

REQUEST FOR QUOTATION RFQ20-135

Date: 20 November 2020

Consultancy work: Formative evaluation and implementation review: Improving access to Pacific Statistics and Data (PSD) Initiative

The Statistics for Development Division (SDD) and the Information Services (IS) of the Pacific Community (SPC) would like to invite interested individuals to submit a proposal for the Provision of consultancy work on the formative evaluation and implementation review on the improving access to Pacific Statistics and Data Initiative project. See details in the Terms of Reference.

1. All interested individuals are to submit proposal with the heading **RFQ 20/135** by email to Ms Elizabeth Ragimana, Statistics Adviser – Strategic Planning, Monitoring and Analysis (ElizabethR@spc.int) and to Ms. Sandra Gianini, Finance and Administration Officer (sandrag@spc.int) before **4.00 pm, Noumea time, on 6 December 2020**.
2. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices should be inclusive of all costs and statutory obligations.
3. All prices quoted shall include a daily rate for consultancy services and be inclusive of all costs related to the delivery of the consultancy services to SPC and any applicable taxes.
4. The validity of quotation shall be for 120 days from the deadline for submission. There shall be no change to the quotation after it has been approved.
5. Any requests for clarification or additional information shall be directed to EdwardB@spc.int and ElizabethR@spc.int with copy to sandrag@spc.int.

This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organisation.

TERMS OF REFERENCE
(RFQ20-135)

**Project Title: Consultancy work - formative evaluation and implementation review:
Improving access to Pacific Statistics and Data (PSD) Initiative**

A. Background

On behalf of its member countries and territories, the Pacific Community (SPC) is the custodian of large amounts of data. There is growing momentum to unlock the power of this data to support evidence-informed decision making for the sustainable development of the region.

The New Zealand Ministry of Foreign Affairs and Trade (MFAT) funded Activity for Improving Access to Pacific Statistics and Data (PSD) Initiative, led by the Statistics for Development Division (SDD) and the Pacific Data Hub (PDH – www.pacificdata.org), is a programme of work being implemented by SPC. The program supports interconnected streams of work for SDD and the PDH and provides an important public good for the region.

The goal of the initiative is to improve evidence-informed decision making in the Pacific through increasing access to and capability to utilise quality and timely data and statistics. In 2019, the programme received a 4-year activity grant from the MFAT.

The PSD is an integrated, cross-organisational programme of work with the entirety of SPC in service to the Pacific Region. Both SPC and MFAT recognise that the PSD, while building on existing streams of work, is a “regional first” in both its implementation approach and intended outcomes. As such, SPC and MFAT have agreed to use an adaptive approach to the management and implementation of the PSD.

The working version of the PSD initiative theory of change can be found in Annex A.

The programme involves a number of workstreams, including the development and strengthening of the PDH platform as the source of Pacific Evidence, as well as support to regional Sustainable Development Goals (SDG) data collection and monitoring, improvements to National Statistics Office (NSO) websites and dissemination, data curation (including microdata curation), improved data governance (within SPC, member governments and a Pacific data ecosystem), and capacity development for evidence-informed decision-making at national and regional level.

B. Consultancy Purpose

SPC now seeks a skilled evaluator to design and lead a formative evaluation and implementation review of the PSD initiative. The PSD is close to its mid-term, and is at a critical juncture in implementation, with the work over the next two years being key to ensuring that the right outcomes are reached and appropriate processes with partners are used.

The main purpose of the consultancy is to **support ongoing adaptive development of the PSD** – reviewing implementation arrangements (including Theory of Change and MERL framework) and

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progress toward intended outcomes, considering where and how the initiative is effective and where improvements might be needed. It is expected to clarify and propose adjustments to the PSD theory of change, as well as providing evidence of how the PSD can be best positioned to achieve the right outcomes in the remaining time. It should help to position the PSD as part of a longer-term investment in evidence-informed decision making and the management, dissemination and governance of statistics and data in the Pacific Region.

The consultancy will review the connections and complementarity PSD to SPC's Strategic Plan, broader programme of work and the Pacific Statistics and Data 'ecosystem'. It will also review the adaptive management approach of the PSD, including the supporting MEL systems and governance, and document lessons and identify potential improvements. It should also support the adaptation of the PSD to respond to both the experienced and anticipated impacts of COVID-19, the necessary adjustments to activities, member country engagement, and identification of the potential of the programme to contribute to regional COVID-19 response and recovery

The intended audiences for the evaluation are the PSD Steering Committee (comprising SPC, MFAT and Pacific Community member country representatives), SPC Senior Leadership, and the PSD Technical Working group. The evaluation will also be used to inform SPC's integrated cross-organisation initiatives, and a version will be made available to other stakeholders and development partners in the Pacific Region with an interest in the use of data and statistics to support evidence-informed decision making.

C. Scope of work

The evaluation will cover the period from June 2019 – November 2020. The focus of the evaluation will be on what the PSD has achieved, and the implementation arrangements of the PSD in relation to desired outcomes, identifying barriers and facilitators to achievement of outcomes, and anticipated risks or challenges going forward. This will include consultation with national and regional stakeholders who are the target users of the PSD - including Pacific Island Countries and Territories, other regional players in the Pacific Data Ecosystem, as well as NZ MFAT and SPC. The scope covers the PSD initiative, comprising activities led by the Pacific Data Hub team (Information Services) and the Statistics for Development Division (SDD). The PSD should be considered within the context of the broader programme of work of the PDH and SDD, and it aligns with other areas of SPC's mandate and work.

The evaluation will also consider the programme theory of change and the MERL framework (Annex A) in the context of the current and recommended implementation arrangements. It should take a formative or developmental approach to implementation as part of the adaptive management process, focussed on supporting project stakeholders to maximise the potential of the initiative, with a long-term view of how lessons can support improvements to implementation.

The evaluation questions will be guided by the OECD revised evaluation criteria and the definitions and principles for use, as well as the added criteria of relationships, and gender, equity and social inclusion.

- Coherence: how well does the intervention and its implementation fit internally and externally?

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- Effectiveness: to what extent is the intervention achieving, or likely to achieve, outcomes, and are there differential results across groups? How are these outcomes being achieved?
- Impact: To what extent has the PSD contributed to, or is likely to contribute to, significant positive and negative impacts beyond those identified as outcomes?
- Efficiency: how well are the resources being used in delivering implementation
- Sustainability: what needs to be put in place now to ensure the sustainability of the initiative?
- Partnerships, relationships and governance – what is working and what can be improved?

The evaluation is formative and intended to support the adaptive implementation and management of the PSD going forward, as well as to consider implications for future statistics and data initiatives in the region. Recommendations made by the consultant should consider the intended audience, and feasibility for implementation during the remainder of the project.

D. Institutional Arrangements

The evaluation will be Jointly Commissioned by SPC and MFAT, with day-to-day contract management by SPC. It will be managed by the Evaluation Manager (the SDD Statistics Advisor - Strategic Planning, Monitoring and Analysis), with support from SPC's Strategy, Performance and Learning Unit. The evaluation will be overseen by an Evaluation Steering group comprising of MFAT, country representatives on the PSD steering committee and the Directors of Information Services, the Statistics for Development Division and the Strategy, Performance and Learning Unit at SPC. The group will be involved in the selection of the consultant(s), oversight of the evaluation methodology and process, and selection of effective methods.

The PSD Technical Working Group – as the key group of SPC staff responsible for the implementation of the PSD – will play a central role in the evaluation.

E. Evaluation Questions

A set of initial evaluation questions is outlined in Annex B. These will be reviewed and finalised in agreement between the Evaluation Steering Group and the selected consultant(s), detailed in an inception report.

F. Methodology

The evaluator / team is expected to select appropriate methodology in consultation with the evaluation steering committee. The overall approach to MEL for the PSD is guided by the following approaches, which could be adapted to this assignment:

- **Adaptive management:** The MEL process will support regular cycles of data collection, combined with learning and reflection that provide key governance groups (the PSD Technical Working Group and Steering Committee) relevant information to learn, and adapt the workstreams and program management as needed. Therefore, a methodology with a developmental or formative focus with a strong focus on implementation would be well suited to this assignment.
- **Outcome harvesting:** working with project stakeholders to identify, formulate, analyse and

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interpret outcomes – working backwards to identify how an intervention contributed to these changes, supporting iterative revision and development of the PSD theory of change.

- **Pacific-centered approaches** to monitoring and evaluation. The program MEL draws on lessons from the *Pacific MEL convening* and will continue discussions with the PacMEL programme. Key elements include evidence-based storytelling to capture the real experience of Pacific Island stakeholders involved in the PSD, and for MEL activities to be led by and for Pacific Islanders, with a view of building capacity in the region.

Methods are expected to include

- Document review, including of relevant literature on key design criteria, strategy and implementation, the PSD MEL Framework, PSD reporting, and documentation from key project meetings.
- Participatory workshops and focus groups with the PSD Technical Working Group, User Group, and other SPC stakeholders.
- Engagement with Pacific Island Country stakeholders using COVID-adapted methods, which could include online key informant interviews, surveys, and other modes of engagement.

G. Place of Assignment

Due to COVID-19 travel restrictions, it is anticipated that this consultancy will be entirely home based. The consultant will be expected to use a variety of online tools to engage key stakeholders.

H. Duration and Timing

The assignment is expected to take approximately 30 working dates. The consultancy is to commence in 2020, with an evaluation plan developed before 10th January 2021. All deliverables are to be completed by 31 March 2021.

I. Qualifications of the successful contractor

The Successful Contractor will have:

Required:

- Relevant postgraduate qualifications
- Programming and/or evaluation experience in statistics, open data, or knowledge management,
- Extensive technical knowledge, skills, and expertise in evaluation design, concepts, and approaches, and evaluating complexity in particular;
- Facilitation skills, particularly related to programmatic and organizational learning, particularly in the context of adaptive management;
- Strong analytical skills to support both qualitative and quantitative research;
- Excellent oral and written communication and report-writing skills in English;
- Keen attention to detail, especially related to documenting data and associated processes;

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Strongly Preferred:

- Demonstrated experience in the Pacific region and with Pacific Island countries and institutions;
- Experience in the field of open data, data portals, and systems development.
- Leadership and strategic thinking skills;
- Active listening, proactive learning, and time management skills, with readiness to be in a learning role;
- Previous experience and comfort with working for multiple stakeholders with competing priorities/interests; and

J. Key Performance criteria

- *Quality, Utility and Timeliness of Deliverables:* the evaluation should be delivered on time, to agreed quality standards. Attention should be paid to the utility and usability of outputs and deliverables.
- *Stakeholder engagement and cross-cultural competence:* the consultant should pay attention, at all times, to quality of stakeholder engagement, in particular by the programme's governance group. This includes identifying ways to share findings with stakeholders. It also includes paying attention to cultural and contextual dynamics in the carrying out the evaluation.
- *Ethics and data protection:* The consultant and SPC will agree on a standard for ethical conduct and the use of data and evidence.
- *Gender, equity and social inclusion:* the process and outputs clearly demonstrate how gender and other elements of social inclusion interact with programme activities and outcomes.
- *MEL capacity development:* the consultant will consider how the review process and theory of change and refinement of MERL framework can build theory of change and MEL capacity within partners and the Pacific Region, including participation of Pacific Islanders in the review and theory of change process.
- *Sustainability:* The consultant will consider the current resourcing envelope, and strategies for sustaining the initiative beyond that resourcing envelope.

K. Evaluation Criteria

Criteria	Weight (%)
Relevant qualification and professional background and experience in conducting programmatic evaluations	25 %
Understanding of the assignment, and identification of appropriate methodologies.	30 %
Knowledge of and experience working with statistics, open data, or knowledge management, particularly in the Pacific region.	15 %
Excellent English language written skills, and facilitation skills	15%
Cost and ability to deliver within the timeframe	15%

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L. Expected outcomes

The expected outputs and timeline are provided in the below table.

Deliverables		Detail	Indicative Due Date
1	Inception Report and Evaluation Plan	<ul style="list-style-type: none"> A detailed plan (including refined key evaluation questions) and methodology for the evaluation and implementation review, using the MFAT evaluation plan template as far as possible 	10 January 2021
2	Participatory Theory of Change and MERL framework Workshop and Summary Report	<ul style="list-style-type: none"> Participatory review of: a) the structure and implementation arrangements for the PSD; and b) the theory of change with the Evaluation Steering Group and PSD Technical Working group, to update the programme logic and refine areas to explore during the after the review. Participatory workshop for refining the MERL framework to make it fit for purpose 	10 February 2021
3	Draft Evaluation Report and Presentation	<ul style="list-style-type: none"> A draft evaluation report of no more than 40 pages with an executive summary of no more than 4 pages, using an approved MFAT template Practical recommendations focussed on being useful to address key implementation issues and supporting the achievement of results Presentation of key findings and recommendations to the technical working group and steering committee. 	10 March 2021
4	Draft Knowledge Product	<ul style="list-style-type: none"> A draft knowledge product of two pages, documenting key review findings and lessons that implementing the PSD hold for other MEL stakeholders in the region. 	20 March 2021
5	Final Evaluation Report	<ul style="list-style-type: none"> Final review report taking on board feedback 	31 March 2021

M. Bid price and schedule of payments

Payments will be made on delivery of outputs as listed above in L (Expected Outcomes) and based on the following schedule.

Task	Milestone/output	Deadline	Payment
0	<ul style="list-style-type: none"> Upon signature 		20%
1	<ul style="list-style-type: none"> A detailed plan (including refined key evaluation questions) and methodology for the evaluation and implementation review, using the MFAT evaluation plan template as far as possible 	10 January 2021	10%

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Task	Milestone/output	Deadline	Payment
2	<ul style="list-style-type: none"> Participatory review of: a) the structure and implementation arrangements for the PSD; and b) the theory of change with the Evaluation Steering Group and PSD Technical Working group, to update the programme logic and refine areas to explore during the after the review. Participatory workshop for refining the MERL framework to make it fit for purpose 	10 February 2021	15%
3	<ul style="list-style-type: none"> A draft evaluation report of no more than 40 pages with an executive summary of no more than 4 pages, using an approved MFAT template Practical recommendations focussed on being useful to address key implementation issues and supporting the achievement of results Presentation of key findings and recommendations to the technical working group and steering committee. 	10 March 2021	15%
4	<ul style="list-style-type: none"> A draft knowledge product of two pages, documenting key review findings and lessons that implementing the PSD hold for other MEL stakeholders in the region. 	20 March 2021	10%
5	<ul style="list-style-type: none"> Final review report taking on board feedback 	31 March 2021	30%

N. Submission of quotations and Professional remuneration

If you are interested in this assignment, please send your CV and a proposal to Ms. Elizabeth Ragimana, Statistics Adviser – Strategic Planning, Monitoring and Analysis (ElizabethR@spc.int) and to Ms. Sandra Gianini, Finance and Administration Officer (sandrag@spc.int) before **4.00 pm, Noumea time, on 6 December 2020**.

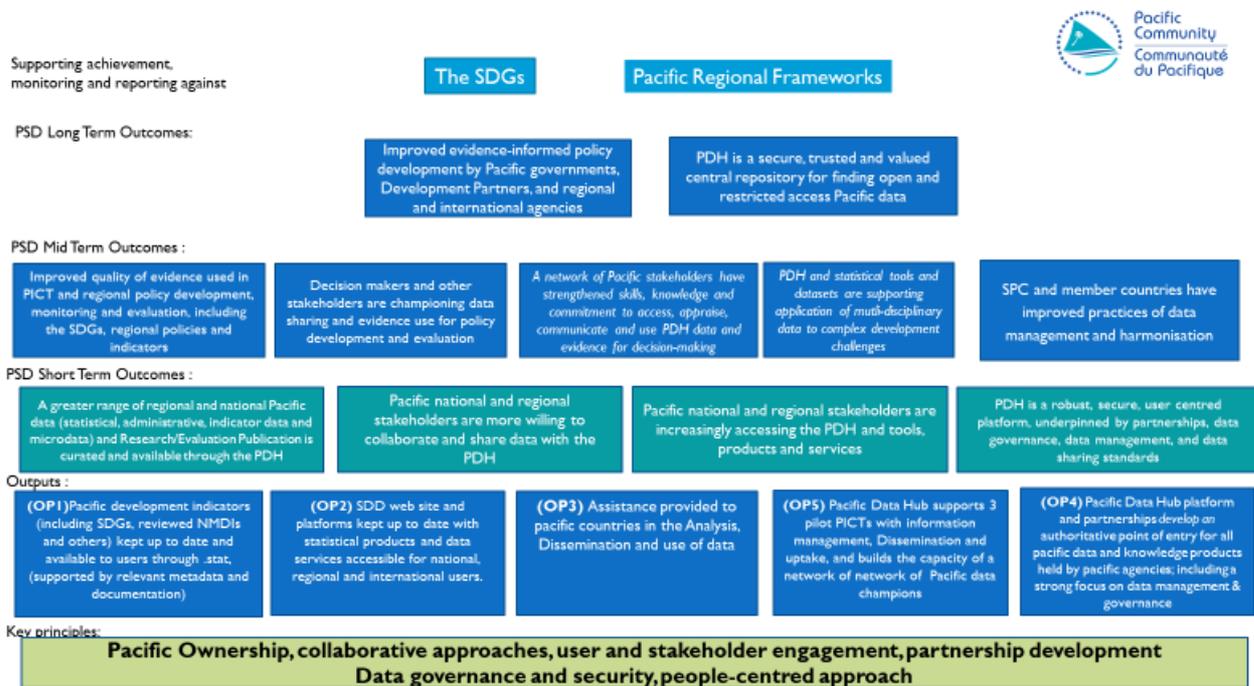
In your proposal, please:

- I. Outline your understanding of the TOR;
- II. Provide a copy of your CV (in English or French);
- III. Report against the qualification requirements; and
- IV. Provide the total rate for delivery of the outputs as specified in the Terms of Reference.

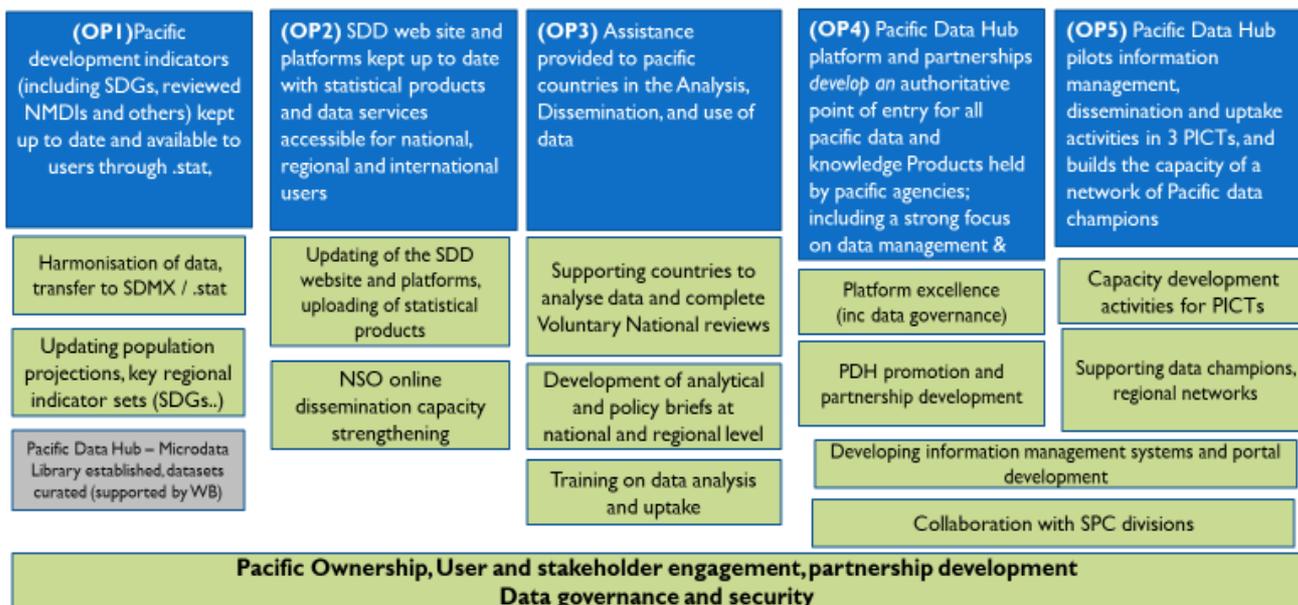
The rate must be commensurate with the qualifications and experience required for the role and represent value for money.

Please treat this document as *Business-in-confidence*; it is to assist you in deciding if you wish to register your interest in taking up this offer.

Annex A – PSD Theory of Change summary



THE WORKSTREAMS



Annex B – Draft Evaluation questions (to be further refined in inception period with the various stakeholders including some of the ‘intended beneficiaries’ of the PSD in the region).

	Key Questions
Relevance	What (if any) key changes to the context that affects the relevance of the PSD including demand for data for decision making (including in the context of COVID), and supply? How does it link to other players in the region forming part of the Pacific Data Ecosystem (including other data platforms used by researchers, evaluators, analysts...)?
Effectiveness	<p>Is the ToC fit for purpose? Are the outcomes the right ones, and do the key assumptions still hold? Is the MERL framework fit for purpose? What adjustments should be made to ensure should be made to the theory of change, implementation and the MEL system to ensure that the PSD can be most effective in its remaining time? What are key areas of uncertainty/complexity that require adaptive management?</p> <p>How has the PSD made progress toward intended outcomes? For whom, and in what contexts? What are key challenges, risks and enablers?</p> <p>What steps can the PSD take to make sure it moves toward achieving the right outcomes in the remainder of the project? Is the right information being collected at the right time through MEL systems and used to understand programme processes, outcomes, and learning to inform improvement? What adjustments are necessary?</p>
Efficiency	<p>To what extent are MFAT and SPC managing the project implementation and budget in an efficient and adaptive manner? What are key challenges and risks? What improvements are needed?</p> <p>How could the adaptive management be strengthened for the remainder of the programme?</p>
Coherence	<p>How does the PSD, and particularly PDH, partner internally and externally to support the outcomes of strategic frameworks of the Pacific Community and the Pacific Region?</p> <p>How does the PDH and PSD activities complement and align with the broader “Pacific Data Ecosystem”, and other data-sharing and evidence-informed decision making in the region.</p>
Sustainability	<p>How well is the PSD being used as “seed funding” for the Pacific Data Hub, to establish a long-term, regional public good?</p> <p>How effective is the adaptive management approach in achieving sustainability? What are key challenges and risks?</p>
Impact	To what extent do the PSD, PDH and associated statistical activities have the potential to contribute to significant positive or negative higher-level effects beyond

	those identified as objectives? What opportunities exist to maximise the potential for impact?
Relationships	What significant relationships (internal and external to SPC, including with intended beneficiaries) has the PSD formed and maintained? How are these contributing to programme outcomes (including data sharing, data uptake and use)? What are key challenges and risks?
Gender, equity and Social Inclusion	How, why and to what extent are gender and social inclusion being addressed by the PSD?

ANNEX II

DECLARATION OF CONFLICTS OF INTEREST

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1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title _____

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor has the legal status of an independent Contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor may not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of SPC.

6. SUB-CONTRACTING

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial

submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this contract.

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

8. INDEMNIFICATION

8.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

8.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.

8.3 The obligations under this clause do not lapse upon termination of this contract.

9. FRAUD AND CORRUPTION

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

- (i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be

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for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

10.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this

contract. This includes derivative works created as a result of products created pursuant to this contract.

13.2 At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC.

14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

15.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

16. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

16.2 The Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay

17. CONFLICT OF INTEREST

17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict

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of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its *Social and Environmental Responsibility Policy*.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

Child protection

18.3 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Human rights

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Gender equality and social inclusion

18.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.

Country office: Honiara, Solomon Islands.

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prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

- (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Environmental responsibility

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://www.un.orci/securitvcouncil/contenVun-sconsolidated-list>.

19.3 For purposes of this contract, the following definitions shall apply:

- (i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.
- (ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

20. OBSERVANCE OF THE LAW

The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this contract.

21. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

22.1 Force majeure for the purposes of this contract means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this contract.

22.3 The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the

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Contractor of a reasonable extension of time in which to perform its obligations under this contract.

22.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, SPC shall have the right to suspend or terminate this contract on the same terms and conditions as are provided for in clause 17 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

23.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

23.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

24. SETTLEMENT OF DISPUTES

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such

arbitration as the final adjudication of any such controversy, claim or dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.