

**UNICEF Pacific**

**TERMS OF REFERENCE**

**1 INTERNATIONAL AND 1 NATIONAL CONSULTANTS**

**TERMS OF REFERENCE CONSULTANT**

**Requesting Section:** Child Protection

**Date:** 23 March 2017

**Programme Area and Specific Project:** DFAT funded UNICEF Pacific Child Protection Programme

**Output:** All Programme Outputs.

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# Note: Preferably, the International Consultant and the National Consultant should apply as a team and have previous experience working together. They will each have a contract with the same TOR.

# Background

The Pacific Island Countries are home to some 2 million people of which just over 900,000 are children below 18 years of age. Despite their relatively small population, PICs have unique challenges arising from their scattered geography (covering over 30 million km2 of ocean) and their differing levels of economic and social development, both within and between countries. This is further reflected in their institutional and outreach capacity. Baseline research conducted by UNICEF Pacific in collaboration with Governments show that children experience significantly high levels of violence both at home and school.[[1]](#footnote-2) Consequently, the UNICEF Pacific Multi-Country Child Protection Programme supports governments of 14[[2]](#footnote-3) Pacific Island Countries (PIC) in strengthening prevention and response to protect children from violence, abuse and exploitation.

Since 2005, Australia has been the main donor funding UNICEF Pacific's Multi-Country Child Protection Programme. Current funding in the amount of AUD 7,000,000 covers the period from 13 June 2014 to 31 December 2017 (SC140450). Previous funding included AUD 2,160,000 from February 2013 to June 2014 (SC130071), AUD 5,000,000 from February 2011 to December 2012 (SC110090), and AUD 6,300,000 from 2005 to 2010, bringing the total amount of the Australian contribution to the Pacific Multi-Country Child Protection Programme to AUD 20,460,000 between 2005 and 2017.

The 2013-2017 Child Protection Programme is implemented in all 14 Pacific Island countries, with a particular focus on Kiribati, Solomon Islands and Vanuatu, a lesser one on Fiji and Samoa, and limited strategic interventions in the remaining countries. DFAT funding covers the two major Programme Outcomes of the 2013-2017 UNICEF Multi-Country Programme of Cooperation, including the provision of direct assistance to government and NGO partners, technical assistance provided by UNICEF staff and specialized consultant services when needed, travel, programme supplies and equipment.

As stated in its Outcomes, the Programme seeks on one hand to improve Child Protection Systems, namely laws and regulations, as well as their enforcement, and services, and on the other, to address community practices and behaviour. Prevention of violence, abuse and exploitation of children is addressed by tapping into communities’ resilience and capacity to care for and protect children from harm.

Child Protection Outcomes and Outputs of the current Multi-Country Programme of Cooperation are as follows:

**Outcome 1:** Child Protection Systems (including Justice and Police, child and family social services, health and education and communities) provide improved quality of and access to services for the prevention of and response to violence, abuse and exploitation of children at all times.

***Output 1.1*** Child protection national policy to prevent, detect and respond to violence against children (VAC) developed and established in at least four countries (Kiribati, Solomon Islands, Samoa, Fiji).

***Output 1.2*** Laws reviewed and harmonized with the Convention on the Rights of the Child (CRC) in at least eight countries (Kiribati, Solomon Islands, Samoa, Vanuatu, Fiji, Tuvalu, Federated States of Micronesia (FSM), Republic of the Marshall Islands (RMI).

***Output 1.3*** Training/capacity building of service providers/professionals (police, social welfare, health workers, education) carried out in at least four countries (Kiribati, Solomon Islands, Samoa, Fiji).

***Output 1.4*** Protocols, procedures, standard operating practices, referral networks developed and rolled out in at least four countries (Kiribati, Solomon Islands, Samoa, Fiji).

***Output 1.5*** Legislative and policy frameworks for birth registration revised in three countries (Kiribati, Solomon Islands, Vanuatu).

***Output 1.6*** Birth registration services decentralized with partnerships strengthened with health and other service providers in three target countries (Kiribati, Solomon Islands, Vanuatu).

**Outcome 2**:Parents, caregivers, and children demonstrate skills, knowledge and behaviour enabling children to grow up in caring homes and communities, including schools that are free from violence, abuse and exploitation.

***Output 2.1*** Media and social mobilization package for community facilitators on prevention and response to violence against children in families developed and implemented/rolled out.

***Output 2.2*** Development of guidelines on cyber safety/anti-bullying, tools developed and modelled.

***Output 2.3*** Guideline protocols designed and rolled out for teachers and students to prevent, detect and report violence against children in at least 3 countries (Fiji, Solomon Islands, Tuvalu).

An independent completion review of DFAT (AusAID) support to UNICEF Pacific Multi-Country Programme (2008-2012)’s Child Protection and Immunisation Programmes[[3]](#footnote-4) was conducted in 2012. Key recommendations for UNICEF Child Protection Programme in 2012 were:

***General***

* Strengthen performance against key aid effectiveness criteria to better align UNICEF processes with government systems and procedures.
* Improve efficiency of operations to reduce transaction costs for partners.
* Strengthen participation in sectoral and cross-government coordination mechanisms and work with civil society organisations.
* Give greater attention to building capacity of institutions and monitor impact of training on performance.
* Strengthen links with AusAID posts and CSO programmes to gain greater leverage.
* Assist partner Ministries to make the case for funding to Ministries of Finance.

***UNICEF Child Protection Programme***

* Consolidate child protection work to date including completion of end-line research to identify lessons to inform longer-term work.
* Work with ministries, national and regional training institutions and AusAID on innovative approaches to address workforce shortages.
* Develop a clearly articulated theory of change and simplify categories of CP work to improve understanding.

***AusAID***

* The proposed support to the MCP over the next 12-18 months should consolidate the immunisation and CP programmes with limited expectations of expansion.
* Beyond that period, provide future support to the UNICEF MCP as un-earmarked support in line with AusAID’s aid effectiveness agenda and partnership agreement with UNICEF.
* A future programme should establish high-level results indicators for child protection and immunisation and for performance against aid effectiveness principles.
* Support for multi-country support should be largely focused on areas where there is regional added value, but allow flexibility in pursuing innovative approaches at country level. Significant support for in-country operations should be funded, where possible, through the AusAID bilateral program.
* Explore the use of thematic regional funds to improve coherence and cooperation in support of country owned health agendas models.
* Consider institutional strengthening support for Ministries of Women, Children, Youth, Disability and Social Welfare.

An Evaluation of Capacity Development for Police on Child Protection was conducted in Fiji, Kiribati and Vanuatu in 2016. The main recommendations from this Evaluation were:

***Government Agencies in charge of Child Protection***

* Address gaps in child protection legislation and regulations by bringing all national legislation in line with the CRC
* Develop quality, appropriate and accessible rehabilitation and reintegration services for child victims and witnesses of violence and youth offenders, provided by government, communities, non government and faith-based organisations
* Develop clear guidelines on inter-agency collaboration in child protection
* Ensure all child protection committees and working groups are inclusive and have appropriate terms of reference signed off at the highest levels, and that all such groups are resourced adequately

***National Police Forces/Services***

* Review standing operating procedures for handling children against the revised child protection policy, ensuring that procedures are contextualised, available in local languages, taking into account agreements over the jurisdiction of the formal and informal justice systems (where applicable)
* Review how more comprehensive data on children can be integrated into police data collection systems to inform strategic planning
* Conduct a process evaluation of SOP implementation with a view to supporting adaptation and ongoing learning
* Further integrate child protection training into national training curriculums and institute regular monitoring and evaluation to identify training needs and support police competencies
* Establish, where they do not exist, human resource management systems and processes that track staff performance and training; and are linked to promotions
* Establish, where they do not exist, performance-based management and accountability systems that hold managers to account for ensuring staff understand and comply with child protection policy and procedures
* Ensure all systems and processes can be analysed by gender and initiate a regular gender review of all appointments, promotions and trainings.

UNICEF and DFAT are planning to have a joint progress review of the 2013-2017 Programme, conducted by a team of 2 external Consultants, 1 international and 1 national.

# Purpose of the Assignment

**General Objective**

The objective of the review is to assess relevance, efficiency, effectiveness, monitoring and evaluation and sustainability of UNICEF’s activities and approaches in responding to Child Protection issues in the Pacific, with a view to informing current programme learning and improvement, and the design of the next phase of the Programme.

**Specific Objectives**

* 1. To assess the implementation of the 2012 review recommendations
  2. To identify current programme achievements and non achievements in relation to Outcomes/ Outputs
  3. To analyse programme success factors and constraints
  4. To analyse corrective measures taken or needing to be taken to address programme constraints
  5. To identify positive and negative unexpected results
  6. To assess adequacy of the M&E system and the extent to which the M&E system is generating credible information that is being used for decision making, learning and accountability purposes.
  7. To analyse to what extent cross-sectoral issues such as gender, disability and environmental concerns have been taken into account
  8. To analyse operational and managerial aspects of the programme in terms of use of resources and timeliness of implementation in relation to the planned budget and timeline
  9. To analyse the cost effectiveness of the programme
  10. To identify enduring benefits or systems in place including local ownership and capacity to sustain results

11. To identify lessons learnt and make recommendations for the next phase.

**Users of the Review**

The primary users of the Review will be UNICEF and DFAT (Senior Executive and Programme staff at desk and post). Other users of the Review will include PIC governments and non-State actors working to address children’s issues and multilateral organisations including other UN Agencies.

| ***Primary Audience of Review*** | ***Intended Use of Review*** |
| --- | --- |
| Australian DFAT | * Accountability; advocacy, learning and final Child Protection Programme reporting |
| UNICEF Pacific Multi-Country Office | * Accountability and application of lessons learned to future programme design * Inform the overall Child Protection Programme in the Pacific in terms of way forward as well as feasibility of scaling-up * Contribution to UNICEF overall programme design for the new Multi-Country Programme, including updating of the UNICEF Analysis of the Situation of Children and Women |
| ***Other Audience of Review*** | * Inform high-level decisions on matters related to planning, budgeting and implementation of Child Protection policies and plans * Advocacy for improvement of monitoring systems * Inform sector coordination, policies, legislation, guidelines and programme planning for possible improvements * Advocacy for continued support to the development of sector-wide capacity building and training initiatives * Advocacy to concerned national government agencies, local government units, development partners on lessons learned and recommendations on the way forward * Learning and advocacy on effective interventions and support in different provincial government contexts |
| Pacific Islands Governments  Other Multilateral Organizations and UN agencies |

**Scope of Work**

The Review will cover:

-Implementation period: from June 2014 to March 2017.

-Geographical scope for field work: full-fledge: Kiribati, Solomon Islands and Vanuatu; to a lesser extent: Fiji; and consultation of Suva-based regional partners, in order to get an overview of programme results in the other countries.

-Thematic areas: all areas of the Programme.

**Review Reference Group**

***Composition***

-UNICEF

-DFAT

-Pacific Women

***Role***

The RRG will enhance the quality of the review by guiding, reviewing and providing feedback on the products of the review, and endorsing the final report. Specific roles and responsibilities include:

- Providing inputs to the TOR of the Review

- Contributing to the selection of Consultants

- Providing comments on the Inception Report and draft Review Report; and

- Ensuring the final draft Review meets DFAT and UNICEF quality standards

The RRG may request the Consultants to brief it at any time to provide updates on the work and findings until work completion. Similarly, the Consultants will be able to consult with the RRG at any time throughout the review.

UNICEF and DFAT will provide advice and relevant documentation, as well as understanding of DFAT’s and UNICEF’s processes.

DFAT and UNICEF Suva-based and field-based staff may accompany the Consultants to selected meetings and field visits, where appropriate.

***RRG Members and Contact Details***

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **Organisation** | **Email** |
| Brigitte Sonnois | Chief Child Protection | UNICEF | [bsonnois@unicef.org](mailto:bsonnois@unicef.org) |
| Nilesh Goundar | Programme Manager | DFAT | [Nilesh.goundar@dfat.gov.au](mailto:Nilesh.goundar@dfat.gov.au) |
| Emily Miller | Monitoring & Evaluation Advisor | Pacific Women | [Emily.miller@pacificwomen.org](mailto:Emily.miller@pacificwomen.org) |
| Lemuel Villamar  Stanley Gwavuya | M & E Officer  Social Policy Specialist | UNICEF | [lvillamar@unicef.org](mailto:lvillamar@unicef.org); [sgwavuya@unicef.org](mailto:sgwavuya@unicef.org) |
| Salote Kaimacuata | Child Protection Specialist | UNICEF | [skaimacuata@unicef.org](mailto:skaimacuata@unicef.org) |

# Methodology

Methods to collect evidence should include, but not necessarily be limited to, the following:

* **Desk review** of documents related to the programme such as relevant project documentation, including background materials used in programme formulation, approved programme proposal, annual budgets and work plans, consolidated progress reports, project monitoring reports, national and international monitoring reports and surveys.
* **Key Informant Interviews** (KIIs) including with UNICEF, DFAT, and government personnel at regional, national and provincial levels and other relevant persons. KIIs should be conducted in three countries as well as some in Fiji.
* **Field Observations** will be conducted to ascertain whether outputs have translated into practice. While it is not expected to be comprehensive, an indicative understanding from visits to partners can be gleaned as to whether, for example, strategies, policies and guidelines have been rolled out and whether staff can describe correct protocols.

# Work Schedule

Total number of working days: 34; 18 in-countries, 16 distance.

Dates: April – May 2017

# Payment Schedule

* 30% of the consultancy fee upon receipt and acknowledgement by UNICEF that the Inception Report meets required standards
* 30% of the consultancy fee upon submission of draft Review Report
* 40% upon receipt and acknowledgement by UNICEF that the final Review Report meets required standards

# Deliverables/End Products

The Contracts will be deliverable-based.

1. Inception Report outlining the methodology of the review – by Day 5

2. Presentation of Preliminary Findings – by Day 29

3. Draft Review Report – by Day 34

4. Final Review Report, not to exceed 20 pages (excluding annexes) – by Day 49.

The report will include an Executive Summary of up to 2 pages, key findings, lessons learned and recommendations. Annexes should include these terms of reference, the final review plan, the list of individuals/institutions involved in the review, the list of documents reviewed and any other information the Consultants deem relevant and useful. The Report should also include country specific Annexes with a summary of main findings and recommendations for each country, in order to facilitate implementation follow up at country level.

# Supervisor Name and Type of Supervision

The Consultants will be under the supervision of UNICEF Pacific Chief of Child Protection, Brigitte Sonnois, who will provide guidance, ensure that they have access to all necessary documents and will introduce them to all relevant organisations and individuals so they can conduct interviews with key informants and field visits. The Consultants will work closely with other UNICEF Child Protection team members.

# Consultants’ Work Plan and Official Travel

**Work Plan**

|  |  |  |  |
| --- | --- | --- | --- |
| **Working days** | **Consultants Location** | **Activities** | **Deliverables** |
| 5 | Distance | -Desk review of documents provided by the RRG.  -Drafting and submission of Inception Report **before travel to Fiji**. | Draft Inception Report |
| (5) | N/A | No action by International Consultant.  Draft Inception Report reviewed and commented on by the Review Reference Group (RRG) and National Consultant.  **Consultant are not paid for these days.** |  |
| 1 | Distance | Finalisation of Inception Report incorporating comments from RRG. | Finalised Inception Report |
| 18 | Fiji 3  Kiribati 4  Solomon 4  Vanuatu 4  Fiji 3 | * Meetings * Key informant interviews * Field observations * Analysis and documentation of information * Preparation of draft Review Report * Presentation of preliminary findings | Draft Review Report  Presentation of preliminary findings |
| 5 | Distance | Draft Report writing |  |
| (10) | N/A | No action by Consultant.  Draft Review Report reviewed and commented by RRG and National Consultant. **Consultants are not paid for these days.** |  |
| 5 | Distance | Revise draft Review Report incorporating comments from RRG and submit final Review Report. | Final accepted Review Report |

**Consultants’ Official Travel**

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

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

The Consultants will make their own travel arrangements from Suva to Kiribati, Solomon Islands and Vanuatu, in Economy Class, by the most direct and most economical class. All Travel costs will be reimbursed to the Consultants upon submission of invoices and travel documents.

# Consultants’ Work Place

Consultants will use their own computer and telephone equipment. UNICEF will assist in arranging face-to-face meetings as well as email, telephone and Skype conversations with key informants.

# UNICEF will be responsible for the contractual aspects of the Consultancy, as well as for the logistics of the initial briefing and debriefing sessions. UNICEF will also be responsible for assisting the Consultants with the logistical aspects of the field visits, arranging appointments and contact with relevant agencies and partners.

# Qualifications or Specialized Knowledge/Experience Required

Qualifications

* Advanced University degree in social sciences or any other relevant degree

Experience

* At least 8 to 10 years of experience in development work or related fields
* Demonstrated and documented experience of conducting and leading similar programme reviews
* Experience working with multilateral (UN and/or other) and bilateral development agencies, in particular familiarity with DFAT policies and procedures an asset
* Experience working with Governments on Child Protection Systems
* Demonstrated understanding of child protection, particularly in a development context
* Previous experience in the Pacific region required

Languages

* Fluency in spoken and written English

Competencies

* Demonstrable analytical skills and strong interviewing and drafting/report writing skills
* Excellent coordination and team working skills

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Prepared by: Reviewed by Chief of Operations

Name: Brigitte Sonnois Name:

Date: 6 April 2017 Date:

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Approved by Deputy Representative

Name:

Date:

**Annex : Documents for Desk Review**

The list of documents to be reviewed may include (NOTE: This list is not exhaustive):

**UNICEF Documents**

General Programme Documents

* Proposal to DFAT
* Programme Theory of Change and Monitoring and Evaluation Framework
* Multi-Country Child Protection Programme Document 2013 – 2017
* Child Protection Work Plans
* Annual Reports and DFAT comments on Annual Reports
* UNICEF Child Protection Strategy
* Financial records (Annual donor statements)
* Evaluation of Police Capacity Development on Child Protection in Fiji, Kiribati and Vanuatu 2016
* Strategy Note and Theory of Change UNICEF Pacific 2017 and draft country programme documents for 2018 - 2022
* UNICEF Pacific Independent Completion Review 2012
* UNICEF Internal Mid-Term Review (MTR) of the 2013 – 2017 Pacific Islands Multi-Country Programme in 2015

Emergencies

* Child Protection in Emergencies: A toolkit for practitioners in the Pacific Island Countries

Justice /Police

* Fiji Police SOP for Handling Children in Contact with the Law
* Kiribati Police SOP for Handling Children in Contact with the Law
* Vanuatu SOP for Handling Children in Contact with the Law
* Fiji Police Pocket Guide; Kiribati Police Aide Memoire; Vanuatu Police Pocket Guide
* Police SOP on Diversion
* SOP on Handling Sexual Offences
* SOP Police Register for Children
* Police Training Manual (Fiji, Kiribati, Vanuatu)

Legislative Reform

* Kiribati Children Young Persons and Family Welfare Act 2013
* Kiribati Juvenile Justice Act 2015
* Nauru’s Child Protection and Welfare Act 2016
* Samoa’s Child Care and Protection Bill
* Solomon Island’s Child and Family Welfare Bill
* Vanuatu Juvenile Justice Practice Direction
* Fiji: Children in Need of Protection; Children in Conflict with the Law; Community Based Corrections; Adoption Bill

Case Studies

* Case Study on Narrowing the Gaps in Birth Registration: Born Identity Project Solomon Islands (short and long versions available)
* Child Protection Case Study: Partnerships Promoting Birth Registration in Kiribati
* Child Protection Case Study: How Ground-Breaking Legislation is Promoting Child Protection in Kiribati
* Child Protection Case Study: Partnerships Lifting Birth Registration Numbers in Vanuatu
* Child Protection Case Study: Children are a Precious Gift from God Community Facilitation Manual

Governance Indicator Framework

* Child Protection Governance Indicators Framework: Assessment Summary Fiji
* Child Protection Governance Indicators Framework: Assessment Summary Kiribati
* Child Protection Governance Indicators Framework: Assessment Summary Solomon Islands
* Child Protection Governance Indicators Framework: Four Pacific Countries Regional Overview

Violence against Children

* Report on the Pacific Conference on Ending Violence against Children
* Harmful Connections: Examining the relationship between violence against women and violence against children in the South Pacific

Baseline Reports

* Protect me with Love and Care: A Baseline Report for creating a future free from violence, abuse and exploitation of girls and boys in Fiji (+ Fact Sheet also available)
* Protect me with Love and Care: A Baseline Report for creating a future free from violence, abuse and exploitation of girls and boys in Kiribati (+ Fact Sheet also available)
* Protect me with Love and Care: A Baseline Report for creating a future free from violence, abuse and exploitation of girls and boys in Solomon Islands (+ Fact Sheet also available)
* Protect me with Love and Care: A Baseline Report for creating a future free from violence, abuse and exploitation of girls and boys in Vanuatu (+ Fact Sheet also available)
* Review of the Child Protection System in Nauru (2016)
* Child Protection Baseline Report for Samoa (2013)
* The Republic of Palau Child Protection Baseline Report: Value and Protect Our Precious Resources: Our Children (+ Fact Sheet also available)
* Child Protection Baseline Report Republic of the Marshall Islands: Value and Protect Our Precious Resources: Our Children (+ Fact Sheet also available)
* Child Protection Baseline Report for the Federated States of Micronesia: Protect Me with Love and Care (+ Fact Sheet also available)

Videos

* Vanuatu Civil Registration
* How to obtain a birth certificate Vanuatu PSA
* Birth registration Solomon Islands
* Birth registration Kiribati

**DFAT Documents**

Guidelines and templates

* DFAT (2013) DFAT *Monitoring and Evaluation Standards* – DFAT, Canberra, Australia

<http://aid.dfat.gov.au/Publications/Pages/monitoring-evaluation-standards.aspx>

* DFAT (2014) *Monitoring and Evaluation Framework for Pacific Women Shaping Pacific Development.* Australian Government: Canberra, Australia

Pacific Women Shaping Pacific Women Monitoring and Evaluation Framework

<http://www.pacificwomen.org/resources/pacific-women-monitoring-and-evaluation-framework/>

Reference documents

* *Australian aid: promoting prosperity, reducing poverty, enhancing stability, 2014*
* *DFAT Aid Quality Checks and Partner Performance assessments*

**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: Brigitte Sonnois

Chief Child Protection Name: Vathinee Jitjaturunt

Date: Date:

1. UNICEF Pacific, *Protect me with Love and Care*. 2010. Child Protection Baseline Research studies were conducted in Fiji, Kiribati, Solomon Islands and Vanuatu in collaboration with Government partners. [↑](#footnote-ref-2)
2. UNICEF Multi-Country Programme for the Pacific covers Cook Islands, Fiji, Kiribati, Nauru, Niue, Palau, Federated States of Micronesia, Republic of Marshall Islands, Samoa, Solomon Islands, Tonga, Tokelau, Tuvalu and Vanuatu. [↑](#footnote-ref-3)
3. Independent Completion Review: AusAID support for UNICEF Pacific Multi-Country Program (2008-2012) Child Protection and Immunisation Programs December 2012. [↑](#footnote-ref-4)