**REQUEST FOR PROPOSAL**

TO:

|  |  |  |  |
| --- | --- | --- | --- |
| Interested candidates |  | **Date of issue:** | <Date> |
|  | **RFP no.:** | 20/00021-9 |
|  | **Contract title:** | Faith Actors and Empowered Adolescent Girls (FAME) Toolkit |
|  | **Closing date:** | 24.May.2020 @24:00 GMT |
|  | **Contracting Authority:** | Norwegian Church Aid  Contact person: Bernhard Hagen Skarpeid  Tel: +47 908 555 39  Email: besk@nca.no |
|  |  | Please note that the Proposals must be delivered to the Contracting Authority by e-mail to: procurement@nca.no | |

**NORWEGIAN CHURCH AID (NCA)** **invites you to submit a proposal for Consultancy Service FOR Faith Actors and Empowered Adolescent Girls Toolkit DEVELOPMENT**

Dear Sir/Madam,

The Service is required for Faith Actors and Empowered Adolescent Girls (FAME) Toolkit Development supported by the Norad. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract**

**Annex 1: Terms of Reference**

**Annex 2: Organisation and Methodology Form** (to be completed by the Candidate)

**Annex 3: Proposal Submission Form** (to be completed by the Candidate)

**Annex 4: General Terms and Conditions for Service Contracts**

**Annex 5: Code of Conduct for Contractors**

**Annex 6: Abstract NCA Global Programme GBV**

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

We should be grateful if you would inform us by email of your intention to submit or not a proposal.

## A. Instructions

In submitting a proposal the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

1. **Scope of services**

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Candidate shall offer the totality of the Services described in the Terms of Reference. Candidates offering only part of the required Services will be rejected.

1. **Cost of proposal**

The Candidate shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

1. **Eligibility and qualification requirements**

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts.

Candidates shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Candidate whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility.

Candidates are also requested to certify that they comply with the Code of Conduct for Contractors.

1. **Exclusion from award of contracts**

Contracts may not be awarded to Candidates who, during this procedure:

1. are subject to conflict of interest
2. are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information
3. **Documents comprising the Request for Proposal**

The Candidate shall complete and submit the following documents with his proposal:

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
2. Organisation and Methodology using the structure in Annex 2
3. CV. highlighting the Candidate’s experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is Oxford English.

1. **Financial proposal**

The Financial Proposal shall be presented as an amount in NOK/USD/EUR in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

#### Global price: The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover both his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office, etc.) to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Candidate under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

**VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal.**

1. **Candidate’s proposed personnel**

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting his/her experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed. The Candidate whose proposal is accepted shall provide, if so requested by the Contracting Authority, copies of diplomas and employers’ certificates or references proving the key experts’ education, professional experience and language proficiency.

In the Proposal Submission Form, Annex 3, the Candidate shall provide detailed information about key experts’ actual availability for the performance of the Contract.

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

1. **Subcontractors**

If the Consultant intends to use subcontractors, the Consultant shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Consultant shall specify the parts of the Services which will be executed by the subcontractors, which may not exceed 30% of the Contract. Provisions of article “Candidate’s proposed personnel” concerning the Candidate’s personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor’s personnel.

1. **Validity**

Proposals shall remain valid and open for acceptance for 30 days after the closing date.

1. **Submission of proposals and closing date**

Proposals must be received at the e-mail address mentioned not later than the closing date and time specified on the front page.

1. **Evaluation of Proposals**

The evaluation method will be the quality and cost based selection. A two-stage procedure shall be utilised in evaluating the Proposals; a technical evaluation and a financial evaluation.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 75% for the Technical Proposal; and 25% for the offered price. Each proposal’s overall score shall therefore be: St X 75% + Sf X 25%.

**Technical evaluation**

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

|  |  |  |
| --- | --- | --- |
| Technical evaluation | | Maximum Points |
|
| **Candidate and/or Organisation** | | |
| 1 | Candidate(s)/Organisation’s specialised knowledge and experience in the field of assignment | 10 |
| 2 | Candidate’s relevant experience in the field of assignment | 10 |
| 3 | Availability of quality assurance procedures | 5 |
| 4 | Candidate’s relevant academic qualifications | 5 |
| 5 | Candidate’s proficiency in English | 10 |
| **Sub-total Candidate and/or Organisation** | | **40** |
| **Methodology** | |  |
| 1 | To what degree does the proposal show understanding of the task? | 15 |
| 2 | Have the Terms of Reference been addressed in sufficient detail? | 15 |
| 3 | Is the conceptual framework adopted appropriate for the task? | 10 |
| 4 | Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract? | 10 |
| 5 | Is the work plan adequate in responding to the Terms of Reference | 10 |
| **Sub-total Methodology** | | **60** |
| **Total Technical Score** | | **100** |

**Interviews**

The Contracting Authority reserves the right to call to interview the Candidates having submitted proposals determined to be substantially responsive.

**Financial evaluation**

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

Sf = 100 x Fm/F, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

**Negotiations**

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc.

Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

**A.12. Award criteria**

The Contracting Authority will award the Contract to the Candidate whose proposal has been determined to be substantially responsive to the documents of the Request for Proposal and which has obtained the highest overall score.

1. **Signature and entry into force of the Contract**

Prior to the expiration of the period of the validity of the proposal, the Contracting Authority will inform the successful Candidate in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Candidate fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the proposal to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Candidate will have no claim whatsoever on the Contracting Authority.

1. **Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the procedure at any stage.

#### B. Draft Contract (Service)

**CONTRACT TITLE: Faith Actors and Empowered Adolescent Girls (FAME) Toolkit Development**

**Reference no.: 101141 – PASS Thematic**

**Instructions to candidates: At this stage of the Request for Proposals this draft contract is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.**

Norwegian Church Aid

("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>

(“The Contractor”)

of the other part,

have agreed as stipulated in the attached document:

The Contract is done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

**Note! Remember to initial every page of the contract.**

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

This Contract shall be signed and stamped by the Contractor and returned to the Contracting Authority <contact information> latest within five working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is Prevention, Mitigation and Response to Child, Early and Forced Marriages in Humanitarian Settings Consultant. The “Services” are described in the Terms of Reference and further specified in the Organisation and Methodology.

1. **Commencement Date**

The Contract shall commence after signature of this Contract by both parties.

1. **Period of implementation**

The period of implementation of the services is <number> <days / weeks> from the commencement date.

1. **Delivery of Services**

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, Organisation and Methodology, Annex 2 and the price specified in this Contract.

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

1. **Remuneration**

In consideration for his/her services, the Contractor shall receive a global remuneration of NOK/USD/EUR <insert amount>. This global remuneration covers the Contractor’s fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office expenses, etc) to be incurred for the performance of the Contract. The global remuneration covers all obligations of the Contractor under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

**(Note: VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Agreement.)**

1. **Reporting**

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

1. **Payment**

Payments shall be made in NOK/USD/EUR by bank transfer to the following account:

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made by the Contracting Authority within 30 days from approval by the Contracting Authority and receipt of the Contractor’s invoice based on achieved deliverables.

The last instalment of NOK/USD/EUR will be paid within 30 days after approval of the final report and issue of the Completion Certificate by the Contracting Authority in accordance with article 25 of the General Terms and Conditions for Service Contracts and receipt of the Contractors final invoice (one original and 2 copies).

1. **Tax and social contributions**

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

(Option: This contract is exempt from all duties and taxes, including VAT.) **(Note: to be amended according to context in the country)**

1. **Order of precedence of contract documents**

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)
3. Organisation and Methodology (Annex 2)
4. CV. of Contractor and/or key expert(s)
5. Proposal Submission Form (Annex 3)
6. General Terms and Conditions for Service Contracts - (Annex 4)
7. Code of Conduct for Contractors (Annex 5)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

1. **Language**

The language of this Contract, and of all written communications between the Contractor and the Contracting Authority shall be Oxford English.

1. **Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Service Contracts.

1. **Notices**

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent by post, fax, email or by hand to the addresses identified in this Contract.

**Annex 1: Terms of reference**

**TERMS OF REFERENCE**

**Background Information**

NCA Global GBV programme engages faith actors and religious leaders to promote actions taken to support GBV survivors and changing social norms that uphold GBV. Engaging faith actors and religious leaders, women and men, at local, national and global levels, can contribute to norm changes, provide support to survivors and contribute to legislative processes when laws discriminate. Faith leaders have a potentially transformative role together with people of faith in tackling root causes of gender inequality and GBV by speaking out based on both a moral and political concern.

Global and national health indicators highlight the need to have a greater focus on adolescents. Complication from pregnancy, childbirth, and unsafe abortion are leading cause of death of girl’s aged 15 to 19. Adolescents have on the highest rates of unmet need for family planning[[1]](#footnote-2),[[2]](#footnote-3),[[3]](#footnote-4). Young people are at high risk for contracting HIV with 40% of all new HIV infections occurring in 15 to 24 year olds. Young women are 1.6 times more likely to be living with HIV than young men[[4]](#footnote-5).

Disparities in the way girls and boys are raised and treated are at the root of many sexual and reproductive health problems and development challenges. For boys, adolescence can be a time to explore and expand participation in community. Girls may experience restrictions enforced by their family and community. Disability further compounds women and girls mistreatment at home and in the community. Girls with disabilities are less likely than their male peers with disabilities to attend school, making these girls less eligible to formal employment and to be literate. As women, they are more likely to live in poverty and to be subjected to GBV [[5]](#footnote-6),[[6]](#footnote-7).

Negative gender based norms and practises can be gradually transformed through education, social and legal and other process including faith and spirituality awareness to promote equality of girls and boys. Without such actions, unequal gender relations and power imbalances are likely to persist throughout adult life.

Adolescence is one of life’s most complex states, when young people take on new responsibilities and experiment with independence. When engaged, adolescents can thrive and contribute to their families and communities.

NCA is committed to the rights of girls and adolescents. We seek to expand the role of faith leaders in promoting the rights of girls and adolescents to have knowledge and power to make informed choices about their bodies and lives, and to participate in transforming their families and communities.

One of the goals of NCA’s Global Programme on GBV is ”Empowered women and adolescent girls lead, build self-esteem and realise their rights” and this consultancy will contribute towards achievement of this goal. For NCA, empowerment means that women and girls can take control over their lives: set their own agendas, gain skills, solve problems, claim rights, and develop self-reliance. Women and girls have to understand and ‘own’ their rights and be able to support their own life aspirations. This goal will support the promotion of women and girls’ full participation in and equal opportunities for leadership at all levels of decision making in political, economic, religious and public life.

To be empowered women and girls must not only have equal capabilities (such as education and health) and equal access to resources and opportunities (such as land and employment), but they must also have the agency to use these rights, capabilities, resources and opportunities to make strategic choices and decisions (such as is provided through leadership opportunities and participation in political institutions). NCA will focus on engaging the most vulnerable girls, assess risks for each girl, including finding mitigation measures, involve girls in designing interventions with them, strengthen girls’ voices and empower girls to guide their own lives.

Part of the consultancy will include reviewing existing adolescent girls empowerment toolkits, and provide a recommendation as to which toolkit fit NCA GBV programming, in addition to developing a specific toolkit on engaging faith actors on empowerment of adolescent girls.

**CONTRACTED PURPOSE AND EXPECTED RESULTS**

**Objective**

The overall objective is to develop a toolkit for GBV programming to support in the engagement of faith actors on empowerment and promotion of leadership of adolecent girls.

**Purpose**

The consultancy is of twofold.

1. Develop a Faith Actors and Empowered Adolescent Girls (FAME) Toolkit that seeks to support, protect and empower adolescents girls in multiple settings including humanitarian settings.

The toolkit is to be designed as a guide for faith actors from both Christian and Islamic faiths to promote empowerment of adolescent girls. The toolkit will guide faith actors and NCA GBV programme teams as they provide training, share messages/sermons and interactive group sessions on accurate Christian and Islamic perspectives on gender equality, justice, empowerment and prevention of all forms of GBV. The toolkit must correspond with the goal related to ”Empowered women and adolescent girls lead, build self-esteem and realise their rights” as described in annex 6 Abstract of NCA’s Global Programme on GBV

1. Pilot the resource package through in-country training on how to use it and adapt in various contexts and communities.

**Results to be achieved by the Contractor**

Main Part A deliverables: FAME toolkit

Main Part B deliverables: Participatory training Package and Evaluation Report

**Deliverables**

An inception report shall be submitted 14 days upon the signature of contract. The report should include a detailed work plan with dates of each delivery including draft submission ad review time. In addition, the inception report must detail the methodologies the consultants propose to apply in the development of the toolkit and a roadmap projecting milestones and a risk analysis. The report must demonstrate a detail Theory of Change (ToC). The consultant must demonstrate how the toolkit will be informed by girls, female faith leaders, and women-led faith groups. The consultant must show a good understanding of how the consultancy will contirbute to the achievement of the NCA goal ”Empowered women and adolescent girls lead, build self-esteem and realise their rights” as described in annex 6 Abstract of NCA’s Global Programme on GBV.

**Part A**

**A1: Literature Review**

* Literature review shall be max 30 pages (excluding annexes), draft submitted within 4 weeks upon signature of contract (or in agreement with NCA based on inception report milestones)
* Conduct a desk review of existing faith, adolescent girls and GBV resources, toolkits, and curriculums. Review existing assessment reports and findings, conduct (online/virtual) assessment as necessary and consult with NCA Country Office staff, partners and stakeholders including faith-based organisations and institutions especially women faith leaders.
* Analyse the effective implementation of existing faith-based programmes, documenting existing best practises and highlighting the gaps. Identify and provide key priorities, immediate and future recommendations for faith-based programming, including how to strengthen prevention and responses strategies to address key concerns faced by girls and adolescents.
* Analyse existing girl-centred and empowerment toolkits such as, but not limited to, IRC’s Girl Shine, UNICEF’s Adolescent Girls Toolkit, PopConcil’s Girl-Centered Program Design tools, and the Coalition for Adolescent Girls’ Toolkit for Meaningful Adolsecent Girl Engagement, and provide recommendations based on findings on:
  + which toolkit would be most useful to meet the needs of NCA’s GBV programmes
  + potential gaps in toolkits which needs to be addressed
  + challenges related to implementation to be aware of and addressed by NCA prior to uptake
  + highlight any tools that includes engagement of religious actors on empowerment of adolescent girls
  + how customary laws/religious texts influence the power over adolescent girls mobility/activities
  + recommend possible sections of different toolkits/resources that could be combined for form an NCA specific toolkit
* Summary paper/briefing outlining key findings of implementations of faith-based, girls and adolescents programmes highlighting examples of best practises as well as gaps. (Maximum 4 A4 pages excluding annexes)

**A2: FAME toolkit**

* All parts of the toolkit should be submitted to NCA in draft, revised and final forms on dates agreed upon in the work plan. An outline of the toolkit should be submitted within 6 weeks upon signature of contract.
* Develop the Faith Actors and Empowered Adolescent Girls (FAME) toolkit to guide the establishment of adolescent girls programming and engagement with faith actors, community members and girls. The toolkit must:
  + Engage the most vulnerable and isolated adolescent girls, including those with different intersectionalities on their needs and priorities
  + Assess the most pertinent risks, dangers and barriers for adolescent girls in each context
  + Involve adolescent girls in all aspects of programme design and implementation to ensure a girl-led approach
  + Strengthen protective mechanisms that include the key stakeholders impacting the lives of adolescent girls
  + Empower adolescent girls to steer their own well-being and safety once the programme is complete
  + Engage mothers/caregivers/mother in laws of adolescent girls
  + Baseline/end line accessing adolescent girl’s decision-making and negotiation skills and perspectives versus reality
* Theory of Change:
  + Informed by literature review
  + Informed by norms theory (social, moral, legal norms)
  + Narrative and visual (maximum 2 pages narrative)
  + Potential set up: problem, catalysing strategy, outcomes, results, impact, vision
* The toolkit must includekey topics such as gender-based violence, sexual and reproductive health, leadership and key skills to build the activism of faith communities to prevent and protect adolescents girls.
* FAME Toolkit must include:
  + Curriculum, communication guide and activities to promote adolescent girl empowerment
  + Curriculum, communication guide and activities to engage mothers/caregivers of adolescent girls who’s part of the programme
  + Curriculum and communication guide for faith actors to support adolescent girls empowerment
  + Community communication guide (to be suitable for both illiterate and literate communities) to strengthen and build community members support for adolescent girls empowerment
  + Develop a range of interactive educational sessions and activities to be used to be build the skills of all community members in preventing violence.
  + Assessment and Monitoring Guide to measure the knowledge, attitudes, skills and behaviours of adolescent girls empowerment and faith actors support.
  + Develop visual aids for the toolkit . Visual aids will be tested to check suitability and effectiveness.

**Part B:**

**B1 Participatory Training Package**

* The training manual will focus on how to implement the toolkit and engage with faith actors and adolescent girls. The training package should apply the concepts and principles of adult learning in the design and developing of the training programme and facilitation of the learning experience. The training should use participatory approaches and include alternative methods where technical equipment are not present. In addition to the pre-post test, the training manual must include a survey tool to be used post training and an action plan for participants.
* All components of the training package should be submitted to NCA in draft, revised and finalised forms on dates agreed upon in the inception report.

**B2: Facilitate training using the training package for the FAME toolkit in two countries**

* The consultant will be responsible for ensuring that all remote logistics are taken care of, such as
  + List and share all material for printing 4 weeks prior to the training.
  + Provide and agree on materials to be translated before training, and agree dates.
  + Training report per country to be completed 3 weeks after the training.
  + Conduct a three months survey and action plan review with participants. The consult should develop the survey questions and use appropriate survey as agreed with NCA. Results should be analysed and a report written.

**ASSUMPTIONS AND RISKS**

Given the current Covid-19 pandemic, NCA has divided the consultancy into two parts: Part A which is home based and can be achivied without travel to progamme countries, and Part B which includes ravel to progamme countries

NCA will only commit to Part A at this time given the uncertainty related to international travel.

**TIMING, LOGISTICS AND FACILITIES**

The consultancy can start as soon as possible, and upon agreement with the consultant(s). The consultancy is home-based, and potential travel to pilot countries will be decided upon based on the prevailing Covid-19 situation at that time. NCA will provide accommodation in the pilot countries.

**REPORTING**

The consultant will provide a brief fortnightly updates on progress and challenges through email or arrange a virtual meeting if appropriate, in addition to the deliverables below. All reports and deliverables will be in Oxford English. Reports, toolkit and Training Package will be provided in word, excel and other Microsoft-based easily editable documents (or upon written agreement with NCA).

**QUALIFICATIONS AND REQUIREMENTS**

* Educational background in Gender, Social Work, Public Health or similar
* Proven track record in developing manuals and packages on GBV or Faith-sensitive programming
* Minimum of 5 years work experience from working on prevention of GBV and engagement with Faith Leaders and Communities in development and humanitarian settings
* Minimum of 5 years work experience from areas affected by conflict and / or humanitarian disasters
* Excellent English communication skills, both verbal and written. French and Arabic are an advantage
* Experience in facilitating courses
* Consultant(s) must be able to guarantee that s/he have sufficient internet access to be able to carry out video calls.

**Annex 2: Organisation and methodology**

**To be filled in by the candidates, in compliance with the following instructions:**

**Rationale**

* Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
* An opinion on the key issues related to the achievement of the Contract objectives and expected results
* An explanation of the risks and assumptions affecting the execution of the contract

**Strategy**

* An outline of the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.
* If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.
* A description of subcontracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a subcontractor and a statement by the Candidate guaranteeing the eligibility of any subcontractor.

**Timetable of activities**

* The timing, sequence and duration of the proposed activities taking into account mobilisation time.
* The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
* Include a programme.

**Logical frame**

* A Logical frame reflecting the considerations above.

**Key experts**

* The Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the services. The key experts are those whose involvement is considered instrumental in the achievement of the Contract objectives. The CV of each key expert shall be included highlighting his/her experience in the specific field of the services and his/her specific experience in the country/region where the services are to be performed. In addition the Candidate shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement.

### Annex 3: proposal submission form

My financial proposal for my services is as follows:

**Global price**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Global price Part A (fees and expenses) |  |  |
| Global price Part B (fees and expenses) |  |  |
| VAT or other tax on services |  |  |
| **Total price incl. taxes** |  |  |

|  |  |
| --- | --- |
| **Candidate or Company information** | |
| Company (legal name) |  |
| Street name and no. |  |
| City |  |
| Postal code |  |
| Country |  |
|  |  |
| Phone no. |  |
| Email |  |
| Website |  |
|  |  |
| Director (name) |  |

|  |  |
| --- | --- |
| **If it is a company, fill this as well: GENERAL COMPANY INFORMATION** | |
| Year of establishment |  |
| Number of full time employees |  |
| Licensing authority |  |
| Licence number (VAT no./TAX id) |  |
| Countries with registered office: |  |
| Registration Certificate – please attach |  |
| Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies. |  |
| Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which. |  |
| Does your company have a Code of Conduct? |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **REFERENCES** | | | | |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone/fax and email** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate’s assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of <number> days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. <number> for Faith Actors and Empowered Adolescent Girls (FAME) Toolkit dated <date>, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

* Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - V and the draft Service Contract including all annexes.
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1, within the time frame described in our Organisation and Methodology Form.
* Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
* Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The Candidate** |  |
| Name of the company |  |
| Address |  |
| Telephone no. |  |
| Email |  |
| Name of contact person |  |

**1. DEFINITIONS**

**Annex 4: General Terms and Conditions for**

**Service contracts – VER2 2018**

In these general terms and conditions:

1. “contract” is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
2. The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
3. “personnel” is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
4. “beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.

**2. RELATIONS BETWEEN THE PARTIES**

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

**3. SCOPE OF SERVICES**

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependents shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. CODE OF CONDUCT

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

**6. DISCRETION AND CONFIDENTIALITY**

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

**7. CONFLICT OF INTEREST**

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

**8. CORRUPT PRACTICES**

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

**9. JOINT VENTURE OR CONSORTIUM**

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11. INFORMATION

The Contractor shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

**12. REPORTS**

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

**13. CONTRACTOR’S PERSONNEL**

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor’s choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor’s remuneration.

14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor’s reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the “liability period”). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor’s expense.

16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;

b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;

c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;

d) employer’s liability and workers’ compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;

e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

Failure on the part of the Contractor to arrange such insurance shall render the contractor liable for any losses, or claims made against the Contractor or Contracting Authority by any party in relation to the Contract.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not be in violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

**20. CONTRACT PRICE AND PAYMENTS**

Contracts are either “global price” or “fee-based”.

20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Contractor’s and its personnel’s fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Bank Account Payment will only be made by cheque or bank transfer to the banks account as named in the Contract. Under no circumstances will payment be made in cash or to a bank account other than that specified in the Contract.

21. DELAYS IN PERFORMANCE

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

a) terminate the contract; and

b) complete the services at the Contractor's own expense

22. BREACH OF CONTRACT

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

a) liquidated damages; and/or

b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

23. SUSPENSION OF PERFORMANCE

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

24. AMENDMENT OF THE CONTRACT

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor’s completion report, (b) the Contracting Authority has approved the Contractor’s final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;

b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;

d) the Contractor’s declarations in respect if its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;

f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;

g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;

h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days’ notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

**27. TERMINATION BY THE CONTRACTOR**

The Contractor may terminate the contract after giving a 7 days’ notice to the Contracting Authority in any of the following cases:

a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,

b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor’s notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

**28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor’s expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

(a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;

(b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;

(c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;

(d)   in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor’s default, been satisfactorily completed.

29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

**30. APPLICABLE LAW AND DISPUTES**

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority’s country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority’s country. Any ruling by the court will be final and directly executable in the country of the Contractor.

**31. CHILD LABOUR AND FORCED LABOUR**

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced labour Convention* and in *the Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

**32. MINES**

The Contractor and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

**33. INELIGIBILITY**

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

1. They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata;*
3. They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
4. They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
5. They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Community’s financial interests;
6. Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

**34. CHECKS AND AUDITS**

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including Contracting Authorities donors and representatives, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

**35. LIABILITY**

Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the Contracting Authority’s contractors. Further, the Contracting Authority shall not be liable for or held responsible for any actions or omissions on the part of the Contractor.

**36. ELECTRONIC SCREENING**

NCA may be required to verify the identity of its suppliers/contractors and to check that its suppliers/contractors have not been involved in illegal activities. NCA reserves the right to use electronic screening tools for this purpose.



**Code of conduct for contractors**

**Ethical principles and standard**

**By this Code of Conduct**, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Danish Initiative for Ethical Trade (DIEH)[[7]](#footnote-8), the UN Global Compact principles[[8]](#footnote-9) and ECHO’s Humanitarian Aid Guidelines for Procurement 2011[[9]](#footnote-10).

**General Conditions**

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority’s standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

**Human Rights and Labour Rights**

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

* *Respect for Human Rights* (UN Universal Declaration of Human Rights)

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

* *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)

Contractors must not engage in the exploitation of child labour*[[10]](#footnote-11)* and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

* *Employment is freely chosen* (ILO Convention C29 & C105)

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

* *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)

Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

* *Living wages are paid* (ILO convention C131)

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income[[11]](#footnote-12) - which is not always the case with a formal minimum wage.

* *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

* *No harsh or inhumane treatment of employees* (ILO Convention C105 )

The use of physical abuse,disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.

* *Working conditions are safe and hygienic* (ILO Convention C155)

Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

* *Working hours are not excessive* (ILO Convention C1 & C14)

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

* *Regular employment is provided* (ILO Convention C143)

All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group’s regular employment under these laws and conventions and must provide workers with a written contract.

**International Humanitarian Law**

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian’s rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law[[12]](#footnote-13). Contractors are expected to take a ‘do no harm’ approach to people affected by armed conflict.

Additionally, Contractors shall not be engaged in any other illegal activity.

**Involvement in Weapon Activities**

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Contractors shall not engage in any development, sale, manufacturing or transport of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law or is covered by the Geneva Conventions and Protocols.

**Protection of the Environment**

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum contractors should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

**Anti-Corruption**

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism[[13]](#footnote-14).

A contractor’s involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

**Sexual Exploitation and Abuse**

Contractors, their staff, sub-contractors and any other personnel engaged by the contractor, must not:

1. Sexually exploit or sexually abuse any individual.
2. Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defence.
3. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
4. Consume, purchase, sell, possess and distribute any forms of child pornography.
5. Exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
6. Exploit the vulnerability of any target group in the context of development, humanitarian and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance, or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
7. Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

**List of International Conventions and Treaties covered by this Code of Conduct for Contractors**

* + UN Universal Declaration of Human Rights, 1948; *http://www.un.org/en/documents/udhr/index.shtml*
  + Un Guiding Principles on Business and Human Rights, 2011;

http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\_EN.pdf

* + Geneva Conventions I-IV, 1949 and additional Protocols;

http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp

* + ILO Declaration on Fundamental Principles and Rights at Work, 1998; *http://www.ilo.org/declaration/lang--en/index.htm* and *http://www.ilo.org/wcmsp5/groups/public/---ed\_norm/---declaration/documents/publication/wcms\_095898.pdf*
  + UN Child Convention on the Rights of the Child, 1990; *http://www2.ohchr.org/english/law/crc.htm*
  + C182, Worst Forms of Child Labour Convention, 1999; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182*
  + C138, Minimum Age Convention, 1973; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138*
  + C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087*
  + C98, Right to Organise and Collective Bargaining Convention, 1949; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098*
  + C29, Forced Labour Convention, 1930; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029*
  + C105, Abolition of Forced Labour Convention, 1957; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105*
  + C131, Minimum Wage Fixing Convention, 1970; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131*
  + C100, Equal Remuneration Convention, 1951; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100*
  + C111, Discrimination (Employment and Occupation) Convention, 1958; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111*
  + The UN Convention on the Elimination on All Forms of Discrimination against Women 1979; *http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm*
  + C1, Hours of Work (Industry) Convention, 1919; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001*
  + C14, Weekly Rest (Industry) Convention, 1921; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014*
  + C143, Migrant Workers (Supplementary Provisions) convention, 1975; http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143
  + C155, Occupational Safety and Health Convention, 1981; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155*
  + The Rio Declaration on Environment and Development, 1992; *http://www.unep.org/Documents.Multilingual/Default.asp?DocumentID=78&ArticleID=1163&l=en*
  + The Ottawa Convention, 1997; *http://www.apminebanconvention.org/fileadmin/pdf/mbc/text\_status/Ottawa\_Convention\_English.pdf*
  + The Convention on Cluster Munitions, 2007; *http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf*

# NCA’s Global Programme on GBV (relevant abstracts)

## Gender-Based Violence

Violence against women and girls is one of the most widespread, persistent and devastating human rights violations in our world today. It knows no social, economic or national boundaries, and increases drastically during conflict and other humanitarian crisis. This programme will work on prevention and response to gender-based violence (GBV), and the links this has to sexual and reproductive health and rights (SRHR).

It is estimated that 35% of all women worldwide will experience physical or sexual abuse in her lifetime[[14]](#footnote-15). 1 out of 3 girls aged 15 to 19 have been subjected to female genital mutilation/cutting (FGMC) in 2018, with prevalence rates ranging much higher in some countries NCA works in[[15]](#footnote-16). 1 in 5 girls, or 23 girls every minute, are married before they turn 18, and fragile states have the highest rates of child marriages due to increased insecurity, poverty and weakened social networks[[16]](#footnote-17). Violence is “a manifestation of historically unequal power relations between men and women, which have led to the domination over and discrimination against women by men and to the prevention of the full advancement of women”.[[17]](#footnote-18) All forms of gender-based violence[[18]](#footnote-19) undermine the health, dignity, security and autonomy of its victims, yet it remains shrouded in a culture of silence. Victims of violence can suffer sexual and reproductive health consequences, including forced and unwanted pregnancies, unsafe abortions, traumatic fistula, sexually transmitted infections including HIV, and even death. Societal constructs of masculinity and victimhood, alongside homophobia, foster a culture of silence among male survivors with many choosing to not report their victimization out of fear of being publicly identified as a survivor of sexual violence or for fear of being considered homosexual, and as such little global statistics exists on male survivors of sexual violence[[19]](#footnote-20).

Gender discrimination is not only a cause of many forms of violence against women and girls but also contributes to the widespread acceptance and invisibility of such violence—so that perpetrators are not held accountable and survivors are discouraged from speaking out and accessing support.[[20]](#footnote-21) Engaging men and boys to transform patriarchal gender roles and adopt positive masculinities is critical for promoting gender equality and preventing violence against women and girls. Some studies show that half of male perpetrators feel justified to commit sexual assaults and put the responsibility on women.[[21]](#footnote-22)

Many of the 1.8 billion youth (10-24 years old) across the world are unable to realise their full potential or to participate fully in society. For girls, the barriers to participation are even higher, with 11% of all births worldwide are to girls aged 15 to 19 years old. The human rights of women include their right to have control over and decide freely and responsibly on matters related to their sexuality, including sexual and reproductive health, free of coercion, discrimination and violence. Equal relationships between women and men in matters of sexual relations and reproduction, including full respect for the integrity of the person, require mutual respect, consent and shared responsibility for sexual behaviour and its consequences.

NCA will work with faith actors, women’s groups, youth groups, local and international civil society actors, the ACT Alliance, authorities, and communities at large to promote and protect these rights, in particular women and girls’ rights. When women and girls’ rights are promoted and protected, women and girls live lives free of violence, are able to make decisions over own bodies, are able to access education, health care, attain the highest possible psychosocial wellbeing, and realise their sexual and reproductive rights.

NCA has a collaborative advantage in engaging faith-based organisations and religious leaders – women and men - in efforts to reduce GBV given their legitimacy, moral authority and outreach. NCA will challenge faith-based partners and religious leaders to take action against GBV, both within their own faith communities, in local communities and through advocacy towards duty bearers.

In line with NCA’s commitments made to the World Humanitarian Summit, NCA’s GBV programme will make a shift towards a stronger combination between development, humanitarian and advocacy work through collective outcomes. The humanitarian work stream will focus on saving lives and responding to crisis, whilst the development work stream will focus on building sustainable community mechanisms and supportive structures for positive change, while we advocate for policy change at community, national, regional and global levels.

The GBV programme intends to work with youth to create change amongst youth, and create a space where youth can grow and be empowered to make their own decisions over their own lives. Faith actors are often the gatekeepers to social and moral norms, and the GBV programme will work with faith actors to create change within congregations and communities at large. The GBV programme will further seek collaboration and support from the private sector, both in regards of financial support but also as partners for change, and to develop collaborative advantages between partners and communities. Furthermore, NCA will engage in private sector partnerships in regards to innovation and for capacity strengthening using state-of-art technology and models for practice. The GBV programme will furthermore engage local and national government, UN agencies and academic partners to develop evidence-base for our interventions.

**Global Goal: Women and girls live empowered lives free from gender-based violence**

**Sub-goal 1:** Dominant norms transformed to protect girls and women from violence and harmful practices

**Sub-goal 2:** Women and girls at risk of violence and survivors' access life-saving and specialised GBV services.

**Sub-goal 3:** Empowered women and adolescent girls lead, build self-esteem and realise their rights

Empowerment means that women and girls can take control over their lives: set their own agendas, gain skills, solve problems, claim rights, and develop self-reliance.[[22]](#footnote-23) Women and girls have to understand and ‘own’ their rights and be able to support their own life aspirations. This sub-goal will support the promotion of women and girls’ full participation in and equal opportunities for leadership at all levels of decision making in political, economic, religious and public life.

To be empowered women and girls must not only have equal capabilities (such as education and health) and equal access to resources and opportunities (such as land and employment), but they must also have the agency to use these rights, capabilities, resources and opportunities to make strategic choices and decisions (such as is provided through leadership opportunities and participation in political institutions). NCA will focus on engaging the most vulnerable girls, assess risks for each girl, including finding mitigation measures, involve girls in designing interventions with them, strengthen girls’ voices and empower girls to guide their own lives.

NCA will engage young men and boys as agents of change, to adopt roles (for example as supportive husbands, fathers-to-be, brothers) that are supportive of women and girls, working with them to understand girls’ rights, their own role, and alternative non-violent and supportive pathways. Empowerment projects will be operationalised in development and humanitarian contexts, advocate for women and girls’ leadership and will collaborate with the Climate Smart Economic Empowerment Strategic Initiative where feasible.

Empowerment allows women to make their own decisions, control their assets, and influence the policies, processes and institutions that affect their lives (including the structures and institutions that reinforce and perpetuate gender discrimination and inequality). The concept has a long history in social change work[[23]](#footnote-24) which emphasises the importance of gaining the ability to make meaningful choices[[24]](#footnote-25). Empowerment must also include the processes that lead women and girls to perceive themselves as able and entitled to make decisions equally with men and boys. These processes must involve undoing negative social norms so that women and girls come to see themselves as having the capacity and the right to act and influence decisions[[25]](#footnote-26). Knowledge is power, and the programme will seek to ensure that women have access to relevant information regarding their rights to a life free from all forms of violence.

**Important to know!**

Empowering the next generation – adolescent girls

Adolescent girls focus on engaging the most vulnerable girls, assess risks for each girl, including finding mitigation measures, involve girls in designing interventions with them, strengthen girls’ voices and empower girls to guide their own lives.

According to Women’s Empowerment International, an estimated 70% of the world’s poor are women and girls. Empowered women and girls are less likely to experience gender-based violence (GBV). In most of the countries where NCA works, women and girls have little or no access to assets and make the greater percentage of those unemployed (self or formal employment). Cultures and traditions systematically bar women from basic rights e.g. inheritance from their parents, and in some cases, inheritance from their husbands. Strengthening women's access to property inheritance and land rights is key to economic empowerment. This implies that to be empowered women and girls must not only have equal capabilities (such as education and health) and equal access to resources and opportunities (such as land and employment), but they must also have the agency to use these rights, capabilities, resources and opportunities to make strategic choices and decisions (such as is provided through leadership opportunities and participation in political institutions[[26]](#footnote-27)).

## Programme Standard

Empowerment means that women can take control over their lives: set their own agendas, gain skills (or have their skills and knowledge recognised), solve problems, and develop self-reliance[[27]](#footnote-28).Empowerment allows women tomake their own decisions, control their assets, and influence the policies, processes and institutions that affect their lives (including the structures and institutions that reinforce and perpetuate gender discrimination and inequality). The concept has a long history in social change work which emphasises the importance of gaining the ability to make meaningful choices. Empowerment must also include the processes that lead women and girls to perceive themselves as able and entitled to make decisions equally with men and boys. These processes must involve undoing negative social norms so that women and girls come to see themselves as having the capacity and the right to act and influence decisions. This implies that to be empowered women and girls must not only have equal capabilities (such as education and health) and equal access to resources and opportunities (such as land and employment), but they must also have the agency to use these rights, capabilities, resources and opportunities to make strategic choices and decisions (such as is provided through leadership opportunities and participation in political institutions).

## Minimum Requirement

Empowerment programmes must[[28]](#footnote-29):

* Engage the most vulnerable and isolated women and adolescent girls
* Assess the most pertinent risks and dangers for women and adolescent girls in each context
* Involve women and adolescent girls in all aspects of programme design and implementation
* Strengthen protective mechanisms that include the key stakeholders impacting the lives of women and girls
* Empower women and girls to steer their own well-being and safety once the programme is complete

**Sub-Goal 4:** Maternal mortality is reduced among women and adolescent girls

**Sub-Goal 5:** Women and adolescents access comprehensive sexuality education and modern family planning

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UNFPA MS, p. 30

Adapted from IRC’s Girl Shine toolkit

1. Darroch J, Woog V, Bankole A, Ashford LS. Adding it up: Costs and benefits of meeting the contraceptive needs of adolescents. New York: Guttmacher Institute; 2016. [↑](#footnote-ref-2)
2. UNFPA. Girlhood, not motherhood: Preventing adolescent pregnancy. New York: UNFPA; 2015. [↑](#footnote-ref-3)
3. Neal S, Matthews Z, Frost M, et al. Childbearing in adolescents aged 12–15 years in low resource countries: a neglected issue. New estimates from demographic and household surveys in 42 countries. Acta Obstet Gynecol Scand 2012;91: 1114–18. Every Woman Every Child. The Global Strategy for Women`s, Children`s and Adolescents` Health (2016-2030). Geneva: Every Woman Every Child, 2015. [↑](#footnote-ref-4)
4. https://www.unfpa.org/resources/giving-special-attention-girls-and-adolescents [↑](#footnote-ref-5)
5. United Nations (2012). Annual Report of the Office of  
   the United Nations High Commissioner for Human Rights, Thematic study on the issue of violence against women and girls and disability. A/HRC/20/5. [↑](#footnote-ref-6)
6. https://www.unfpa.org/sites/default/files/pub-pdf/Final\_Global\_Study\_English\_3\_Oct.pdf [↑](#footnote-ref-7)
7. http://www.dieh.dk/etisk-handel/hvordan-etisk-handel/dieh-retningslinjer-for-etisk-handel/dieh-guidelines/ [↑](#footnote-ref-8)
8. http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/

   index.html [↑](#footnote-ref-9)
9. http://ec.europa.eu/echo/partners/humanitarian\_aid/procurement\_guidelines\_en.htm [↑](#footnote-ref-10)
10. The definition of Child Labour can be found at: http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html and http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138 [↑](#footnote-ref-11)
11. Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid. [↑](#footnote-ref-12)
12. This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict. [↑](#footnote-ref-13)
13. Contractors who have signed a contract with DCA, or DCA implementing partner, shall file a complaint through: http://www.danchurchaid.org/about-us/quality-assurance/anti-corruption/complaints [↑](#footnote-ref-14)
14. WHO estimate: Sexual and physical violence, by intimate partner or non-partner (unknown), this number does not include sexual harassment [↑](#footnote-ref-15)
15. Somalia: 98%, Mali 89%, Ethiopia 74% according to https://www.unicef.org/media/files/FGMC\_2016\_brochure\_final\_UNICEF\_SPREAD.pdf [↑](#footnote-ref-16)
16. Girls, not Brides [↑](#footnote-ref-17)
17. The United Nations Declaration on the Elimination of Violence against Women (DEVAW, 1993) [↑](#footnote-ref-18)
18. IASC GBV Guidelines definition of GBV: *GBV is an umbrella term for any harmful act that is perpetrated against a person’s will and that is based on socially ascribed (i.e. gender) differences.* [↑](#footnote-ref-19)
19. Country specific studies conflict-related sexual violence exist, for example among male combatants in Liberia in 2008 32% reporting sexual violence, and 23% of men in conflict-affected areas in DRC in 2010 [↑](#footnote-ref-20)
20. IASC GBV Guidelines [↑](#footnote-ref-21)
21. Wegner, R., Abbey, A., Jennifer, P., Pregram, S, E., Woerner, J. ‘Relationships to Rape Supportive Attitudes, Incident Characteristics, and Future Perpetration’ Violence against Women, 2015, volume 21 no.8 [↑](#footnote-ref-22)
22. UN Women, p. X. [FIND CITATION]. [↑](#footnote-ref-23)
23. Cornwall, p. 1. Women’s empowerment: what works and why? World Institute for Development Economics Research (2014). [↑](#footnote-ref-24)
24. PAL, p. 4. [↑](#footnote-ref-25)
25. Rahman, p. 10. [↑](#footnote-ref-26)
26. [“Gender Equality, UN Coherence and You”](https://trainingcentre.unwomen.org/course/description.php?id=10), developed by UNICEF, UNFPA, UNDP, UN Women. E-learning Course. [↑](#footnote-ref-27)
27. UNFPA MS, p. 30 [↑](#footnote-ref-28)
28. Adapted from IRC’s Girl Shine toolkit [↑](#footnote-ref-29)