

# Annex I Terms of Reference (TOR)

Providing Technical International Consultancy to Conduct UNDP Country Programme (2017-2022) Evaluation in Islamic Republic of Iran

# 1. Background:

Iran is in the westernmost sub-region of Asia with a total population of 85 million. The country adopted a 20-Year National Vision for development in 2005 to conclude by 2025 and through 4 National Development Plans. Iran has been able to achieve significant progress towards its economic, social and cultural development targets however, the country has been experiencing some development challenges during recent years. Iran has been under severe economic pressure especially after unilateral sanctions were imposed following withdrawal of the United Sates from the Joint Comprehensive Plan of Action (JCPOA) – an agreement in July 2015 by Iran and 5+1 countries – in May 2018. Disruption of the oil market has imposed another shock to the national economy in recent years. Iran has also been among the most affected countries from COVID-19 pandemic in the world. Altogether the effects of this 'triple shock' could result in a decline of as much as 15% of GDP, affecting 50% of Iran's workforce and this will have its greatest impact on the population in the lower 40% income deciles.

UNDP supports the Government and communities to meet the national development goals as well as international commitments. The UNDP CPD 2017-2022 was formulated in consultation with the Government and other stakeholders to support the implementation of the 6th National Economic, Social and Cultural Development Plan (NDP) during 2017 to 2021 which was extended for one year. The extension of the NDP followed by a one-year extension of the United Nations Development Assistance Framework (UNDAF) and consequently the UNDP Country Programme.

The country programme for 2017-2022 supports the Government in attaining the outcomes of the UNDAF 2017-2022, the 6th Five-Year Development Plan (2016-2020), and the internationally agreed sustainable development goals. The three priority areas in the 6th Five-Year Development Plan include: (a) promoting a resilient economy; (b) progress in science and technology; and (c) promotion of cultural excellence. The country programme will center its support primarily on promoting a resilient economy through four key areas: environmentally sustainable development; health and development; social welfare, poverty eradication and sustainable employment; and disaster risk reduction and management.

In 2019, the UN and the Government of the Islamic Rep of Iran agreed on a re-priorization of the UNDAF and the CPDs. The framework is the Technical Assistance Package (TAP), which contain three areas of action: Programatic, Operation and South-South. The impact of unilateral sanction and the Resilient economy are central to the TAP.

UNDP supports the Government to accelerate its national development efforts in these four priority areas, in line with the structure and sequence of the UNDAF outcomes. Particular focus is given to supporting government initiatives that address the needs of the urban and rural poor and young men and women who need sustainable employment. Women's economic empowerment, including through supporting government programmes to assist female-headed households, is also being given particular



emphasis. UNDP continues its support to the Government through engagement with people living with HIV/AIDS, those at high risk of contracting tuberculosis or malaria and those most vulnerable to non-communicable diseases. Geographically, UNDP will support the Government's work in disadvantaged and environmentally stressed areas.

The overall vision for this country programme is that UNDP makes a clear and substantive contribution to advancing the resilience of the Iranian economy through sustainable and inclusive development and be a clear partner of choice for both the Government and other development partners when seeking to strengthen multidisciplinary and multi-agency responses to sustainable development challenges.

The main partner for UNDP in Iran is the Ministry of Foreign Affairs (MFA). However, UNDP works with different national and sub-national entities as implementing partners.

This evaluation of the CPD is commissioned to generate evidence and knowledge about the ongoing programme and help to guide UNDP's programming in the future. The evaluation will assist UNDP and national partners to learn from past experience and better understand what types of development support work well, not work well, and in what context. The evaluation results will be used to inform the decision-making, inform course corrections and contribute substantively in the design of the new CPD which will start in 2023. The primary audiences of this evaluation are national and sub-national government institutions, UNDP Executive Board, UNDP, the UN Country Team, donors and development stakeholders. Secondary audiences are but not limited to academia, researchers, civil-society organizations and communities.

#### 2. UNDP's current programme:

UNDP's country programme focuses on four outcomes namely: (a) Environmentally sustainable development<sup>1</sup>; (b) Health and development<sup>2</sup>; (c) Resilient economy: social welfare, poverty eradication and sustainable employment<sup>3</sup>; and (d) Resilient economy: natural disaster management<sup>4</sup>.

# Environmentally sustainable development:

UNDP's work under this outcome focuses on three main areas:

- i) Integrated natural resource management and biodiversity conservation: UNDP continued the initiatives started in previous country programme period, scaled up models which were adopted through previous projects and started new interventions in this area of work;
- ii) Climate change: UNDP supports government efforts to reduce the economy's carbon footprint through promoting energy efficiency, diversifying energy sources and increasing the share of renewable energies. UNDP continued to assist the Government in preparing its national communication on the implementation of the United Nations

<sup>&</sup>lt;sup>1</sup> Sustainable Development Goals 1, 5, 6, 7, 12, 13, 14, and 17

<sup>&</sup>lt;sup>2</sup> Sustainable Development Goals 1 and 3

<sup>&</sup>lt;sup>3</sup> Sustainable Development Goals 1, 3, 4, 5, 8, 10, and 17

<sup>&</sup>lt;sup>4</sup> Sustainable Development Goals 9 and 11



Framework Convention on Climate Change. UNDP also supports the Government in climate change adaptation through making more efficient and effective use of water in the agriculture sector, while at the same time protecting the livelihoods of small-scale farmers; and

iii) Pollution control: UNDP supports government efforts to re-establish systems for effectively implement the plan to phase out use of hydrochlorofluorocarbons (HCFCs), phase 2 of which starts in 2017.

# Health and Development:

UNDP's work under this outcome focuses on three main areas:

- i) Communicable disease: UNDP continues its support to the Government to strengthen implementation of the National Strategic Plans on HIV/AIDS, TB and Malaria and other communicable diseases. In specific, UNDP supports implementation of the 4th National Strategic Plan (NSP) to combat HIV/AIDS and development of the 5th NSP. UNDP also continued its support to elimination of malaria in the country;
- ii) Non-communicable diseases (NCDs): UNDP supposed to provide support to the Government to address priority NCDs however, no major intervention has been done so far;
- iii) Exchange of experience and knowledge on HIV/AIDS, Malaria and Tuberculosis control/elimination. UNDP supports the Government of Iran in working with Afghanistan and Pakistan on cross-border TB control efforts.

# Resilient economy: social welfare, poverty eradication and sustainable employment:

UNDP's work under this outcome focuses on two main areas:

- i) Inclusive growth and poverty reduction: The purpose is to help the Government to prioritize and target policies and subsequent investments aimed at reducing relative poverty and eliminating absolute poverty, both spatially, e.g., in disadvantaged provinces and environmentally degraded areas, and among specific populations, e.g., youth and female-headed households. This will build on UNDP work on a national social protection model which was developed in the previous programme cycle.
- ii) Innovative sustainable job generation: Employment generation is a key government priority and is linked to reducing relative poverty and promoting inclusive and sustainable growth. UNDP supports government efforts to diversify and deepen job-creation opportunities, with a particular focus on developing innovative schemes and programmes, in particularly at local and subnational levels, to create more micro, small and medium enterprises and social enterprises that also deliver socially and environmentally desirable benefits. UNDP support is linked with livelihood-creation initiatives supported under the environment outcome.

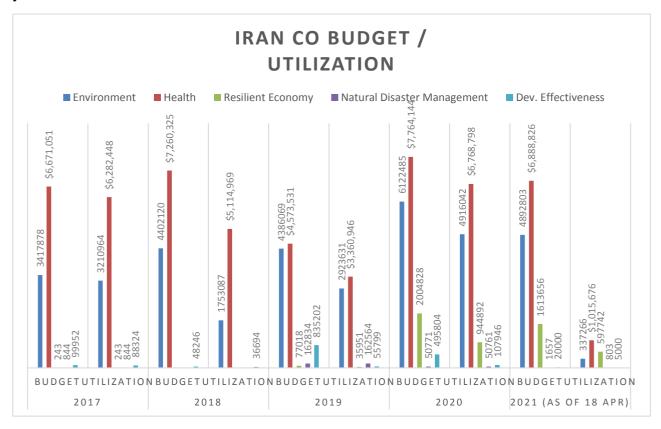
# Resilient Economy: Natural disaster management:

UNDP's work under this outcome focuses on two main areas:



- i) Multi-sectoral and multi-hazard Disaster Risk Reduction (DRR): UNDP supports the Government to improve its disaster risk reduction and resilience capacities in the context of the Sendai Framework.
- ii) Community resilience to disasters.

During the current CPD period and as of 18 April 2021, UNDP Iran has spent over \$37.7 on the four outcome areas and development effectiveness. Below graph illustrates the spending status over these years:



# 3. Evaluation purpose

This evaluation will seek to assess UNDP's contribution and performance in supporting the national development and priorities under the approved CPD. It will constitute, to a large extent, a meta-evaluation with respect to Health, Environment and Disaster Risk Management Outcome Areas (relying on existing evaluations, reviews, reports, and other existing documentation), and will give a 'deeper' attention in obtaining relevant primary or secondary evidence, from partners, stakeholders and other sources — on UNDP's contributions and performance under the Resilient Economy programmatic pillar. The evaluation will serve an important accountability function, providing national stakeholders and partners in Islamic Republic of Iran with an impartial assessment of the results of UNDP support. The evaluation will capture evidence of the relevance, effectiveness, efficiency, and sustainability of the current programme, which would be used to strengthen existing programmes and to set the stage for new the preparation of new CPD.



# 4. Evaluation scope and objectives

The CPD evaluation will focus on the formal UNDP country programme approved by the Executive Board. The scope of the CPD evaluation includes the entirety of UNDP's activities at the outcome and output levels covering from 2017 to date. The evaluation covers interventions funded by all sources, including core UNDP resources, donor funds and government funds. Initiatives from regional and global programmes will be included in the CPD evaluation. UNDP Iran also supports a number of thematic working groups within UNCT e.g. co-chairmanship of the resilient economy working group through which UNDP jointly with UNICEF played a leading role in development and implementation of the Technical Assistance Package (TAP) and the UN Iran's Socio-Economic Recovery Programme Against the Impact of COVID-19. This type of support, which is does not fall under the purview of a single grant or project – is an important frame of reference, under the overall chapeau of the UNDAF, to guide UNDP's contributions to the broader economic and social agenda of the country. Therefore, these activities will be included in the evaluation as well. The evaluation will also examine the UNDP's contribution toward cross-cutting issues, e.g., gender, leaving no one behind, and capacity development. The evaluation should be forward-looking by drawing lessons from the current CPD and propose recommendations for the next CPD.

# 5. Evaluation criteria and key guiding questions

The evaluation will answer three broad questions as follows:

- a. To what extent has the programme achieved (or is likely to achieve) its intended objectives at theoutput level, and what contribution has it made at the outcome level and towards the UNDAF?
- b. What factors contributed to or hindered UNDP's performance and eventually, the quality of the results, the scale and impact of programmatic interventions and the sustainability of results?
- c. What are the main lessons learned from the implementation of the current Country Programme and, based on such experience, what are the main recommendations that should guide and inform the design of a 'next generation' Country Programme<sup>5</sup>?

In connection to the above broad questions, the evaluation is expected to produce answers surrounding the evaluation criteria of relevance, effectiveness, efficiency and sustainability. Guiding questions are presented in the next sections, under each of these headings.

UNDP Iran has conducted five decentralized evaluations during this programme cycle under the two outcome areas – environment and health - as per the table below. No evaluation has been commissioned under the two outcome areas of resilient economy and this CPD evaluation is expected to deep-dive into these two aeras in specific. It is assumed that the evaluation will benefit from the results of the five listed decentralized evaluations however, there will also be a need to look into other initiatives - which have not been formally evaluated yet- to be able to draw evaluation conclusions under the two outcome areas of environment and health as well.

<sup>&</sup>lt;sup>5</sup> In addition, this broader question that can also be entertained: What are the main recommendations that can guide and inform the articulation of a longer-term programmatic posture and positioning of UNDP in Iran – i.e. beyond a single cycle in the programming horizon (e.g. 10-year horizon/ up to 2030)?



	Title	Type	Completion Date	Financial scope
Enviro	onment Outcome Area			зеоре
1.	Mid-Term Review of	Project	Dec 2019	\$700,000
	Energy Efficiency in	Evaluation		
	Building Sector Project			
2.	Terminal Evaluation of	Project	Apr 2019	\$1,900,000
	Caspian Project	Evaluation		
3.	Terminal Evaluation of	Project	Jan 2018	\$10,140,286
MENARID Project		Evaluation		
Health	Outcome Area			
1.	Terminal Review of	Project	Mar 2018	\$9,832,115
	the Single Stream	Evaluation		
	Funding Malaria			
	Project			
2.	Focused Country	Project	September	\$10,461,630
	Evaluation of	Evaluation	2020	
	IRAN HIV Project			

#### Relevance

- To what extent has the current UNDP programme supported the government of Iran in achieving the national development goals, responding to unexpected events, achieving internationally agreed sustainable development goals and delivering UNDAF intended results?
- To what extent has the UNDP programme responded to the priorities and the needs of targetbeneficiaries as defined in the programme document?
- Is UNDP perceived by stakeholders as a strong advocate for improving environment, health, resilient economy and natural disaster management in Iran?
- Have the efforts made by UNDP and national partners to mobilize resources and knowledge been in line with the current development landscape?
- To what extent did the UNDP programme promote SSC/Triangular cooperation?
- Has UNDP been able to effectively re-prioritize and adapt its programme in 2019 to the effects of the COVID-19 pandemic Iran and on its programming?
- To what extent has UNDP been able to adapt existing programmes to respond to the COVID-19 pressures and protect development gains already achieved?
- To what extend had UNDP re-prioritized its interventions in 2019 given the impacts of the COVID-19 on programming?
- To what extent has UNDP been able to adapt existing programmes with the changing landscape and geopolitics re. JCPOA and its associated socio-economic impacts?

#### **Effectiveness**

- By reviewing the programme results and resources framework, is the UNDP programme on track to achieve intended results at the outcome and output levels? What are the key achievements and what factors contributed to the achievements or non-



achievement of those results?

- By examining the small-size initiatives funded by UNDP regular sources, how have these projects fulfilled their objectives? What are the factors (positive and negative) that contribute to their success or shortcomings? Are there recommendations or lessons that can be drawn from this approach?
- To what extent has UNDP programme contributed towards an improvement in national government capacity, including institutional strengthening? How could UNDP enhance this element in the next UNDP programme?
- Which programme areas are the most relevant and strategic for UNDP to scale up going forward?
- How well has UNDP collaborated with sister UN agencies and other development partners to ensure effectiveness of interventions and greater impact/ scale? To what extent has UNDP been effective in building synergies and leveraging other programmes and stakeholders in Iran?
- Were the disproportional gender impacts of COVID-19, impact on vulnerable groups integrated within UNDP's response? To what extent were results achieved for these groups?
- What has been the impact of programming (reprioritizing) funds on the existing portfolio? Have changes in priorities been documented? Have TOCs and strategies been adjusted accordingly to reflect the impact of COVID-19 on existing programmes? Has the RRF been adjusted to reflect COVID-19?

# **Efficiency**

- To what extent has there been an economical use of resources (funds, human resources, time, expertise, etc.)? What are the main administrative constraints/strengths?
- Is the results-based management system operating effectively and is monitoring data informing management decision making?
- How well does the workflow between UNDP and national implementing partners perform?
- To what extent have programme funds have been delivered in a timely manner?
- When UNDP provides implementation support services to implementing partners, how well has UNDP performed?
- Has UNDP been able to offer a timely and cost-efficient procurement offer in response to COVID-19?
- To what extent were the previous structures of development assistance and partnerships efficient and able to adapt to support the COVID-19 responses? Were these adequate? Where were there weaknesses?

# Sustainability

- What outcomes and outputs have the most likelihood of sustainability and being adopted by partners and why?
- To what extent do national partners have the institutional capacities, including sustainability strategies, in place to sustain the outcome-level results?
- To what extent are policy and regulatory frameworks in place that will support the continuation of benefits?
- To what extent have national partners committed to providing continuing support



- (financial, staff, aspirational, etc.)?
- To what extent do partnerships exist with other national institutions, NGOs, United Nations agencies, the private sector and development partners to sustain the attained results?
- What is the potential to "build back better"? How well is UNDP learning while doing and adapting in a context where limited evidence was/ is available to assess direct and indirect impacts of the COVID-19 response?)

# Gender Equality

- To what extent have gender equality, the economic empowerment of women, social inclusion and youth been addressed in the programme strategic design, implementation and reporting? Are there key achievements?
- In what way could UNDP enhance gender equality in the next country programme?

**An important note:** Based on the above analysis, the evaluators are expected to provide overarching conclusions on achievement of the 2017-2022 CPD, as well as recommend key development priorities whichshall inform the focus the new CPD. The evaluation is additionally expected to offer wider lessons for UNDPsupport in Islamic Republic of Iran.

## 6. Methodology and approaches

The CPD evaluation methodology will adhere to the United Nations Evaluation Group (UNEG) Norms & Standards. The evaluation will be carried out by an independent evaluation team. The evaluation team should adopt an integrated approach involving a combination of data collection and analysis tools to generate concrete evidence to substantiate all findings. Evidence obtained and used to assess the results of UNDP support should be triangulated from a variety of sources, including verifiable data on indicator achievement, existing reports, evaluations and technical papers, stakeholder interviews, focus groups, surveys and site visits where/when possible. It is expected that the evaluation methodology will comprise of the following elements:

- Review documents (Desk Review); the team of evaluators is expected to review the CPD document, Results Oriented Analytical Reports (ROAR), UNDAF reports, project annual reports as well as any other substantive reports generated by the CO and projects. CO reported data on corporate platforms such as corporate planning system also needs to be studied. Quantitative data is expected to be obtained from these reports to a very large extent. Where available, disaggregated data (gender, youth, etc.) to be studied during desk review.
- Interviews with key stakeholders including government line ministries, development partners, civil society and other relevant partners through a participatory and transparent process; the list of main partners is reflected in the CPD and the team of consultants need to review the list and select the most relevant IPs in consultation with the CO.
- Consultations with beneficiaries through interviews and/ or focus group discussions; the CO
  will assist the team of consultants to connect with beneficiaries. The team of evaluators will
  look for programme results through interviews including gender equality and social inclusion.
- Survey and/ or questionnaires where appropriate; surveys and questionnaires will be used by
  evaluators to get a better understanding of the programme level results including gender
  equality and social inclusion.
- Triangulation of information collected from different sources/methods to enhance the validity of the findings.



The evaluation is expected to use a variety of data sources, primary, secondary, qualitative, quantitative, etc. to be extracted through surveys, storytelling, focus group discussions, face to face interviews, participatory methods, desk reviews, etc. conducted with a variety of partners. Consultants can collect qualitative data/information through interview and consultations with national and local partners as well as beneficiaries. Targeted surveys and questionnaires will also be used to both collect data (both quantitative and qualitative) and triangulate collected data/information. Where available/possible disaggregated data will be populated (on gender, youth, etc.) through different methods elaborated above.

A transparent and participatory multi-stakeholder approach should be followed for data collection from government partners, community members, private sector, UN agencies, multilateral organizations, etc.

Evidence will be provided for every claim generated by the evaluation and data will be triangulated to ensure validity. An evaluation matrix or other methods can be used to map the data and triangulate the available evidence.

In line with the UNDP's gender mainstreaming strategy, gender disaggregation of data is a key element of all UNDP's interventions and data collected for the evaluation will be disaggregated by gender, to the extentpossible, and assessed against the programme outputs/outcomes.

# Special note:

Given the ongoing COVID 19 pandemic and the resultant restrictions may require many of the in-person missions / consultations and data gathering / activities to be carried out remotely using electronic conferencing means. Alternatively, some or all in person interviews may be undertaken by the national consultant in consultation with the evaluation team leader.

#### 7. Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation' which are available here: <a href="http://www.unevaluation.org/document/detail/102">http://www.unevaluation.org/document/detail/102</a>. The consultants must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultants must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses without the expressauthorization of UNDP and partners.

# 8. Conflict of Interest

### Conflict of interest due to past engagement

UNDP commissioning units may not assign consultants to the evaluation of UNDAFs, country programmes, outcomes, sectors and thematic areas in which they have had prior involvement whether in design, implementation, decision-making or financing. Following this principle, UNDP staff members —including advisers based in regional centres and headquarters units, civil servants or employees of NGOs that may be or have been directly or indirectly related to the programme or project — should not take part in the evaluation team. More broadly, UNDP programme units



should consider whether conducting multiple assignments could create a conflict of interest. Many consultants and evaluators undertake numerous assignments for UNDP and its partners during the course of their professional careers. This can include a mixture of evaluation and advisory roles with multiple agencies at different levels. Programme units should make a judgement as to whether a consultant with a high reliance on work with UNDP may preclude them from producing an impartial evaluation. The ERC gives a history of evaluations undertaken by an evaluator in recent years.

# Conflict of interest to due potential future involvement

Programme units must ensure that the evaluators will not be rendering any service (related or unrelated to the subject of the evaluation) to the programme unit of the project or outcome being evaluated in the immediate future. Evaluators should not subsequently be engaged in the implementation of a programme or project that was the subject of their evaluation. Equally, evaluators should not be engaged as designers of next phases of projects that they have evaluated.

#### Evaluator's obligation to reveal any potential conflicts of interest

Evaluators must inform UNDP and stakeholders of any potential or actual conflict of interest. The evaluation report should address any potential or actual conflict of interest and indicate measures put in place to mitigate its negative consequences. If a conflict of interest is uncovered or arises during the evaluation, the organization should determine whether the evaluator should be dismissed and/or the evaluation terminated.

# 9. Evaluation arrangements

The below table outlines key roles and responsibilities for the evaluation process. UNDP and evaluation stakeholders will appoint an Evaluation Manager, who will assume the day-to-day responsibility for managing the evaluation and serve as a central person connecting other key parties. The evaluator will report to the Resident Representative (RR) who will be technically supported by the Regional M&E Advisor. The final approval of the report will be made by the RR. The final payment will be made upon the satisfactory completion and approval of the report.

Role	Responsibilities
Commissioner of the Evaluation: UNDP Resident Representative	<ul> <li>Lead and ensure the development of comprehensive, representative, strategic and costed evaluation;</li> <li>Determine scope of evaluation in consultation with key partners;</li> <li>Provide clear advice to the Evaluation Manager on how the findings will be used;</li> <li>Respond to the evaluation by preparing a management response and use the findings as appropriate;</li> <li>Safeguard the independence of the exercise;</li> <li>Approve TOR, inception report and final report.</li> <li>Allocate adequate funding and human resources.</li> <li>Ensure dissemination of the evaluation report to all the stakeholders.</li> </ul>



Evaluation Manager: Resident Representative / Deputy Resident Representative or whomever he/she may delegate	<ul> <li>Lead the development of the evaluation TOR in consultation with stakeholders;</li> <li>Manage the selection and recruitment of the Evaluation Team;</li> <li>Manage the contractual arrangements, the budget and the personnel involved in the evaluation;</li> <li>Provide executive and coordination support;</li> <li>Provide the Evaluation Team with administrative support and required data;</li> <li>Liaise with and respond to the commissioners;</li> <li>Connect the Evaluation Team with the wider programme unit, senior management and key evaluation stakeholders and ensure a fully inclusive and transparent approach to the evaluation;</li> <li>Review the inception report and final report.</li> </ul>
M&E Focal Point (supported by relevant programme officers and project managers)	<ul> <li>Provide inputs/advice to the evaluation on the detail and scope of the terms of reference for the evaluation and how the findings will be used;</li> <li>Ensure and safeguard the independence of evaluations;</li> <li>Provide the evaluation manager with all required data and documentation and contacts/stakeholders list, etc.;</li> <li>Support the arrangement of interview, meetings and field missions;</li> <li>Provide comments and clarification on the terms of reference, inception report and draft evaluation reports;</li> <li>In consultation with Government, respond to evaluation recommendations by providing management responses and key actions to all recommendations addressed to UNDP;</li> <li>Ensure dissemination of the evaluation report to all the stakeholders including the project boards;</li> <li>Responsible for the implementation of key actions on evaluation recommendations in partnership with Implementing partners.</li> </ul>
Regional Evaluation Focal Points  Key Evaluation	<ul> <li>Support the evaluation process and ensure compliance with corporate standards;</li> <li>Provide technical support to country office including advice on the development of terms of reference; recruitment of evaluators and maintaining evaluator rosters; implementation of evaluations; and finalization of evaluations, management responses and key actions</li> <li>Provide feedback on the TOR, inception report and Final Report</li> <li>Ensure management response tracking and support M&amp;E capacity development and knowledge-sharing;</li> <li>Dispute resolution when issues arise in implementation of evaluations.</li> <li>Contributes to the quality assurance process of the evaluation.</li> <li>Review of key evaluation deliverables, including inception report and</li> </ul>
Partner- MFA	<ul> <li>successive versions of the draft evaluation report;</li> <li>Provide inputs/advice how the findings will be used;</li> <li>Assist in collecting required data;</li> <li>Review draft evaluation report for accuracy and factual errors (if any);</li> <li>Responsible for the implementation of key actions on evaluation recommendations and integrate the evaluation lessons learned in the future Country Programme Document and projects where appropriate.</li> </ul>



Evaluation team (led by Team leader)	<ul> <li>Fulfil the contractual arrangements under the terms of reference as appropriate;</li> <li>Ensure the quality (including editorial) of the report and its findings and recommendations;</li> <li>Develop the evaluation inception report, including an evaluation matrix, in line with the terms of reference, UNEG norms and standards and ethical guidelines;</li> <li>Draft reports and brief the evaluation manager, programme/project managers and stakeholders on the progress and key findings and recommendations;</li> <li>Finalize the evaluation, taking into consideration comments and questions on the evaluation report. Evaluators' feedback should be recorded in the audit trail;</li> <li>Support UNDP efforts in knowledge-sharing and dissemination if required.</li> </ul>
Independent Evaluation Office (IEO)	<ul> <li>Provide feedback on the TOR, inception report and Final Report</li> <li>Provide norms, standards, guidelines and tools to support the quality enhancement of the evaluation</li> <li>Provide co-financing to cover evaluation costs</li> </ul>

# 10. Timeframe:

The contract commences on 8 November 2021 till 25 February 2022. The timeframe and responsibilities for the evaluation process are tentatively as follows:

Timeframe for the CDP evaluation process		
Activity	Responsible party	Timeframe
Selection of the evaluation team	UNDP	8 Nov 2021
Provide necessary information to Evaluation team	UNDP	15 Nov 2021
Conduct desk review	Evaluation team	15 Nov – 24 Nov 2021
Submit the inception report to UNDP	Evaluation team	25 Nov 2021
Approve the inception report	UNDP	30 Nov 2021
Hold a kick-off meeting with UNDP, Government and development partners	Evaluation team	10 Dec 2021
Collect data/conduct (virtual) field missions/remote interviews	Evaluation team	10 Dec 2021 – 31 Dec 2021
Present the preliminary findings to UNDP	Evaluation team	7 Jan 2022
Organize a stakeholder workshop to brief on the	Evaluation team &	10 Jan 2022
preliminary observations (Participants include UNDP, UN	UNDP	
agencies, Government and development partners)		
Analyze data and prepare a report	Evaluation team	20 Jan 2022
Submit the first draft	Evaluation team	21 Jan 2022
Review the first draft	UNDP	31 Jan 2022
Submit the second draft	Evaluation team	5 Feb 2022
Review the second draft	UNDP, RBAP & MFA	8 Feb 2022
Submit the final draft	Lead evaluator	15 Feb 2022
Accept the final report and submit the management response	UNDP	17 Feb 2022
Disseminate the final report and evaluation brief / stakeholders workshop	UNDP	20 Feb 2022



# Suggested working day allocation and schedule for evaluation

ACTIVITY	ESTIMATED # OF DAYS	DATE OF COMPLETION	PLACE	RESPONSIBLE PARTY
Phase One: Desk review and inception report				
Meet/discuss with UNDP	0.5 day	[indicate a proposed date DD/MM/YYYY]	UNDP or remote	Evaluation team & UNDP
Sharing of the relevant documentation with the evaluation team	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation manager
Desk review, Evaluation design, methodology, the specific timing for evaluation activities and deliverables and propose specific site visits and stakeholders to be interviewed and prepare the inception report	10 days	[ indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation Team
Submission of the inception report, 15 pages maximum (see the templatein the annex section)	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Comments and on approval of inception report	7 days	[indicate a proposed date DD/MM/YYYY]	Via email	UNDP
Revise the inception report	2 days	[indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation team
Submit the final inception report	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Approve the inception report	3 days	[indicate a proposed date DD/MM/YYYY]	Via email	UNDP
Phase Two: Data-collection mission				
Update on the detailed work plan including field mission and agree upon with UNDP	0.5 days	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Kick-off meeting with UNDP, Government and development partners.	0.5 day	[indicate a proposed date DD/MM/YYYY]		



Conduct data collection including field visits, in-depth interviews, focusgroup and etc.	15 days	[indicate a proposed date DD/MM/YYYY]	In country (subject to COVID pandemic restrictions)	
Debriefing to UNDP and key stakeholders	0.5 day	[indicate a proposed date DD/MM/YYYY]	In country (subject to COVID pandemic restrictions)	Evaluation team
Phase Three: Evaluation report writing				
Preparation of draft evaluation report (see the template in the annex section)	7 days	[indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation team
Draft report submission	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
UNDP comments to the draft report	10 days	[indicate a proposed date DD/MM/YYYY]	UNDP	Evaluation manager
Update report taking into account UNDP comments	2 days	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Submit the updated draft to UNDP for sharing to other stakeholders	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Consolidated stakeholder comments to the draft report	2 days	[indicate a proposed date DD/MM/YYYY]	UNDP	Evaluation manager
Submit the final report to UNDP	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team



Estimated total days for the evaluation Total		
working day of evaluation team		



#### 11. Location:

Tehran, Iran (Given the ongoing COVID 19 pandemic and travel restrictions that are in place, the consultant may be required to conduct many of the in- person missions/activities remotely using electronic conferencing means. However, required travel costs could be included into the financial proposal so that travel to Tehran can be done if/when restrictions are lifted)

### 12. Evaluation products (deliverables)

These products could include:

- Evaluation inception report (up to 7 or 8 pages). The inception report, containing a succinct underpinning theory of change, and evaluation methodology should be carried out following and based on preliminary discussions with UNDP. The inception report should include an evaluation matrix presenting the evaluation questions, data sources, data collection, analysis tools and methods to be used. The inception report should detail the specific timing for evaluation activities and deliverables and propose specific site visits and stakeholders to be interviewed (this element can be shared with UNDP well in advance). The inception report should be endorsed by UNDP in consultation with the relevant government partners before the evaluation starts (before any formal evaluation interviews, survey distribution or field visits) and prior to the country visit in the case of reduced travel restrictions for the international evaluator. The inception report will be reviewed by Independent Evaluation Office (IEO), UNDP Regional Focal Point and UNDP Country Office (see the inception report template in Annex E).
- **Kick-off meeting.** Evaluators will give an overall presentation about the evaluation, including the evaluator team's approach, work plans and other necessary elements during the kick-off meeting. Evaluators can seek further clarification and expectations of UNDP and the Government partner in the kick-off meeting.
- **Evaluation debriefings.** Immediately following the evaluation, the evaluation team is required to present a preliminary debriefing of findings to UNDP, key Government partners and other development partners.
- Draft evaluation report (max 30 pages including executive summary, excluding annexes). UNDP and other designated government representative and key stakeholders in the evaluation, including the UNDP Bangkok Regional Hub, will review the draft evaluation report and provide an amalgamated set of comments to the evaluator within an agreed period of time, addressing the content required (as agreed in the TOR and inception report) and quality criteria as outlined in these guidelines.
- Evaluation report audit trail. Comments and changes by the evaluators in response to the draft report should be retained by the evaluators to show how they have addressed comments.
- Final evaluation report (see final evaluation template in the Annex I).
- Evaluation brief (2 pages maximum) and other knowledge products or participation in knowledge-sharing events, if relevant.



- Evaluation Recommendations (see the management response in the Annex J)
- Presentations to stakeholders (this maybe done remotely)

# 13. Evaluation team composition and required competencies

The evaluation will be conducted by a team of two independent consultants comprising of:

- a. An Evaluation Team Leader (International):
- b. A National Consultant who will provide knowledge of national context and support the full evaluation process as well as serve as an interpreter from English to Farsi and vice-versa when needed.

# (a) Evaluation Team Leader (International)

S/he has overall responsibility for conducting the CPD evaluation and providing guidance and leadership to the national consultant. In consultation with the national consultant, s/he will be responsible for developing a methodology for the assignment that reflects best practices and encourages the use of a participatory and consultative approach as well as delivering the required deliverables to meet the objective of the assignment. S/he will lead the preparationand revision of the draft and final reports, ensuring the assignments have been completed in the agreed timeframe.

#### S/he has responsibilities as follows:

- Leading the documentation review and framing of evaluation questions;
- Leading the design of monitoring and evaluation questions and field verification tools;
- Ensure efficient division of tasks between evaluation team members;
- Leading the evaluation team in planning, execution and reporting;
- Incorporating the use of best practice with respect to evaluation methodologies;
- Responsible for and leading the drafting of inception report, finalization/quality control of theevaluation report including timely submission and adjustment;
- Leading the kick-off meeting and debriefing meeting on behalf of the evaluation team with UNDPand stakeholders;

# Required Qualifications:

- Minimum Master's degree in international development, economics, regional development/planning or any other social sciences related to pro-poor development;
- 7 to 10 years relevant experience in undertaking evaluation in the development sector;
- Strong knowledge of UNDP and its working approaches including partnership approaches withGovernment, civil society and community groups;
- Proven experience in conducting outputs/outcomes/impact/CPD/UNDAF evaluations;
- Experience in applying SMART (S Specific; M Measurable; A Achievable; R Relevant; T Time-bound)indicators and reconstructing or validating baseline scenarios;
- Demonstrated capacity in strategic thinking, problem solving and policy advice;
- Strong inter-personal skills, teamwork, analytical skills and organizational skills;
- Excellent presentation and drafting skills, and familiarity with information technology, including proficiency in word processing, spreadsheets, and presentation software;
- Fluency in English, both in speaking and writing;



- Previous experience working in Iran or similar settings in the region is an advantage;
- Knowledge of the sensitivities of the context of Iran is an asset.

# 11. Application submission process and criteria for selection

Evaluation team will be evaluated based on the merit of the proposed approach, including following:

- 20%. Qualifications and experience
- 15%. Technical approach as illustrated in the description of the proposed methodology.
- 20%. Evidence of experience of the consultant in conducting evaluations as detailed in the CV
- 15%. Reference from Past performance. To enable this reference check is carried out, applicants are required to provide a list of all related consultancies/ evaluations conducted during the past three years with associated contact details of references.
- 30% Financial proposal

# 12. Supervision and Verification:

The tasks will be performed under overall supervision of Resident Representative (RR). International consultant will work directly with Head of Development Effectiveness Unit.

#### 13. Payment Term:

In full consideration for the services performed by the contractor under the terms of this contract the UNDP shall pay the contractor the total agreed and contracted amount of EUR 34,000 in one instalment after completion of the work and finalization and approval of the evaluation report, against the submission of signed invoice and certification of payment form (COP) as per the below table:

No.	Output/Deliverables	<b>Due Date</b>	Amount (EUR)
1	Desk review and inception report	25 November 2021	10,625
2	Data-collection mission	31 December 2022	14,025
3	Evaluation report writing	15 February 2022	9,350

- Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the contract's amount.
- The offer shall be submitted in EUR and the contract is also issued in EUR.
- Communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- The travel costs to join duty station and repatriation, if applicable, shall be included in the financial proposal.
- Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the consultant introduced through an official letter.



- Payments will be made according to UNDP regulations as explained in the contract documents.
- Payments will be made to the consultant against invoices submitted by the consultant.
- Each payment will be made within 30 days from receipt of UNDP's verification and payment request
- If the contractor is required to travel inside the country, such arrangement shall be fully coordinated in advance with UNDP. The cost of such travels will be covered by UNDP, i.e., the travel cost is excluded from the total consultancy fee. The travel arrangements should be in line with UNDP rules and regulations.

# 14. Travel Requirements:

If travel is required under the contract, the individual contractor shall:

- Obtain the required Security Clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel);
- Undertake the training courses on BSAFE and provide UNDP with the certificate. The link to access the course is <a href="https://training.dss.un.org/course/category/6">https://training.dss.un.org/course/category/6</a>
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN- approved physician. This is only applicable for the Consultant on the age of 65 years or more.
- All ICs who will be hired during the COVID-19 Pandemic period are required to submit "Statement of Good Health" based on the WHO information on the impact of COVID-19 on individuals with underlining conditions before their travel.
- The Contractors shall consult with the delegated authorities on the bases on Travel requirements before date of departure and arrival, and inform UNDP accordingly.

# 15. TOR annexes

- A. Country programme outcomes and indicative resources (2017-2022)
- B. Key stakeholders and partners
- C. Evaluation matrix
- D. Schedule of tasks, milestone and deliverables
- E. Inception report template
- F. Require format for the evaluation report
- G. Evaluation recommendations
- H. Evaluation quality assessment
- I. Code of conduct



#### Annex A. Country programme outcomes and indicative resources (2017-2022)

The results and resources framework is, in spirit and content, subject to the main body of the terms and references of the UNDP country programme document, 2017-2022.

All figures in the results and resources framework are drawn from national sources of data.

OUTCOME 1: Responsible government agencies formulate, implement and monitor integrated natural resource management, low carbon economy, and climate change policies and programmes more effectively (UNDAF outcomes 1.1 and 1.2)

NATIONAL PRIORITY: Articles of the 6<sup>th</sup> National Development Plan (draft)

RELEVANT Sustainable Development Goals: 1, 5, 6, 7, 9, 12, 13, 14 and 17

**RELATED UNDP STRATEGIC PLAN OUTCOME: 1.** Growth and development are inclusive and sustainable, incorporating productive capacities that create employment and livelihoods for the poor and excluded.

productive capaci	productive capacities that create employment and livelihoods for the poor and excluded.				
CPD OUTCOME INDICATOR(S), BASELINES, TARGET(S)	DATA SOURCE AND FREQUENCY OF DATA COLLECTION, AND RESPONSIBILITI ES	INDICATIVE COUNTRY PROGRAMME OUTPUTS	INDICATIVE RESOURCES BY OUTCOME (\$)		
emissions of	Ministry of Energy, Department of	Output 1.1: Strategies and measures that promote sustainable and integrated management of natural resources,	<b>Regular<sup>6</sup></b> \$553,000		
metric tons <b>Baseline (2010)</b> : 855 million tons	Environment, Ministry of Agriculture Jihad	biodiversity and ecosystem services are developed and considered for adoption / implementation by the Islamic Republic of	Other \$104 million		
Target (2030): 787 million tons (reduction of 8%)	official records and Statistical Centre of Iran	Indicators:	Global Environment Facility (GEF)     STAR:     \$16 million,		
2. Percentage of land area that is managed	data, collected and analysed annually	1.1.1: Hectares of land/rangeland/forest being reclaimed or used sustainably for agriculture under pilot projects and scale-up schemes  Baseline (2015): 109,764 hectares	• GEF non-STAR: \$8 million		
sustainably under an in-situ conservation regime, a		Target: 200,000 hectares  1.1.2: Number of sectoral guidelines with	Green Climate Fund     Government cost- sharing /co-		
sustainable use regime and / or an access and		budget allocation for mainstreaming biodiversity conservation into development planning	financing: \$70 Million  Third party cost-sharing:		
benefits sharing regime <b>Baseline (2015):</b> 10.4%		Baseline (2015): 28 Target: 40	\$10 million		
Target (2020): At least 17 per cent		1.1.3: Number of coordination mechanisms to address trans-boundary issues <b>Baseline (2015):</b> 0			
3.Tons of ozone depletion		Target: 2 Output 1.2: Climate change adaptation and			
acpiction		mitigation solutions developed and			

<sup>&</sup>lt;sup>6</sup> Allocation of TRAC resources will be decided by the UNDP Country Programme Steering Committee and its co-chairs, the Ministry of Foreign Affairs and UNDP.

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potential (ODP) considered for adoption / implementation used by the Islamic Republic of Iran **Baseline** (2015): 309 Indicators: ODP tons 1.2.1: Hectares of agricultural land benefiting Target (2020): from water saving measures 260 ODP tons Baseline (2015): 10,000 **Target: 25,000** 4. Disposal of 1.2.2: Sustainable adaptive/climate resilient the current solutions identified and tested in water and persistent agriculture sectors organic Baseline (2015): 1 pollutants Target: 3 (POPs) inventory and 1.2.3: Amount of CO<sub>2</sub> equivalent mitigated and importation energy efficiency/ conservation achieved with control of POPs a focus on industry and residential sectors in general and Baseline (2015): TBD of PCBs in Target: TBD particular. **Baseline** Output 1.3: The Islamic Republic of Iran's **(2015):** 11,000 institutional capacities to meet HCFC and tons of PCB oil POP phase out commitments are enhanced and equipment (approx.) **Indicators:** Target (2020): 1.3.1. Number of enhanced systems 2000 tons of low established for control of HCFCs and POPs **PCB Baseline**: 1 (already in place for HCFCs) contaminated oil Target: 2 (system for POPs re-established and and equipment for HCFC enhanced) as well as 100 tons of highly contaminated PCB oil and equipment and 80 tonnes of agricultural **POPs** 

OUTCOME 2: The health sector in the Islamic Republic of Iran formulates, implements and monitors policies and programmes on HIV/AIDS, other communicable diseases and non-communicable disease more effectively (UNDAF Outcomes 2.2 and 2.3)

NATIONAL PRIORITY: Articles of the 6<sup>th</sup> National Development Plan (draft); Islamic Republic of Iran's Overall Health Policies; and the Islamic Republic of Iran's Health Transformation Plan (Health Sector Evolution Plan)

RELEVANT Sustainable Development Goals: 1 and 3

**RELATED UNDP STRATEGIC PLAN OUTCOME: 3.** Countries have strengthened institutions to progressively deliver universal access to basic services.

	Official database
of adults and	of Ministry of
children with	Health and
HIV,	Medical
disaggregated	Education,
by sex and age,	collected and
known to be on	analysed annually

Output 2.1: Strategies, mechanisms and tools to further strengthen implementation of the National Strategic Plans on HIV/AIDS, TB and Malaria and other communicable diseases are developed and considered for adoption by the Islamic Republic of Iran.

**Regular<sup>13</sup>** \$553,000

#### Other: \$14 million

• Global Fund \$7 + \$5 million



treatment 12 months after initiation of antiretroviral therapy Baseline (2013):

- Male: 83.87%
- Female: 87.21%
- Age < 15: 83.58%
- Age 15+: 83.58%

#### **Target: TBD**

6. Number of laboratory-confirmed autochthonous malaria cases in target districts, disaggregated by age and sex **Baseline** 

(2015): 263 (72% male and 75% over 15 years old)

**Target (2021):** 26

7. Number of foci with local malaria transmissions):

Baseline (2015): 304 Target (2021): 76

8. Number of deaths due to non-communicable diseases (NCDs) in both sexes and in the age groups of 30 to 75 years old **Baseline** (2010): 75,150

**Target (2025):** 25% reduction in morality (based on the

**Indicators:** 

**2.1.1:** Number of Universities of Medical Sciences that have developed, budgeted, and implemented HIV and malaria action plans

**Baseline (2015):** 0

Target: 16

**2.1.2:** Number of malaria and/or other vectorborne disease control/elimination plans coordinated and facilitated by UNDP in Economic Free Zones

Baseline (2015): 0

Target: 4

**2.1.3:** Number of multisectoral and/or sustainability plans and budgets developed in accordance with National Strategic Plans (HIV/AIDS, malaria)

Baseline (2015): 0

Target: 2

Output 2.2. Solutions that help address priority NCDs are identified, developed and considered for adoption / implementation by the Government.

#### **Indicators:**

**2.2.1:** Number of NCD related multisector plans developed and approved.

Baseline (2015): 0

Target: 2

Output 2.3: Opportunities for Iran to share its experience on HIV/AIDS, malaria and tuberculosis elimination /control with other interested countries are developed and considered by the Government for implementation.

#### Indicators:

**2.3.1:** Number of solutions that are implemented in neighbouring countries involving Iranian expertise/national best-practice

Baseline (2015): 0

Target: 4

• Government cost- sharing: \$2 million



population of		
the target year)		
due to NCDs.		

OUTCOME 3: Relevant government agencies formulate, implement and monitor their social welfare, poverty eradication and sustainable employment policies and programmes more effectively (UNDAF Outcomes 3.1 and 3.5)

NATIONAL PRIORITY: Articles of the 6th National Development Plan (draft)

RELEVANT Sustainable Development Goals: 1, 3, 4, 5, 8, 10 and 17

RELATED UNDP STRATEGIC PLAN OUTCOME: 1. Growth and development are inclusive and sustainable, incorporating mployment and livelihoods for the poor and excluded.

productive capac	ities that create en
9.	SCI -
Multidimensio	unemployment,
nal Poverty,	inequality and
disaggregated	poverty (yearly
by urban and	reporting)
rural areas	Ministry of
Baseline (2015):	Cooperative,
circa 20%	Labour and
(Ministry of	Welfare – poverty
Cooperative,	(bi yearly
Labour and	reporting)
Welfare survey)	Central Bank –
Target: less	GDP growth
than 10%	(yearly reporting)
	MPO – planning
10. Proportion	documents
of working	MIMT surveys
poor,	(annual)
disaggregated	
by age and sex	
Baseline	
(year): TBD by	
Ministry of	

Cooperative,

Target: TBD by

Unemploymen

disaggregated

by age, sex and

Unemploymen

t is officially

province

**Baseline** 

(year):

12%

Target: unemployment

and

rate.

Labour

Welfare

Ministry Cooperative,

Labour

Welfare

11

t

Output 3.1: Enhanced strategies and measures to achieve inclusive growth and poverty reduction are developed and considered for adoption / implementation by the Government.

#### Indicators:

3.1.1 Number of sectors / key national institutions systematically using Multi-Dimensional Poverty Index data, to inform policy development and investment targeting on the poor

**Baseline (**2015) - 0

Target: TBD by Ministry of Cooperative, Labour and Welfare and Management and Planning Organization

3.1.2 Number of sectors and institutions using updated urban poverty definitions, standards and maps to inform policy development and investment targeting.

Baseline (2015) – 1 (Ministry of Roads and Urban Development)

Target: TBD by Ministry of Roads and Urban Development; Ministry of Industry, Mine and Trade; Ministry of Cooperative, Labour and Welfare

Output 3.2: Innovative sustainable employment strategies and measures are developed and considered for adoption / implementation by the Islamic Republic of Iran.

Indicator 3.2.1: Number of new jobs and other livelihoods created with UNDP support,

Employment Plan indicates fresh start (zero baseline) for unemployment reduction. Target: National target 1,000,000 new jobs by

Regular<sup>13</sup> \$590,000

#### Other \$4.5 million

- Government cost- sharing: \$2.25 million
- Trust funds: \$2.25 million

Indicators:

disaggregated by age, sex and province Baseline (2015): 0 National Sustainable 2017.



by end of 6th Plan period		
12. Number of measures adopted by Government that ensure most vulnerable groups are covered under the new multilayer social insurance systems  Baseline (year): TBD  Target: Comprehensive national plan available		

OUTCOME 4: Relevant government agencies formulate, implement and monitor natural disaster management policies and programmes more effectively (UNDAF Outcome 3.4)

NATIONAL PRIORITY: Articles of the 6<sup>th</sup> National Development Plan (draft); Integrated National Disaster Management Plan

RELEVANT Sustainable Development Goals: 9 and 11

**RELATED UNDP STRATEGIC PLAN OUTCOME: 5.** Countries are able to reduce the likelihood of conflict and lower the risk of natural disasters, including from climate change

Of flatural disaste	rs, including from ci
13. Number of multisectoral / hazard disaster risk management plans in place, consistent with the Sendai Framework for DRR and the new National Strategy, based on up-to date	Data source and responsibility: Ministry of Cooperative, Labour and Welfare, Iranian Red Crescent Society, Management and Planning Organization Frequency of data
risk assessment data and taking into account differentiated impacts on men and women and different socioeconomic groups	Frequency of data collection: once a year
Baseline	

**(2016):** 0

Target: 2

Output 4.1: Measures and tools that improve the preparation and implementation of multi-sectoral and multi-hazard DRR plans are developed and considered for adoption / implementation by the Islamic Republic of Iran.

#### Indicators

4.1.1: Knowledge, attitudes and practices (KAP) on DRR among partner institutions / target groups

**Baseline (2016)**: TBD through KAP survey **Target (2021)**: 25+ % increase in KAP scores

Output 4.2: Options and mechanisms for effectively enhancing community resilience to natural disasters are developed and considered for adoption / implementation by the Islamic Republic of Iran.

#### Indicators:

4.2.1: Number of community-based pilot projects supported by UNDP, and evidence of adoption for scale-up by the Government **Baseline (2015): 0**Target: 2

# Regular 13 \$590.000

#### Other \$2 million

- Government cost-sharing: \$1 million
- Third-party cost-sharing: \$1 million

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry.ir@undp.org, website:



	I	
14. Number of		
enhanced		
institutional		
arrangements /		
regulatory		
provisions in		
place at		
national and		
subnational		
levels for		
managing		
disaster /		
climate risks,		
Baseline		
<b>(2016):</b> 0.		
Target: 4		



# Annex B. Key stakeholders and partners

- Department of Environment
- Food and Agriculture Organization of the United Nations (FAO)
- Forests, Range and Watershed Organization
- International Institute of Earthquake Engineering and Seismology (affiliated to Ministry of Science, Research and Technology)
- Iranian Red Crescent Society
- Management and Planning Organization
- Ministry of Agriculture Jihad
- Ministry of Cooperative, Labour and Welfare Ministry of Education
- Ministry of Energy
- Ministry of Health and Medical Education
- Ministry of Industry, Mine and Trade Ministry of Interior
- Ministry of Petroleum
- Ministry of Roads and Urban Development
- Ministry of Welfare
- National Disaster Management Organization
- UN-OCHA
- Office of the Vice-President.
- Prisons Organisation
- Secretariat of the High Council of Free Trade Zones
- Tehran Disaster Mitigation and Management Organization
- Tehran Municipality
- UNAIDS
- UN-Habitat
- Vice Presidency for Science and Technology
- Vice Presidency for Rural Development and Deprived Areas
- Vice Presidency for Women and Family Affairs
- WHO

# Annex C: Evaluation matrix (suggested as a deliverable to be included in the inception report)

The evaluation matrix is a tool that evaluators create as map and reference in planning and conducting an evaluation. It also serves as a useful tool for summarizing and visually presenting the evaluation design and methodology for discussions with stakeholders. It details evaluation questions that the evaluation will answer, data sources, data collection, analysis tools or methods appropriate for each data source, and the standard or measure by which each question will be evaluated.

#### TABLE 1. SAMPLE EVALUATION MATRIX

Relevant	Key	Specific	Data	Data Collection	Indicators/Success	Methods
Evaluation	Questions	Sub-	Sources	Methods/Tools	Standards	for Data
Criteria		Questions				Analysis



#### Annex D: Schedule of tasks, milestones and deliverables.

Based on the time frame specified in the TOR, the evaluators present the detailed schedule.

# **Annex E: Inception report template**

Follow the link: <u>Inception report content outline</u>

# Annex I: Required format for the evaluation report.

The final report must include, but not necessarily be limited to, the elements outlined in the quality criteria for evaluation reports. Follow the link: Evaluation report template and quality standards

#### **Annex J: Evaluation Recommendations.**

Follow the link: Evaluation Management Response Template

#### **Annex K: Evaluation Quality Assessment**

Evaluations commissioned by UNDP country offices are subject to a quality assessment, including this evaluation. Final evaluation reports will be uploaded to the Evaluation Resource Centre (ERC site) after the evaluations complete. IEO will later undertake the quality assessment and assign a rating. IEO will notify the assessment results to country offices and makes the results publicized in the ERC site. UNDP Lao PDR aims to ensure evaluation quality. To do so, the consultant should put in place the quality control of deliverables. Also, consultants should familiarize themselves with rating criteria and assessment questions outlined in the Section six of UNDP Evaluation Guidelines

# Annex L: Code of conduct.

UNDP requests each member of the evaluation team to read carefully, understand and sign the 'Code of Conduct for Evaluators in the United Nations system', which may be made available as an attachment to the evaluation report. Follow this link: <a href="http://www.unevaluation.org/document/detail/100">http://www.unevaluation.org/document/detail/100</a>



# Annex II GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

- 1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.
- 2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the



performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is



developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

- 6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.
- 7. **SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.



- 8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.
- 9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. **INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
- 11. **ENCUMBRANCES AND LIENS:** The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.
- 12. **FORCE MAJEURE**; **OTHER CHANGES IN CONDITIONS**: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.



Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

13. **TERMINATION**: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

- 14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt



from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. **AUDITS AND INVESTIGATIONS**: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder. If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

#### 17. SETTLEMENT OF DISPUTES:

**AMICABLE SETTLEMENT**: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION**: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to



order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. **LIMITATION ON ACTIONS**: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

19. **PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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