

TERMS OF REFERENCE**Water, sanitation and hygiene (WASH) in Schools Consultant****Requesting Section:** WASH**Date/Updated date:** 28 February 2018**Programme Area and Specific Project involved:** Reach for the Starts, Fiji WASH in Schools Programme**Output:** WASH Supply FIJ: WASH in Schools 1430/A0/06/802/002/012

Background:

UNICEF works in 190 countries and territories to protect the rights of every child. UNICEF has spent 70 years working to improve the lives of children and their families. Defending children's rights throughout their lives requires a global presence, aiming to produce results and understand their effects. UNICEF believes all children have a right to survive, thrive and fulfill their potential – to the benefit of a better world.

UNICEF Pacific is a Multi-Country Office based in Suva, Fiji that supports UNICEF programmes and operations in 14 Pacific Island Countries in the areas of Education, Child Protection, Child Survival and Development, Water, Sanitation and Hygiene, Finance, Human Resources, Administration and Information Technology. UNICEF Pacific has three Field Offices in Vanuatu, Solomon Islands and Kiribati.

Purpose of Assignment:

UNICEF mobilized financing from Australia and the National Committee for Australia for the upscaling and replication of a WASH in Schools programme in Fiji. A WASH in Schools Consultant is being sought who can play a critical role in the roll-out of the UNICEF Three Star approach and actively support inclusion and equity in WASH in Schools programming. The consultant is expected to provide guidance in aspects as gender, menstrual hygiene management, children with a disability, climate change and resilience and cover these in regional sector standards, guidelines and other tools. The consultant is expected to work closely with national government counterparts in Fiji including the Ministry of Education, Ministry of Health and Medical Services, the Fiji Water Authority and the National Disaster Management Office (NDMO). The consultant is also expected to work closely with other UNICEF sections (most notably Education) and various partner agencies including the UN agencies, regional organizations and NGO's combined in the Pacific WASH Coalition and National WASH Clusters.

Scope of Work/ Work Assignments:

The consultant will carry out the following activities:

- 1. WASH in Schools.** Provide technical support to government partners and local NGOs implementing WASH in Schools programmes
 - 1.1 Conduct bottleneck analysis and baseline assessment/survey for WASH in Schools
 - 1.2 Conduct field monitoring visits in the field with partners
 - 1.3 Provide technical capacity and engineer support to MoEHA Asset Management Unit on infrastructure designs.
 - 1.4 Provide training to AMU team on monitoring and improving support and response to schools as well as coordination between other divisions of MoEHA.
- 2. WASH Sector Coordination.** Provide technical support and input to sector groups (regional and local)
 - 2.1 Work closely with regional partners such as Secretariat for the Pacific Community (SPC), Pacific Disability Forum among harmonization for cross-sectoral work such as gender, children with a disability and climate change risk management
 - 2.2 Support coordination related aspects around WASH policies, standards and guidelines development in UNICEF or by partners
 - 2.3 Facilitate and/or participate in existing coordination platforms with MoEHA, MoHMS and other WASH involved stakeholders to ensure coordination

3. **WASH Data and Knowledge Management.** Support government and NGO partners in data collection and reporting through Akvo Flow and AKVO RSR
 - 3.1 Conduct training for partners as needed to increase and maximize use of the Akvo platforms and other online platforms.
 - 3.2 Assist partners with reporting and documentation (such as writing human interest stories, and other advocacy materials).
4. **Support Emergency preparedness and response.** In the event of an emergency,
 - 4.1 Assist the Technical Working Group in the development of Education and WASH preparedness documents, including contingency plans, 4W matrix, maps, assessment forms, standards, stocklist and partner mapping.
 - 4.2 In the event of an emergency, to coordinate and work with MoE and the sector to plan and distribute WASH kits to schools and any other emergency support needed.

Work Schedule:

The consultant is expected to work on a full-time basis and may negotiate up to 1 month (4 weeks) of absence without pay. The duration of the contract will be from April 2018 to March 2019.

Payment Schedule:

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

Deliverables/End Products:

Deliverable	Expected duration	Payment USD
WASH in Schools		60%
<ul style="list-style-type: none"> Baseline and Bottleneck assessment report Contract Management with WASH in Schools partners on Three Star Programme Capacity training for local partners and government partners (AMU) on WASH in Schools, documentation, monitoring and reporting Programmatic visits 	Entire duration of contract	
WASH sector coordination		10%
<ul style="list-style-type: none"> Minutes and contribution to meetings with at least a presentation made (Education cluster meeting, WASH Cluster or any other venue) Support to MoEHA in rolling out of FEMIS and other training with national/district education officers 	Periodically as meetings are held	
WASH Data and Knowledge Management		20%
<ul style="list-style-type: none"> Report (including training plan and presentation) on Akvo Flow and Akvo RSR as well as WASHBAT online tools Advocacy activities (Global WASH related days and other events – S4D) 	Entire duration of the contract but reports and update of RSR especially due 2 months prior to Donor Report deadlines.	
Support Emergency preparedness and response		10%
<ul style="list-style-type: none"> Report on support to Technical Group and Emergency Cluster 	As required during the contract period	

Supervisor Name and Type of Supervision that will be provided:

The consultant will be under the direct supervision of the WASH Specialist at the UNICEF Office for Pacific Island Countries.

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 own visa to the duty station – UNICEF will provide a support letter to assist with visa approval.

Consultant's Work Place:

The consultant will have a flexible work arrangement where at times he works out of the UNICEF Suva based office and other times, he can work remotely where he has access to good internet connectivity.

Qualifications or Specialized Knowledge/Experience Required:Qualifications

- Degree in one of the disciplines relevant to the following areas: Public Health, Civil Engineering, Mechanical Engineering, Geology, Hydrology, Sanitation Engineering, or a field relevant to international WASH related development assistance;
- Additional training in Health Education or Communication for Development are considered an asset;
- Additional training and experience in emergency/humanitarian response, preparedness and capacity building on disaster and climate risk resilience is considered an asset.

Experience

- Eight years of progressively responsible professional work experience in the UN or other international development organization, national government or the private sector;
- Familiarity with Pacific WASH Sector partners and programmes;
- Experience on WASH in Schools programmes focusing on hygiene behavior improvements;
- Experience on WASH Resilience and Drinking Water Safety and Security Planning;
- Background/familiarity with Emergency (preparedness and response) and the WASH Cluster approach;
- Methodology of programme/project management;
- Knowledge of global human rights issues, specifically relating to children and women, and the current UNICEF positions and approaches.

Languages

- Fluency in English and knowledge of Fijian or Hindi or other Pacific languages is an asset.

Core Competencies

- Communication / Working with People / Drive for Results

Functional Competencies

- Analyzing / Relating and Networking / Deciding and Initiating Action / Applying Technical Expertise

Prepared by Section Chief:
Name: Marc Overmars
Date:

Reviewed by Chief of Operations
Name:
Date:

Approved by Deputy Representative **
Name:
Date:

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 UNICEF 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 contract.

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:

(a) 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.

(b) 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 contract, 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

- (a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
- (b) 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 contract, 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:
Name/Title:
Date:

Approved by Deputy Representative **
Name:
Date

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