

SPC Suva Regional Office  
Private Mail Bag  
Suva  
Fiji  
Telephone: +679 337 0733  
Fax: +679 337 0021

SPC Headquarters  
BP D5  
98848 Noumea Cedex  
New Caledonia  
Telephone: +687 26 20 00  
Fax: +687 26 38 18



Pacific  
Community  
Communauté  
du Pacifique

Date: 24/08/2020

## REQUEST FOR QUOTATION

### **SUBJECT: CONSULTANCY TO IDENTIFY NATIONAL HUMAN CAPACITY NEEDS AND DEVELOP A GUIDE TO PARTICIPATORY CAPACITY DEVELOPMENT FOR RIDGE TO REEF IN THE PACIFIC REGION**

The Pacific Community (SPC) through the Regional International Waters Ridge to Reef Project would like to invite interested qualified bidders to submit quotations for the Provision of a consultancy to identify national human capacity needs and develop a guide to participatory capacity development for Ridge to Reef in the Pacific Region.

1. Bidders 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 [samasonis@spc.int](mailto:samasonis@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 without any change in price or other terms and conditions.
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. All prices quoted shall be in USD and be inclusive of all costs related to the support services to SPC and any applicable taxes.
6. This RFQ has been advertised regionally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
7. Please email your quotation using the Technical Submission Form in *Annex II* and the Financial Submission Form in *Annex III* to [samasonis@spc.int](mailto:samasonis@spc.int) by **4 pm Fiji time on Friday, 4<sup>th</sup> September 2020**.

This letter is not to be construed in any way as an offer to contract with your organisation.

**To identify national human capacity needs and develop a Guide to Participatory Capacity Development  
for Ridge to Reef in the Pacific Region  
(Reference: MYCWP/2.2.1.2)**

**A. Background**

**The Pacific Community**

The Pacific Community (SPC) is an international organisation established by treaty (the Canberra Agreement) in 1947 and is owned and governed by its 26 members including all 22 Pacific Island Countries and Territories (PICTs). It is the largest scientific and technical international organisation in the Pacific, working at both the regional and national levels to support members in achieving their development goals. For more than 70 years, SPC has been providing the Pacific Islands region with essential scientific advice and technical services. Its aim is to contribute in achieving genuine and lasting improvement in people's lives, through working with all members, at all levels, in delivering integrated services that advance their progress towards addressing their development challenges and achieving their aspirations.

Pursuant to its mandate, SPC and United Nations Development Programme (UNDP) signed a Project Cooperation Agreement providing the legal basis for the implementation of a regional project that would support 14 Pacific Islands Countries (PICs) in maintaining and enhancing ecosystems goods and services of natural resources.

**The Regional International Waters Ridge to Reef Project**

The "Ridge to Reef – Testing the Integration of Water, Land, Forest, and Coastal management to preserve ecosystem services, store carbon, improve climate resilience and sustain livelihoods in Pacific island countries" briefly known as Regional International Waters Ridge to Reef Project or Regional IW R2R project, is a five year project funded by the Global Environment Facility (GEF) which aims to test the mainstreaming of ridge to reef (R2R), climate resilient approaches to integrated land, water, forest and coastal management in the PICs through strategic planning, capacity building and piloted local actions to sustain livelihoods and preserve ecosystem services. An amount of USD10.3 million was made available by GEF to finance the project covering 14 Pacific Island Countries.

**The GEF Pacific Ridge to Reef Program**

Against the backdrop of this Regional IW R2R project is the GEF Pacific Ridge to Reef Program or "Pacific Islands Ridge to Reef National Priorities – Integrated Water, Land, Forest and Coastal Management to Preserve Biodiversity, Ecosystem Services, Store Carbon, Improve Climate Resilience and Sustain Livelihoods". The GEF Pacific R2R program aims to maintain and enhance PICs ecosystem goods and services (provisioning, regulating, supporting and cultural) through integrated approaches to land, water, forest, biodiversity and coastal resource management that contribute to poverty reduction, sustainable livelihoods and climate resilience. UNDP together with Food and Agriculture Organization and United Nations Environment Programme, now United Nations Environment (UNE) are the GEF implementation agencies of this program, and which is guided by the Programme Framework Document (PFD). GEF investment amounts to USD 90.4 million with a co-financing of about USD 333 million. The GEF investment is earmarked to finance measures that contributes to the six focal areas of GEF namely: (1) biodiversity; (2) climate change adaptation; (3) climate change mitigation; (4) international waters; (5) land degradation; and (6) sustainable forest management. The Regional IW R2R project is one of the 15-child projects under the GEF Pacific Ridge to Reef Program.

## Rationale

This consultancy will provide the basis for project management in achieving indicator 2.2.1 of the Regional IW R2R project, which states: *“At least one study completed identifying national human capacity needs for R2R (Integrated Coastal Management/ Integrated Water Resources Management) implementation and benchmarking/ tracking competencies of national and local government units for R2R implementation.”*

This consultancy also aligns with recommendation number 15 of the UNDP-commissioned midterm review (MTR) mission stating: *“The project should implement all its activities from a capacity building perspective, even if resulting in compromises on scientific quality and/or timelines.”* The management response of the SPC-RPCU to the aforementioned MTR recommendation recognized and maintained that technical and scientific activities will be conducted using established criteria, such as but not limited to: participatory and gender sensitiveness, capacity and willingness of the PICs to support the application of the full-cycle of the technological/methodological continuum, sub-regional representation and consideration of the geographical characteristics, without compromising the robustness and ensuring quality of science applied ([Annex 1 MTR management response matrix](#)).

This consultancy will therefore serve as one of the bases for delivering an effective capacity building intervention to the 14 PICs in Ridge to Reef - climate sensitive - management of sustainable natural resources.

### **B. Scope of the Consultancy Work**

This consultancy has a two-pronged objective:

1. Improved comprehensive understanding of various national and regional<sup>1</sup> (Pacific Region) human capacity needs, for R2R (*Integrated Coastal Management/ Integrated Water Resources Management*) implementation and benchmarking/ tracking competencies of national and local government units for R2R implementation); and
2. Develop a simple Guide to Participatory Capacity Development for Ridge to Reef in the Pacific Region.

#### Objective 1 of the consultancy

First, building on and using existing Pacific Capacity Model and other capacity building needs assessment tools, the consultancy will document human capacity building needs of the 14 participating PICs in R2R and climate sensitive sustainable management of natural resources. Results of the documentation and analysis of human capacity needs for the 14 participating countries will be further aggregated at Pacific sub-regions level such as Melanesia, Micronesia and Polynesia, as deemed appropriate and relevant. The aggregation will focus on further dissecting the results and findings from the 14 PICs and therefore obtaining opportunities for sub-regional approaches for enhancing human capacity needs, thereby ensuring appropriateness, effectiveness in the delivery of R2R-climate sensitive capacity building interventions with due considerations of national processes, institutional and governance peculiarities.

Facilitated and supported by the national IW R2R and the STAR R2R project managers and using pre-determined/agreed assessment framework indicated in the inception report, the consultant will document and assess national human capacities (see consultancy objective number 1).

---

<sup>1</sup> There are 4 main pillars in sustainable development agreed by Pacific Leaders and reflected in their past Communiqués and regional architectural platform “Pacific Plan”, and the latest or current “Framework for Pacific Regionalism, namely:- economic growth, sustainable development, good governance, and security. These are designed to facilitate growth and development progress. These and other emerging sustainable development priorities must guide this consultancy.

It is expected that the report shall contain clear findings and conclusions which will then serve as sufficient basis for developing responsive/purposive, gender sensitive, effective and efficient participatory capacity building interventions for the Pacific Region on R2R.

Notwithstanding abovementioned paragraph 1 and 2, the following assessment areas shall be considered:

Assessment focal areas	Suggested methodological approach for project delivery
Building on the established science to <a href="#">policy theory of change and relevant technical papers</a> , identify and assess national human capacities, civil service rules, tenure, institutional and governance issues.	Task 1 - Collect and collate available information in each participating PICs in R2R. This will form an annex to the output 1 report.
	Task 2 - Undertake an assessment (desktop review, email and telephone follow ups, where necessary country visits) of available information and activities of countries, in order to assess and establish the efficacy of current capacity, processes, and standards for mainstreaming R2R with respect to governance, management, and enforcement.
	Task 3 – Supplement data gaps through key informant interviews and/or focus group discussion/s with important government agencies (especially the civil service commission offices), and relevant stakeholders such as but not limited to CROP agencies, non-government organizations (NGOs)/ Civil Society Organization (CSOs), Private sector, and academia.
Identify coherent, strategic short, medium and long-term capacity building approach for R2R.	Task 4 - Develop a methodology to assess for the efficacy of the current activities and capacity of the countries to support the integration and mainstreaming R2R. Analyze collected data, generate findings and determine entry points for effective and efficient Capacity Building interventions. Validate major findings and possible recommendations with the case study sites.  Task 5 - Complete an assessment report providing details of the current capacity, processes and standards, and capacity building needs for each country, noting the needs should be based on a risk management assessment of the impact and the successful integration and mainstreaming R2R.  Task 6 - Provide a final report detailing the country and regional assessment.

Based on the assessed focal areas, the consultant should clearly provide clear options for operationalizing the strategic recommendations along the following Success Factors of the [Capacity Works](#), such as Strategy, Steering, Cooperation, and Processes.

#### Objective 2 of the consultancy

Building on the results of the assessment from the 14 PICs or the agreed case study sites, the consultant shall develop a simple **Guide to Participatory Capacity Development for Ridge to Reef in the Pacific Region**. The guide should be responsive/purposive and should adhere to the DAC-OECD criteria (relevance, effective, efficient, sustainability and impact) and other universal development markers such as but not limited to gender and conflict sensitiveness, good governance, poverty, etc.

### C. Expected Outputs and milestones

At the end of this consultancy, the consultant shall submit a **consolidated consultancy report** following the template provided by the RPCU. Three important annexes of this consolidated consultancy report will complete the reportorial requirement of the consultant, namely:

1. Annex 1: Complete documentation of various national and regional (Pacific Region) human capacity needs, expertise, opportunities and weaknesses (especially institutional and governance related) on R2R and climate sensitive management of natural resources.
2. Annex 2: A simple Guide to Participatory Capacity Development for Ridge to Reef in the Pacific Region. As mentioned, the guide will, at the minimum, clearly indicate the operationalization of the recommendations indicated in the framework document in terms of (but not limited to) strategic approach, steering requirement, cooperation and institutional landscape, and appropriate processes, including necessary conditions, assumptions and risks.
3. Annex 3: Powerpoint presentation slides on both annexes 1 and 2. The consultant may be invited to participate in the Pre-Regional Investment Forum or Regional Investment Forum to be organized by the SPC-RPCU in 2021. An optional budget quotation can be included in the financial bid of the consultant to indicate the estimated costs for attending such forum (i.e. professional fee for participating such forum including travel costs).

### D. Institutional Arrangements

The consultant will be directly responsible to, reporting to, seeking approval/acceptance of output from **Mr. Samasoni Sauni**, Regional Program Coordinator of the Regional International Waters Ridge to Reef (IW-R2R) project in close consultation with appropriate RPCU staff, namely:

- Country Coordination, Monitoring and Evaluation Adviser (CCMEA) for ensuring fulfilment of the development results expected under this consultancy.
- Project Science Leader (PSL) concerning the Science to Policy Continuum application to the pilot countries; and
- Communications and Knowledge Management Adviser (CKMA) for alignment of the outputs of this consultancy to the established communications and knowledge management guidance documents.

### E. Duration of the Consultancy

The entire consultancy shall be carried out for a **maximum of 60-days (and not to exceed total budget of USD20,000) within the period September 2020 to January 2021**. The consultant maybe invited to present the results or highlights of the consultancy at the pre-regional investment forum or during the “virtual/remote” Regional Steering Committee (RSC) meeting in the fourth quarter of 2020 and/or during the Regional Investment Forum or RSC meeting in June or July 2021.

Below is the project schedule covering the indicative time frame and suggested activity of this consultancy. This suggested timeline follows the period from contract signing and will be enhanced and finalized during the inception phase.

Suggested activity	Indicative schedule	% Payment
<ul style="list-style-type: none"><li>• Inception phase</li><li>• Preparation and coordination</li></ul>	<b>September 2020</b>	20

<ul style="list-style-type: none"> <li>with the project managers of the 14 PICs or in the case-study sites (agreed upon during the inception phase)</li> <li>Gathering of secondary information</li> <li>Desk review of the secondary information</li> </ul>		
<ul style="list-style-type: none"> <li>Data collection, KII, FGS, etc.</li> <li>Scoping and national consultations with regional stakeholders (i.e. CROP agencies, etc.)</li> <li>Possible attendance to the “virtual/remote” Regional Steering Committee meeting. Maybe requested to present the scope of the study and/or if already available, preliminary initial findings or initial results aimed at drawing initial feedback from the RSC members on the direction for which the Simple Guide will focus on.</li> </ul>	<b>October-December 2020</b>	20
<ul style="list-style-type: none"> <li>Report writing (Focus on Output 1)</li> </ul>	<b>December 2020-January 2021</b>	30
<ul style="list-style-type: none"> <li>Submission of consolidated report and corresponding annexes (Both output 1 and 2).</li> </ul>	<b>January 2021</b>	30
	<b>Total</b>	100

#### F. Competencies/ Qualifications of the Consultant

The consultant should not only have the following expertise but also have substantial operational or hands-on experience in providing capacity building for various stakeholders such as but not limited to and most importantly government (civil servants) and local governments, following the participatory, results-oriented manner. Specifically, the consultant must:

- hold at least a master’s degree in development management, or development extension or development communication, or education, with broad experience and understanding of environment related topics such as but not limited to natural resource management or natural resource governance.
- have at least 10 years of track-record and experience in developing capacity building materials, modules, and extension programs to national government and local governments and can provide evidence of its involvement in the aforementioned capacity/ies or role.

- provide evidence or sample of its work pertaining to assessment of competencies and capacity needs, (e.g. has authored/co-authored capacity needs assessment model or manual, framework or guide).
- have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector.
- have prior experience working on the Ridge to Reef or environmental governance projects is preferred but not required.

### G. Competencies and Technical proposal evaluation grid

Documents or applications received by the SPC procurement unit shall be evaluated based on the criteria enumerated below.

#### Candidate competencies

Basis for shortlisting of the consultants based on competencies and qualifications.

Criteria	Score Weight (%)	Total Obtainable Score (Points)
Master's in development management, development extension or development communication, or education with broad experience and understanding of environment related topics such as but not limited to natural resource management or natural resource governance	30%	30
At least 10 years of experience in developing capacity building materials, modules, and extension programs to national government and local governments and can provide evidence of involvement in the aforementioned capacity/ies or role	30%	30
Provide evidence or work samples pertaining to assessment of competencies and capacity needs, (e.g. has authored/co-authored capacity needs assessment model or manual, framework or guide)	20%	20
Have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector	10%	10
Have prior experience working on the Ridge to Reef or environmental governance project/s is preferred but not required	10%	10
<b>Total Score</b>	<b>100%</b>	<b>100</b>
<b>Qualification Score</b>	<b>70%</b>	<b>70</b>

The technical proposal of those candidates obtaining minimum score of 70 points would be included in the shortlist.

Once a candidate is shortlisted, the candidates will be assessed afresh using the criteria below. These criteria will serve as bases for the final selection and ranking.

<b>Evaluation grid</b>	<b>Score weight (%)</b>	<b>Total obtainable score (Points)</b>	<b>Minimum score required (Points)</b>
Technical evaluation grid	70%	70	49
Financial evaluation grid	30%	30	21
<b>Total</b>	<b>100%</b>	<b>100</b>	<b>70</b>

#### Technical evaluation grid

<b>Criteria</b>	<b>Score Weight (%)</b>	<b>Total Obtainable Score (Points)</b>
<b>Completeness</b> Technical proposal with annexes to substantiate the experience of the candidate or showing examples of its work similar to this consultancy	40%	40
<b>Overall quality of the technical proposal</b> <ul style="list-style-type: none"> <li>- Methodological approach</li> <li>- Clear deadlines of the expected outputs</li> <li>- Feasible schedule of field activities/country visits, inception, briefing, debriefing</li> <li>- Presentation of the results to various stakeholders</li> </ul>	50%	50
<b>Optional</b> <ul style="list-style-type: none"> <li>- Attendance to the Pre-Regional Investment Forum</li> <li>- Attendance to the Regional Investment Forum</li> </ul>	10%	10
<b>Total Score</b>	<b>100%</b>	<b>100</b>
<b>Qualification Score</b>	<b>70%</b>	<b>70</b>

Only those technical proposals that obtained a minimum of 70 points would be considered for the financial evaluation grid.

With the complexity and the limited budget of this consultancy, it is important that the consultant should at least obtain a minimum accumulative score of 70 points for both technical and financial evaluation grid to be considered. This is to ensure quality of the technical outputs and ensure value for money.

#### Annexes to the TOR

Annex 1 – SPC Management response to the recommendations of the Mid-Term Review mission



All relevant documents and references to the Regional IW R2R project can be obtained from the website <https://www.pacific-r2r.org/>

## ANNEX II

<b>Technical Proposal Submission Form</b> <b>CONSULTANCY TO IDENTIFY NATIONAL HUMAN CAPACITY NEEDS AND DEVELOP A GUIDE TO PARTICIPATORY CAPACITY DEVELOPMENT FOR RIDGE TO REEF IN THE PACIFIC REGION</b>
---

### PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details as applicable.	

### PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
<ul style="list-style-type: none"><li>- hold at least a master's degree in development management, or development extension or development communication, or education, with broad experience and understanding of environment related topics such as but not limited to natural resource management or natural resource governance.</li><li>- Provide evidence or sample of its work pertaining to assessment of competencies and capacity needs, (e.g. has authored/co-authored capacity needs assessment model or manual, framework or guide).</li></ul>	

**PART C – Knowledge / Experience /Proposed Approach**

CRITERIA	RESPONSE BY BIDDER
<ul style="list-style-type: none"> <li>- Have at least 10 years of track-record and experience in developing capacity building materials, modules, and extension programs to national government and local governments and can provide evidence of its involvement in the aforementioned capacity/ies or role.</li> </ul>	
<ul style="list-style-type: none"> <li>- Have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector.</li> </ul>	
<ul style="list-style-type: none"> <li>- Have prior experience working on the Ridge to Reef or environmental governance projects is preferred but not required.</li> </ul>	

ANNEX III

**Financial Proposal Submission Form**  
**CONSULTANCY TO IDENTIFY NATIONAL HUMAN CAPACITY NEEDS AND DEVELOP A GUIDE TO PARTICIPATORY CAPACITY DEVELOPMENT FOR RIDGE TO REEF IN THE PACIFIC REGION**

**Part A: Declaration**

1. The undersigned contractor proposes and agrees 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.

In submitting this proposal, contractor represents that; he/she has examined all the RFQ documents for the consultancy to identify national human capacity needs and develop a Guide to Participatory Capacity Development for Ridge to Reef in the Pacific Region.

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

Particulars	Amount (USD)
Professional fees	
Management and operating costs.	
Total financial offer (inclusive of all taxes)	

\_\_\_\_\_  
Print name and sign

\_\_\_\_\_  
Date

Title \_\_\_\_\_

## ANNEX IV

### SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

#### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

#### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

#### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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.

The Contractor shall not discriminate against any Staff of SPC, their employee, traveller, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

#### 4. SPECIFIED PERSONNEL

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

#### 5. ASSIGNMENT

The Contractor shall 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

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions 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**

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 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. The obligations under this Article do not lapse upon termination of this Contract.

## **9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

## **10. 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.

## **11. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, 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.

## **12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

SPC shall be 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. 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 in compliance with the requirements of the applicable law.

## **13. 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.

## **14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 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.

## **15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. 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. 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 Article, 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.

15.3 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 Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **16. TERMINATION**

- 16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior 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.
- 16.3 In the event of any termination by SPC under this Article, 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.
- 16.4 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.

## **17. SETTLEMENT OF DISPUTES**

### **17.1 Amicable Settlement**

The Parties shall 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. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

### **17.2 Arbitration**

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. 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.

## **18. 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, including its subsidiary organs.

## **19. TAX EXEMPTION**

- 19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, 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.

- 19.2 Accordingly, 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.

## **20. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

### **20.1 CHILD LABOUR**

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, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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.

### **20.2 HUMAN RIGHTS**

The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

The Contractor is committed to respecting, and acting in a manner that avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

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.

### **20.3 GENDER EQUALITY AND SOCIAL INCLUSION**

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

### **20.4 ENVIRONMENTAL RESPONSIBILITY**

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

**21. OBSERVANCE OF THE LAW**

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

**22. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.