station – UNICEF will provide a support letter to assist with visa approval.

**Consultant’s Work Place:**

The consultant is expected to work on a full-time basis at UNICEF. The consultant will be provided with a desk at UNICEF, as well as internet access during working hours. A desktop monitor and a phone will be provided at his or her desk.

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

Qualifications

* Degree in one of the disciplines relevant to the following areas: Civil Engineering, Mechanical Engineering, Geology, Hydrology, Sanitation Engineering, or a field relevant to WASH-related development assistance.
* Additional training in Water, Sanitation and Hygiene and Emergencies is considered an asset.

Experience

* Three to five years progressively responsible experience in project implementation, monitoring and supervision and evaluation or related field.
* Experience in community mobilization.
* Experience working with UN, Government and NGO partners is desirable.
* Experience working in the water sector in the Vanuatu is an advantage.

Languages

* Fluency in English required.
* Knowledge of Bislama / Tok Pisin / Solomon Islands Pijin is an advantage.

Competencies

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| * Knowledge of Water, Sanitation and Hygiene areas of UNICEF’s programme.
* Technical Knowledge of the theories, principles and methods in the following areas: WASH in schools, water supply project management, monitoring and evaluation, integrated water resource management, water supply and sanitation technologies, and community based water supply and sanitation.
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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.

Prepared by Section Chief: Approved by Deputy Representative \*\*

Name/Title: Marc Overmars/WASH Specialist Name:

Date: 15 September 2016 Date

\*\* All Programme TORs to be approved by Deputy Representative and Operations TOR to be approved by Operations Manager.

1. <https://moet.gov.vu/docs/policies/Sweet%20Drink%20Policy_2014.pdf> [↑](#footnote-ref-1)
2. [http://education.gov.vu/docs/policies/Primary%20Minimum%20Quality%20Standards%20-%20Fact%20Sheet%20(English)\_2014.pdf](http://education.gov.vu/docs/policies/Primary%20Minimum%20Quality%20Standards%20-%20Fact%20Sheet%20%28English%29_2014.pdf) [↑](#footnote-ref-2)
3. <http://education.gov.vu/docs/policies/Vanuatu%20Inclusive%20Education%20Policy_2011.pdf> [↑](#footnote-ref-3)
4. <http://planipolis.iiep.unesco.org/upload/Vanuatu/Vanuatu-Education_sector_strategy.pdf> , (page 17). [↑](#footnote-ref-4)
5. http://www.pacificdisaster.net/pdnadmin/data/original/VUT\_2011\_most\_dangerous.pdf [↑](#footnote-ref-5)