



REQUEST FOR QUOTATION (RFQ)

DATE: 30/07/2021

SUBJECT: RFQ 21/167 – INTERGENERATIONAL DIALOGUE

1. You are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).
2. Queries or questions may be emailed to memam@spc.int
3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ.
4. SPC reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.
5. This RFQ has been requested from at least 3 service providers and quotations will be assessed based on both their assessed abilities to achieve the outcomes and cost.
6. Please email your quotation to memam@spc.int by **4.00pm (Fiji Time) on 21st August 2021**.
7. This letter is not to be construed in any way as an offer to contract with you or your organisation.

ANNEX I TERMS OF REFERENCE

A. Project Title: Intergenerational Dialogue.

Background:

One of SPC's specific focus areas is on youth development, guided by the Pacific Youth Development Framework (PYDF) 2014 – 2023 and delivered under the Human Rights and Social Development Programme (HRSDP). The PYDF comprises four priority outcome areas that have been determined by young people. These include:

- 1) More young people secure decent employment*
- 2) Young people's health status is improved*
- 3) Governance structures empower young people to increase their influence in decision-making processes*
- 4) More young people participate in environmental action.*

Across the region, governments whom have launched their own national youth policies have identified priorities that mirror these outcome areas and is evident of the strong alignment across the national and regional policy framework on youth development. While each outcome area refers to a different sector, they are interrelated and mutually reinforcing. Therefore, what is required is the application of an integrated lens in addressing these areas in terms of policy, programming and practice.

The State of Pacific Youth Report (SOPY) 2017 provides the latest information on how we as a region are progressing youth development and some ongoing challenges for youth. One of the challenges highlighted in the report is teenage pregnancy and sexually transmitted infections (STIs). STIs or STI symptoms amongst sexually active 15–24-year-olds were prevalent in 20% of females in Nauru, 12% in Vanuatu, and 9% in RMI. Among males, the highest figure was reported in Tonga (10%), followed by Vanuatu and Nauru (8 and 6% respectively). Within the region, a prevalence of over 35% of chlamydia was reported among 15 –19-year-old females and 27% for males of that age group (UNFPA, 2015). Teenage pregnancy on the other hand, is particularly high in remote and rural settings. Rural adolescent fertility in the Solomon Islands and Vanuatu is 70% and 77% respectively (UNFPA, 2014). On outer islands in RMI, this reaches 100%, while still high at 80% in the urbanized areas of the country.

Furthermore, SOPY 2017 also discussed the lack of information about sexual reproductive health and rights and girl's lack of self-autonomy over their bodies (UNFPA, 2013; UNFPA, 2007) as contributing factors to the continuous increase in STIs and teenage pregnancy. These issues are attributed to a number of factors ranging from lack of access to information and sexual reproductive health services, to gaps in communication at family and community level including through intergenerational dialogue and learning between elders and youth.

Another challenge that SOPY 2017 draws attention to is the high levels of youth unemployment in PICTs. The magnitude of the problem varies: for instance, Kiribati showed a 64.4% youth unemployment in 2015, Marshall Islands was at 58.8% in 2012, Fiji at 18.7% in 2007, Tuvalu at 20.9% rate in 2016 (Azzopardi, P. & Clarke, D., 2017, p.98). SOPY 2017 noted

that the issue is less serious in Polynesian countries like Tonga and Samoa where youth have better access to migration opportunities (ADB and ILO, 2017). In addition, statistical data available shows higher levels of unemployment for females in Fiji, Kiribati, Nauru, Niue, Palau, PNG, Samoa, Tonga and Tokelau. In RMI and FSM the male youth unemployment rate is higher than that for females. In all PICTs the youth labour force participation rate is higher for males than females. Youth unemployment has been exacerbated by COVID-19 (SPC, 2021).

SOPY 2017 recommends the strengthening of health education and promotion, improving access to quality youth friendly health education and services specifically for sexual and reproductive health (SRH), including addressing barriers to contraceptive services for youth. The report also recommends the development of programmes to deal with the adverse consequences of poor health behaviours or outcomes, treat STIs, and provide access to emergency contraception. Counselling is an important service that needs to be made widely available given the emerging issues of teenage pregnancy and youth mental health. The Report further noted some progress made in the areas of education (Azzopardi, P & Clarke, D, 2017, p.70), however, much more remains to be done to address the ongoing challenges of youth unemployment and health. In terms of youth unemployment, SOPY 2017 recommends the continuation of efforts to develop employability and entrepreneurship skills as part of a multiple pathways approach to lifelong skills development.

A key component of the package of integrated strategies for sustainable youth development in the region is intergenerational dialogue and learning. Intergenerational dialogue and learning have been recognised and emphasised as a key approach to achieving development goals and in achieving the priorities for youth development (Brubaker, T H. and Brubaker, E, 1999, pg.1). The concept of intergenerational dialogue and learning is defined by the International Consortium for Intergenerational Programs as a “social vehicle that create purposeful and ongoing exchange of resources and learning among older and younger generations” (Kaplan, M.S. Kaplan, 2001. pg.4). In a nutshell, “intergenerational dialogue and learning” are ways in which young people and elders support and care for one another. The focus is on establishing connections across generations, with the intention of sharing information for mutual benefit, but more importantly for the purpose of sustaining history, traditions and knowledge across generations. Intergenerational dialogue and learning is a concept that is familiar to Pacific Islanders given our oral histories and traditions practiced through storytelling carried through from generations to generations.

Purpose

In the wake of COVID-19, as part of SPC’s response efforts HRSD will engage youth in a programme applying intergenerational dialogue and learning to address some of the challenges young people are experiencing in the context of their sexual reproductive health and unemployment, and also loss of identity in terms of language and culture. The focus on health and unemployment not only responds to existing concerns of youth, but also takes into account the broader impacts of COVID-19 on young people, particularly on young women. It is anticipated that this programme will begin with a pilot focusing on sexual reproductive health but will also expand to other areas such as learning our own ways of knowing in agriculture, fisheries, biodiversity and others as the pilot progresses and expands to other parts of the region.

The application of intergenerational dialogue and learning recognises that the COVID-19 pandemic is more than just a health crisis in that it is impacting the core of societies at all levels. It is teaching us as Pacific Islanders to reemphasize our indigenous and local ways of knowing and being as our source of resilience throughout life. Our particular concern is in regard to the impact of the COVID-19 pandemic on vulnerable members of communities such as the elderly, women, girls, young people, the displaced, people living with disabilities and those living in poverty, all of whom are already facing hardships and inequalities.

The experience with the lockdowns, declarations of state of emergencies in some Pacific countries, border closures and travel restrictions has meant that we all had to re-think the way we work and organise ourselves; and our own people in the Pacific have also had to re-think lifestyles and ways of connecting with others and those in the outside world. Within this context, there is increasing appreciation of Pacific ways of knowing and Pacific ways of being, particularly in terms of indigenous knowledge and practices that have aided the survival of Pacific populations for many years. As countries become physically disconnected from the outside world as a result of border closures, they see value in their own ways of knowing as instruments and tools for survival and ultimately flourishing. The challenge, however, from the perspective of youth, is the knowledge gaps particularly as youth may not be so privileged in terms of accessing this information or accessing the custodians of knowledge in their family circles and communities. To this end, the application of Intergenerational Dialogue and Learning provides a platform for youth to access this information from the custodians of this knowledge as a way for youth themselves to develop solutions for the challenges they are facing, beginning with a focus on agriculture, fisheries and health. The intergenerational dialogue is a tool to enable the reciprocal engagement between elders and youth on issues that are taboo for young people to engage in or spaces where culturally young people seem to be excluded from.

As Pacific countries find ways to deal with the impacts of COVID-19, this presents a unique opportunity for the region to collectively explore and rethink how we can respond to these existing and emerging challenges. The focus on youth is critical because of their vulnerabilities at various levels and given that a large proportion of our population is young people. In a recent dialogue with the Council of Pacific Arts and Culture, Pacific countries noted appreciation of our indigenous knowledge and practices to increase our own resilience in the face of this pandemic. Tuvalu highlighted the need for Tuvaluan youth to be able to survive in a small atoll during a pandemic like COVID-19 hence recognised the importance of traditional skills in planting, fishing and traditional methods of food preservation. Cook Islands, on the other hand, highlighted the urgency for the national government to recognise and create innovation around its traditional knowledge on the local resources as an approach to retain Cook Islands youth in country. An intergenerational learning and nurturing initiative will facilitate youth development within this context.

The question we ask ourselves is, if intergenerational dialogue and learning as part of our oral traditions and history has helped sustain our Pacific people and their cultures, then how do we utilise and adapt this method of learning to assist us with interventions to addressing the health and unemployment challenges for youth? How do we extend the application of this methodology to also cover other areas towards building knowledge and skills including in agriculture, fisheries and food security, building livelihoods and promoting resilient communities?

The application of Intergenerational Dialogue and Learning is proposed to assist our member countries in responding to some of the health, employability and employment challenges that are limiting our young people's full potential to achieving their goals in life. The knowledge, wisdom and skills of our Pacific Island elders and the need to reconnect today's generation with our forefathers has been reiterated in many regional and national discussions including the recent Pacific Youth Leaders' Outcome Statement 2019, which called for bridging the intergenerational divide between the young people and their elders. Young people who were represented in the 2019 Pacific Youth Leaders Conference¹ highlighted the intergenerational divide between young people and elders/leaders, which needs to be bridged, nurtured and harnessed for effective and sustainable engagement. Young people also noted disconnection/misunderstanding of the traditional hierarchies, consultative processes and indigenous knowledge on various areas of development. This raises the need for young people to understand, recognise and work using the traditional principles and processes that are inclusive for better youth development outcomes.

In 2021, the [outcomes and recommendations](#) of the 14th Triennial Conference of Pacific Women and the 7th Meeting of Pacific Ministers for Women drew attention to the importance of intergenerational dialogue and life cycle approaches to ensure the perspectives of Pacific youth are heard across the nexus of priority thematic areas, notably disaster risk reduction and management, the climate crisis, social protection programmes, access to credit and financial services, guaranteeing sexual and reproductive health and rights and ending gender based violence. In collaboration with the Progressing Gender Equality in the Pacific Project Phase II (PGEPII), this initiative will trial a methodology of intergenerational dialogue with a specific focus on young women's reproductive sexual health, given it is a priority area of concern raised in SOPY and also falls within the broader areas of focus under the PYDF. The focus on agriculture and fisheries is part of a multiple pathway approach to enhancing employability skills, employment opportunities and an opportunity for young people to embrace traditional knowledge on these two areas for their sustainable development.

Programme Objectives:

The programme objectives include:

- i. To pilot the application of Intergenerational Dialogue to bridge the learning gap between the young women and their elders in particular their grandmothers, mothers and older female relatives, thereby breaking the barriers limiting open and frank communication on taboo issues;
- ii. To create a nurturing platform for effective and sustainable engagement between young women and their elders;
- iii. To create a space for young people to learn indigenous knowledge on various areas of development that are of interest, such as family planning, birthing mythologies, self-care and self-autonomy, traditional knowledge on agriculture and fisheries;

¹ Conference Organised by RRRT in collaboration with SDP.

- iv. To strengthen conversations on the use of intergenerational dialogue as an approach to enhancing youth engagement for building a resilient Pacific through documenting the dialogues and learnings.

Content:

The programme proposes a methodology entitled “*Talatalaga e Faafailele*”, literally translated as ‘**Intergenerational dialogue to nurture and provide source of health well-being, security and stability**’.

Talatalaga in Samoan is a dialogue or exchange between two or more people. In the Fijian language it is **Talanoa** and in Palauan it is ‘**Omekeroul**. Despite the different translations in many Pacific Island languages the concept is widely used to refer to detailed or in-depth sharing, imparting of the historical background, essence, value and processes associated with customs and traditions. This is usually done in the context of an older person often considered as knowledgeable within the family, a village or district. In the family context, **talatalaga, talanoa or omekeroul** can be about sharing details about family lineage including on chiefly titles, family lands or it can be about producing a traditional delicacy, a particular skill or other practices considered sacred and unique to particular families and communities. It can be done in a formal and informal setting. In a village setting a **talatalaga, Talanoa or omekeroul** can be on traditional ceremonial practices (e.g. role of the women, tattooing, carving, fishing practices, food-planting, origin and story behind a family name a particular village is known for). The objective of **talatalaga** is for the younger generation to learn about their identity and history and master the art of doing, and to ensure that they continue transmitting such knowledge to the future generations.

Faafailele on the other hand is to nurture; in the Fijian language it is **Veituberi** or **Veisusugu**, and in the Palauan language it is **Cheldecheduc²**. It is a concept often used to refer to the role of parents, leader or guardians to raise, nurture and nourish a child or anyone that is put under their care or support. It speaks to the special relationship between the parent/guardian as carer to the child and their duty and responsibility to care for, nurture and protect the child. It symbolises not only the full cycle of the nurturing process that has no ending and that it’s recurring but also the collective nature of how it is carried out.

Focus Area for the Dialogues:

Sexual Reproductive Health:

This programme is designed for young women to grasp the wealth of knowledge of their elders on health-related issues through intergenerational dialogues. Nurturing healthy relationships between the elders and young women is key to open and frank communication, life skills learning, building strong and resilient young women who will lead communities in changing and challenging times.

² The translations provided are just examples of how the concepts are contextualised in the three mentioned sites, however it is open for localisation and contextualisation by countries where relevant and appropriate.

Agriculture and Fisheries:

The focus on agriculture and fisheries part of the programme is designed as a practical response to the unemployment challenge pre- and post- COVID-19. It is for young people to grasp the wealth of knowledge of their elders on:

- Importance of different plant species to country histories and people's identities
- Plants and native tree uses
- Traditional methods of planting, soil tilting, seedling, transplanting; composting
- Harvesting and food preservation
- Traditional methods of fishing
- Traditional conservation methods
- The interrelationship between the plants, people and the environment
- Metaphors, similes and expressions originated from the importance of relationships, harnessed communication, agriculture, fisheries, biodiversity etc.
- Sports related/associated or originated from traditional agriculture and fisheries
- Agricultural and fisheries tools production

The transferring of the knowledge and the skills on all of the above through intergenerational dialogue will not only equip young people with various skills and knowledge for career pathways, but also enhanced their understanding on their Pacific identities and their ways of knowing. It is also an opportunity for the community elders and young people to encompass also a space for discussion on the challenges young people face with either engaging in taboo spaces, being excluded from decision making spaces or recognition of their contribution in sectors like fisheries and agriculture, so the nurturing and mentoring is a two-way process.

B. Scope of Work:

The Intergenerational Dialogue is piloted in Fiji, Samoa, Tuvalu, FSM and RMI. The Human Rights and Social Development Programme (HRSD) of the Pacific Community is looking to recruit local consultant for Samoa, Fiji, Tuvalu, RMI and FSM to assist HRSD with implementing this in the five pilot countries.

The local consultants will work in collaboration with HRSD Adviser Youth and Social Inclusion to support the implementation of the outlined activities in the five countries.

Proposed Activities:

1. In country consultation/briefing with elders and youth on the objectives of the Intergenerational Dialogue Activity and facilitate the in-country recruitment process.
2. Support and supervise the Intergenerational Dialogues implementation. The implementation includes a digital storytelling training, supervising the young people's documentation of the Intergenerational Dialogue methodology for learning and mentoring.
3. Organise at least two in country discussions, physical and online for the participants to share the learnings on Intergenerational Dialogue as a tool/methodology.
4. Support the publication of knowledge products on the learnings of the intergenerational dialogue methodology/tool.

C. Outputs:

Using the methodology described above, the consultant in collaboration with the HRSD Adviser Youth and Social Inclusion is expected to deliver the following outputs:

- Workplan with clear outputs and timelines.
- Fortnightly progress reports on the dialogues
- At least five Journals collating the wealth of knowledge of the topic of interest. This could be on sexual reproductive health, traditional practices, youth and climate change, traditional medicines, agricultural and fisheries methods to mention a few.
- Publication of these portfolios for dissemination.
- Two virtual convenings on the Intergenerational concept in country.
- Digital stories or documentaries – digital documentation of the intergenerational dialogues.

These knowledge products and learnings will be published by HRSD and will inform the development of further research or projects and programme design for youth development for the selected country.

D. Institutional Arrangements:

The consultant will work under the direct supervision of the Director of the Human Rights and Social Development Programme but will be supported by the Adviser Youth and Social Inclusion

E. Duration of the Work:

The work is expected to commence by 18th September 2021 and conclude on 31st December 2022.

F. Qualifications, Skills and Experience:

Competency Requirements	Score Weight (%)	Total Obtainable Score
<ul style="list-style-type: none">• Knowledge of working with young people in the country of assignment.	20%	20
<ul style="list-style-type: none">• Demonstrated experience of conducting and facilitating trainings with youth and elders in the country's mother tongue.	20%	20
<ul style="list-style-type: none">• Fluency in oral and written English. An understanding of basic research skills and journal designing.	20%	20
<ul style="list-style-type: none">• Commitment to participatory values and practice, and proven ability to organize interviews and consultations at different levels	20%	20
<ul style="list-style-type: none">• Other non-listed skills that could support application such as interpersonal skills, note-taking and conversant with Microsoft Office etc.	20%	20
Total Score	100%	100

G. Proposal Evaluation Matrix:

Competency Requirements	Score Weight (%)
Knowledge of working with young people	20
Demonstrated ability of conducting training and workshops with elders and youth in the mother tongue	20
English proficiency, research skills and journal designing	20
Commitment and ability to conduct interview at different levels.	20
Administrative and logistical knowledge	20
Total Score	100%

ANNEX II
Technical and Financial Proposal Submission Form
RFQ 21/167

PART A – Background

	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees or references. Attach additional details considered as relevant	

PART B – Evaluation Criteria

CRITERIA	RESPONSE BY BIDDER

ANNEX II
Financial Proposal Submission Form
RFQ 21/167

Part A: Declaration

Part A: Undertaking

1. I agree that if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, I confirm that I have examined all the RFQ documents to provide technical services to support Intergenerational Dialogue
3. I agree to complete the services for the price stated in the remuneration.

Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (Currency)
Professional Fees	
Management and operating Costs	
Total Financial offer (inclusive of all taxes)	

Part A: Undertaking

1. I agree that if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, I confirm that I have examined all the RFQ documents to provide technical services to support Intergenerational Dialogue.
3. I agree to complete the services for the price stated in the remuneration.

Part B: Conflict of interest

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

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

Part C: Privacy notice

1. I understand that my bid and my personal information will be stored and used by SPC in accordance with SPC's Privacy Policy and Guidelines for handling personal information of bidders and grant applicants. Please inform SPC if you would like copies of the policy or guidelines.
2. If successful, I understand that SPC will disclose information such as my name and my company's name, and the amount of the award of SPC's website.

Date:

Name:

Signature:

Title:

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:
 - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
 - b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

2. Does your entity have foreign branches and/or subsidiaries? Yes No

3. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches Yes No N/A

Domestic subsidiaries Yes No N/A

Overseas branches Yes No N/A

Overseas subsidiaries Yes No N/A

4. Is your entity regulated by a national authority? Yes No

If you answered 'yes' please specify the name:

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No
If you answered 'yes', please send SPC your policy in English

6. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's contact details:.....

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No
- Casinos Yes No
- Cash Intensive Businesses Yes No
- Foreign Government Entities Yes No
- Non-Resident Individuals Yes No
- Money Service Businesses Yes No

8. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

9. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

ANNEX V
SPC GENERAL CONDITIONS OF CONTRACT
RFQ 21/167

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 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, or 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 such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

16.3 The Contractor is responsible for payment of their own income taxes.

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 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:

1. verify that the Contractor's action is appropriate,
2. 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 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:

1. "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
2. "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
3. "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://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

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

1. "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.
2. "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 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 23 "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 24 "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.

