UNICEF PACIFIC
TERMS OF REFERENCE FOR CONSULTANT
SPORTS FOR DEVELOPMENT (11 MONTHS)

Requesting Section: Policy, Advocacy, Planning and Evaluation (PAPE)
Date: December 2014
Programme Area and Specific Project involved: PCR/Outcome 10 – IR/Output 10.1. By 2017, partners at national, sub-national and community-level have strengthened capacity to facilitate inclusive Communication for Development on lifesaving, care and protection family practices, including during emergencies. Project: Sports for Development.

1. Purpose of Assignment

The purpose of this assignment is to coordinate and facilitate the implementation of the UNICEF Pacific Sports for Development (S4D) project and partnership with the Oceania Football Confederation (OFC) in selected Pacific island countries.

2. Background

UNICEF Pacific is a multi-country office with mandate for 14 Pacific island countries, based in Fiji and with field offices in Vanuatu, Kiribati and the Solomon Islands. Our mission and mandate is to promote the rights and wellbeing of every child in the Pacific, in everything we do. Together with our partners in Cook Islands, Fiji, Kiribati, Marshall Islands, Federated States of Micronesia, Nauru, Niue, Palau, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, we translate this commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

UNICEF’s work with sport is grounded in its mission to ensure that every child has the right to play and sport in a safe and healthy environment – a right founded in Article 31 of the Convention on the Rights of the Child and other international treaties. Sport can change children’s lives by helping break down barriers, promote participation, alter attitudes and include the excluded. Safe and inclusive play and sport are tools for improving children’s lives. Sport contributes to healthy child development; it builds self-esteem and life skills. Sport can mobilize communities; foster peace and tolerance; and teach important life lessons about respect, cooperation and leadership.

UNICEF Pacific is working in close partnership with the Oceania Football Confederation’s Just Play Programme to deliver Sports for Development (S4D) interventions targeting children 6-12 years old in selected communities in Samoa, Vanuatu and Solomon Islands. This programme promotes physical activity for children through football-related activities while also addressing endemic issues such as non-communicable diseases, poor nutrition, gender equality, stigma and discrimination towards children with disabilities. From 2015 onwards, geographic coverage will be expanded to include an additional five countries (Cook Islands, Fiji, Nauru, Tonga, and Tuvalu) while the programmatic scope will increase to include children 13-16 years old.

3. Scope of work

- Support the coordination of sport for development activities;
- Support the design and development of sport for development programming resources and tools;
- Design and develop social media and advocacy tools;
- Coordinate and facilitate external relations and visibility related to sport for development programming;
- Support the creation of sound monitoring and evaluation tools and systems;
- Coordinate monitoring and evaluation of results;
- Facilitate the creation and execution of sport based advocacy campaigns; and
- Prepare periodic reports on programmatic progress and financial utilization.

4. Work schedule

The anticipated duration of the contract is 11 months, starting in March 2015. The consultant will work for UNICEF Pacific on a full-time basis and be based in Suva, Fiji.
5. Deliverables

The consultant is expected to deliver the following key outputs, in collaboration with technical staff at OFC and UNICEF:

- Revised *Just Play* curriculum to further strengthen and broaden the range of social messages being delivered through the programme.
- *Just Play Leagues* programming framework to expand the programme to include children aged 13-16 years old.
- Digitized monitoring system to enhance collection, analysis and dissemination of qualitative and quantitative data.
- Quarterly programme (donor) reports on S4D, including narrative reports on progress towards expected results, updated logframes, and financial utilization.
- Communication and advocacy plan and materials on sport for development, including: brochures and leaflets, press releases, blogposts, infographics and blurbs for social media and e-newsletters.
- Project management for coordinating the partnership with OFC and the roll-out of S4D interventions to additional countries and age-groups.
- Monthly progress report to UNICEF Pacific on completed tasks and progress towards planned outputs.

6. Payment schedule

Payments by UNICEF are delivery-based. Any deliverable not meeting the required specifications will have to be reworked and resubmitted at no additional cost to UNICEF. The proposed payment schedule for this assignment is monthly payment upon submission of progress reports on completed tasks, outlined against planned outputs. Based on the report and satisfactory performance, payments will be certified by the supervisor.

7. Type of supervision that will be provided

The consultant will work under supervision of the Communications Specialist. The supervisor will have frequent interactions with the consultant at various stages in order to brief the consultant on the situation/assignment; agree on the process and clarify the deliverables; provide feedback and comments on intermediary products; and track the progress made by the consultant. The supervisor will evaluate the consultant’s work and certify delivery of work.

8. Place of work and official travel involved

The consultant will work full-time out of the UNICEF Pacific office in Suva, Fiji. Regular office hours are 8am to 17.30pm from Monday to Thursday and 8am to 14pm on Fridays. Office space and a desktop computer will be provided, however the consultant is responsible for bringing his/her own laptop (e.g. to use during meetings or when travelling). UNICEF Pacific will reimburse one economy-fare round trip from the consultant’s home country to Fiji.

Official travel might be required to one or more of the sport for development programme countries (Samoa, Vanuatu, Solomon Islands, Cook Islands, Fiji, Nauru, Tonga, and Tuvalu) as well as the OFC headquarters in Auckland. UNICEF will reimburse the consultant for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

9. Qualifications and specialized knowledge/experience required

- Advanced university degree (Master) in social sciences, communication, international development or a related discipline.
- Minimum five years of work experience in sport for development and community development programmes, with at least three years in a developing country context.
- Solid technical knowledge of sport for development curricula, tools and resources.
- Demonstrated experience with programme design, development and implementation, monitoring and evaluation using both quantitative and qualitative techniques.
- Previous work experience with UNICEF or other UN agencies, and experience working in Pacific islands countries will be considered an asset.

Personal/organizational Competencies

- A high level of organizational and coordination skills.
- High level of attention to detail.
- An excellent command of the English language – both written and oral.
• Ability to produce quality work within a deadline and under pressure.
• Highly developed communication skills.
• Motivated and has the ability to work independently as well as in a team environment.
• Interest in social and electronic media, networking and developing communications.

10. How to apply

Qualified candidates are requested to submit an all-inclusive monthly fee, cover letter, CV and one written sample of previous work related to sport for development via email to pacificvacancies@unicef.org.

11. General conditions of contracts for the services of consultants

1. Legal Status

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a “staff member” under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an “official” for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of “Experts on Mission” in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

2. Obligations

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contract.

3. Title rights

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

4. Travel

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor’s travel costs shall be set out in the contract, on the following basis:
(a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.

(b) UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

5. Statement of good health

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) the Contractor’s medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

6. Insurance

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

7. Service incurred death, injury or illness

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF’s expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF’s expense in order to perform his or her obligations under this contract, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

8. Arbitration

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

9. Penalties for Underperformance

Payment of fees to the Contractor under this contract, including each installment or periodic payment (if any), is subject to the Contractor’s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF’s satisfaction, and UNICEF’s certification to that effect.
10. Termination of Contract

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF’s satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

11. Taxation

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.

ETHICS FOR SAFEGARDING THE INTERESTS/RIGHTS OF CHILDREN AND WOMEN IN RESEARCH

NON-DISCRIMINATION
When consultants conduct interview/focused group research/survey that involves third party, consultants shall ensure that selection of participants and the processes and methods used serve to correct, not reinforce, patterns of exclusion. This requires attention to socio-economic barriers including gender and age discrimination as well as the different ways and capacities in which children and women express themselves.

PARTICIPATION
Consultants shall ensure that the purposes and processes of the research are fully explained, using alternative forms of communication where necessary and making reference to any implications for participants of time, cost and the possible influence of the outcomes. The way information is conveyed must be appropriate to the context and to the child capabilities when child is involved.

INFORMED CONSENT
Consultant shall ensure that the participants know their right to refuse or to withdraw from the research at any time and obtaining verbal or written consent without coercion. Parental consent is not an adequate standard in light of the rights of the child and consent should be ongoing negotiation process with child.

IDENTIFICATION OF RISKS
Consultant should be mindful of the risks involving children and women in the research. Consultant should withhold information where that information may place them at risk and take necessary measures to protect them from placing themselves at risk.

CONFIDENTIALITY
Consultants shall offer conditional anonymity and confidentiality to all participants and explain to participants the limitation of confidentiality and possible intervention based on what is in their best interests. Consultant is fully responsible for identifying the follow-up action and referrals to be made in case confidentiality is broken.

MISUSE OF INFORMATION
Consultants are fully responsible for considering the short and long term consequences of the research from the different perspectives of participants, policy-makers, researchers and UNICEF.