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the European Union

بتمويل من
الاتحاد الأوروبي



WE-RISE!
Women Empowerment for Resilience,
Inclusion, Sustainability and Environment
T05-EUTF-HOA-SDN-96-02

CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° Z7A3469FE3

FINANCED FROM THE T05-EUTF-HOA-SDN-96-02

AICS (Italian Agency for Development Cooperation), Street 33 Amarat- P.O Box 793
Khartoum, Sudan

(‘the contracting authority’),

of the one part,

and

Microfinanza S.R.L.
Strada della Racchetta, 22 36100 Vicenza (VI)
P.IVA 02875690246

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT - WE-RISE! Women’s Empowerment for Resilience, Inclusion, Sustainability
and Environment**

CONTRACT TITLE - Financial inclusion scheme establishment

Identification number Z7A3469FE3

(1) Subject

- 1.1 The subject of this contract is **Financial inclusion scheme establishment** done in Khartoum with identification number Z7A3469FE3 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro is a global price contract. The contract value is Euro 950.000,00 tax included.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference (Annex II)

August 2020

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- the organisation and methodology (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

For the purposes of Article 42 of the General Conditions, for the part of the data transferred by the contracting authority, the person responsible for the processing of personal data carried out is: AICS Rome (Via Contarini 25, Roma, 00135, Italy).

(a) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in three originals: one original for the contracting authority, one original for the European Commission, and one original for the contractor.

For the contractor

Name: Giampietro Pizzo
 Title: President Microfinanza S.p.A.
 Signature:  **MICROFINANZA s.r.l.**
 Stradella della Racchetta, 22
 36100 Vicenza - ITALIA
 Date: 7/3/2022

For the contracting authority

Name: Michele Morana
 Title: Head of Office AICS Khartoum
 Signature: 
 Date: 17/02/2022



SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Contact persons: Michele Morana – Head of Office AICS - (Italian Agency for Development Cooperation) Street 33 Amarat- P.O Box 793 Khartoum, Sudan Adresse e-mail : procurement.sudan@aics.gov.it

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the market value.

Article 13 - Insurance

13.2 a) The Contractor shall ensure that the experts dedicated to the service object of the Tender are duly ensured, while travelling and performing their activities at the contracting authority premise. **Article 19. Implementation of the tasks and delays**

19.1 The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.

19.2 The period for implementing the tasks is 22 months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written



acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

Article 29 Payment and interest on late payment

- 29.1 Payments shall be made upon the approval of an electronic invoice sent through the **Exchange System** (SdI in Italian), which provides the address to the receiving government department. The exchange system is managed by the Revenue Agency and all information is available on the website <https://www.fatturapa.gov.it>.

The invoice issuance should be made in accordance with the following timetable, and according the further instructions requested in the attached chart (Annex "Timetable of services and payments") that shall be considered integral part of this contract, due its aim of specifying the timetable arrangements for the Contractor services.

Month		EUR
1	Maximum pre-financing payment ¹	40 % of the contract value 380.000,00
7	Interim payment	25% 237.500,00
14	Interim payment	25% 237.500,00
22	Balance	10% 95.000,00
	Total	950.000,00

- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

- 29.5 Payments shall be made in euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

- 30.1 The successful tenderer will be asked to provide a performance guarantee of 5% of the amount of the contract upon signature of the contract. This guarantee must be provided with the

¹ The contractor is not obliged to ask for pre-financing.

countersigned contract within a maximum period of 30 days from the receipt by the tenderer of the contract signed by the contracting authority.

30.2 In the event of a pre-financing request, a guarantee is required according to the model annexed to the Invitation to Tender File (*annex F.3_b8j2_annexviguarantee*)

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Italy in accordance with the national legislation of the state of the contracting authority.

Article 42 Data Protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC² and as detailed in the specific privacy statement published at ePRAG.

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² OJ L 205 of 21.11.2018, p. 39



ANNEX I:
GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR
EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE
EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these general conditions are laid down in the "Glossary of terms", Annex A I a to the practical guide, which forms an integral part of the contract.

ARTICLE 2. COMMUNICATIONS

- 2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

ARTICLE 3. ASSIGNMENT

- 3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - (a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.

- 3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 4. SUBCONTRACTING

- 4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.8. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 5. SUPPLY OF INFORMATION

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.

ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract,

including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

- 7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 8. CODE OF CONDUCT

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

- 8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.
- 8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

ARTICLE 9. CONFLICT OF INTEREST

- 9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.
- 9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.
- 9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.
- 9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.
- 9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

ARTICLE 10. ADMINISTRATIVE SANCTIONS

- 10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract

or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 11. SPECIFICATIONS AND DESIGNS

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

ARTICLE 12. LIABILITIES

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

13.2. Insurance – general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case

the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
 - i. all medical expenses, including hospital expenses;
 - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
 - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate,

the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.
- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.

- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

NATURE OF THE SERVICES

ARTICLE 15. THE SCOPE OF THE SERVICES

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

ARTICLE 16. STAFF

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
- (a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
 - (b) inform the project manager of the date of arrival and departure of each member of staff;

- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

ARTICLE 17. REPLACEMENT OF STAFF

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
- (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

ARTICLE 18. TRAINEES

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

- 18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.
- 18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

PERFORMANCE OF THE CONTRACT

ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS

- 19.1. The special conditions fix the date on which implementation of the tasks is to commence.
- 19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.
- 19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:
- (a) terminate the contract, and;
 - (b) enter into a contract with a third party to complete the services, at the contractor's cost.

ARTICLE 20. AMENDMENT TO THE CONTRACT

- 20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
- (a) An addendum for amendment may be requested only during the period of execution of the contract;
 - (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

ARTICLE 21. WORKING HOURS

21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

ARTICLE 22. LEAVE ENTITLEMENT

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

ARTICLE 23. INFORMATION

- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 24. RECORDS

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES

- 25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts,

accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.

25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.

25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

ARTICLE 26. INTERIM AND FINAL REPORTS

26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.

26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.

26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.

26.6. Interim and final progress reports are covered by the provisions of Article 14.

ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 28. EXPENDITURE VERIFICATION

- 28.1. No expenditure verification report is required for global price contracts.
 - 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
 - 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
 - (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
 - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.
- On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.
- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
 - 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

- 1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract

signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without

prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.

29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.

- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 30. FINANCIAL GUARANTEE

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.
- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years,

the financial guarantee shall remain in force until the final payment has been made, and
(ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR

- 31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
- (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
 - (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.
- 31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.
- 31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
- 31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

ARTICLE 32. REVISION OF PRICES

- 32.1. The contract shall be at fixed prices, which shall not be revised.

ARTICLE 33. PAYMENT TO THIRD PARTIES

- 33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.
- 33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION

ARTICLE 34. BREACH OF CONTRACT

- 34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 34.3. Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;
- a) suspension of payments; and/or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 35. SUSPENSION OF THE CONTRACT

- 35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.
- 35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.
- 35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
- a) otherwise provided for in the contract; or
 - b) such suspension is necessary by reason of some breach or default of the contractor; or
 - c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.
- 35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.
- 35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period

of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:

- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
- (b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
- (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- (i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.

- (p) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (c), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

ARTICLE 37. TERMINATION BY THE CONTRACTOR

37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.

37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.

37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

ARTICLE 38. FORCE MAJEURE

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure*, which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of *force majeure* when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the *force majeure* event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39. DECEASE

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the

date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal

39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40. SETTLEMENT OF DISPUTES

40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.

40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41. APPLICABLE LAW

41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

DATA PROTECTION

ARTICLE 42. DATA PROTECTION

42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.
- The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:
- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) likely consequences of the breach;

- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

* * *



بتمويل من الاتحاد الأوروبي
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**WE-RISE! Women's Empowerment for
Resilience, Inclusion, Sustainability and
Environment**

T05-EUTF-HOA-SDN-96-02

ANNEX II: TERMS OF REFERENCE





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1. BACKGROUND INFORMATION

1.1. Partner country

Sudan

1.2. Contracting authority

Italian Agency for Cooperation Development (AICS Khartoum Office)

1.3. Country background

The East Sudan region is among the most affected regions in the Country in terms of socio-economic fragilities as it does register high illiteracy rates, limited access to health care, higher poverty rates compared to other regions, combined with low development indicators concerning the gender dimension. As a way of example, it is worth mentioning the low rates of girls' education, Gender-Based Violence (GBV), early marriage, maternal mortality, and exclusion of women from public spheres, preventing women from gender equality.

Facing rapid demographic changes, the Country witnesses high population growth, being Sudanese population relatively young; in fact, life expectancy rate at birth for male and female is respectively 63.5 and 67.2 years old¹. According to World Bank (2020)², GDP growth has decreased in the last years, being hardly hit and worsened by Covid-19 pandemic and its socio-economic consequences, whereas inflation rate has increased (from 63.3 in 2018 to 163.3 in 2020). Moreover, the international poverty level rate has increased, reaching up to 17.7% in 2020, and it is forecasted to increase to 18.7 in 2021 and 9.5 in 2022.

Given this unsafe and vulnerable context in the Eastern states, AICS Khartoum is currently implementing numerous initiatives converging on women's empowerment, gender equality and social and financial inclusion. **Social inclusion, Capital Development and Protection of Vulnerable Groups within Migrants, Refugees and Host Communities** are the key focus of the ongoing TADMEEN and Bridging the Gap II projects which are supporting assessment and capacity building initiatives to foster linkages and synergies to pave the way for We-Rise future activities in the Eastern states: Red Sea, Kassala, Gedaref and Khartoum.

AICS Khartoum initiatives therefore are based on promoting local development by supporting economic development through the advancement of social and financial inclusion processes with a strong focus on the most vulnerable target niches such as women and youth in some target geographical areas.

Studies conducted in the past, within AICS Programs, guided the feasibility study of this We-Rise, which is making a strong emphasis on the following key areas of work: i) Women's Economic Empowerment (WEE), ii) support to gender equalities, iii) improvement of women skills, iv) creation of safety nets to ensure adequate access to welfare services for the most vulnerable people, v) reduction of women gap literacy for increasing their access to market labour.

¹ <http://hdr.undp.org/en/countries/profiles/SDN>

² <https://pubdocs.worldbank.org/en/375291492188168999/mpo-sdn.pdf>





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1.4. Current situation in the sector

Women empowerment is strongly linked with entrepreneurship enhancement, access to finance and with the use of tailored financial and non-financial products needed for boosting economic growth and poverty reduction.

The most relevant gender barriers to women financial inclusion are mainly lack of formal identification, poor mobility due to isolation of some areas jointly with and shortage of means of transportation, assets and collaterals deficiency, lack of bargaining power, low financial literacy skills. On the offer side, the main barriers are mainly related to inadequate offer, scarcity of distribution channels, and dedicated policies. Within this framework **savings represent** an asset for facing shocks and/or avoiding income reduction, as well as for investments, educational, health or consumption purposes according to women's needs. Improving women's financial capabilities and increasing their access to finance are important steps for improving women empowerment.

In order to improve women's role in society it is crucial to grant them **access to finance**. This task is even more challenging in the Sudanese environment, where the financial inclusion sector still lacks of coordination, financial and capacity building support. Adult population has a very low level of access to finance (in 2014 only 15.3% of the adults – and only 9.9% of the women – had a financial account at a formal financial institution according to last available data from World Bank) and the widespread **savings culture is mainly linked to informal and traditional schemes** (e.g. *sundug*, saving groups and livestock). Just a minor part of the adult population saved at a financial institution (9% in urban areas vs. 6% in rural areas). Borrowing purposes for starting or expanding a farm or a business is limited (from 4% for the poorest, to 9% for the richest)³; moreover, 22% of the male and 18% of the female population borrowed for medical purposes.

The main regulation authority is the **Central Bank of Sudan (CBOS)**, which oversees the financial sector operating under Islamic finance method. Financial market in the country is mainly served by 37 banks (four state owned) requested by the current banking regulations to allocate a minimum of 12% of their portfolio to microfinance products. The microfinance sector in Sudan is relatively young, it emerged in the mid-1990 and is characterized by a great number of Microfinance Institutions (MFIs) working in the different Sudanese States – although most of the MFIs are mainly concentrated in Khartoum State – and serving a small portion of the population.

Before the recent putsch, of which the consequences are still not clear, Microfinance has been one of the key pillars of the CBOS recent policy⁴: given the high potential of this tool for promoting social development and poverty reduction, a great investment should be made to reinforce the sector according to best practices and untapped potential within the Country. Nowadays it is still challenging for MFIs to be financed by the banks given their low capitalization level coupled with the high-risk profile of the most vulnerable clients.

A Sudanese Microfinance Apex institution, founded in 2008 and owned by the Central Bank of Sudan (CBOS, 99%) and by the Ministry of Finance and Economic Planning (1%, MOFEP) provides financial (loans and funding) and non-financial (training) support to microfinance service providers, according to the identified needs. Moreover, a Governmental Microfinance Guarantee Agency has the objective to support the microfinance sector by seizing microfinance funds not used by the Banks and to channel it into MFIs jointly with a guarantee scheme.

1.5. Related programmes and other donor activities

³ Source: World Bank, Global Findex (<http://datatopics.worldbank.org/financialinclusion/>)

⁴ CBOS_58th Annual Report 2018



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AICS Khartoum works in a broader ecosystem where different initiatives and programs are in place by different international Agencies in order to fill the gender inequality gap, and to enhance the women's economic empowerment:

- UN Women promotes i) programs that facilitate the participation of women in decision making at all levels, ii) programs that fight against GBV and support survivors women, iii) programs that foster the adoption of national and local initiatives adopting strategies for fighting gender inequality;
- UNIDO supports the start-ups of agro-food businesses – with focus on youth and women – and smallholder farmers in the Kassala State by providing a set of financial and non-financial services through local training and financial institutions.
- European Union (EU) focuses on vulnerable populations, agriculture and economic empowerment.

The present initiative will be framed in this context and will liaise and collaborate in the best and most effective way with the ongoing programs/projects.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the project of which this contract will be a part is as follows:

- ***To create a conducive environment for the economic empowerment of women and other socially excluded groups, living in the most vulnerable situations in Kassala, Gedaref and Red Sea States.***

The Program, jointly implemented by AICS and UN Women, is part of the special allocation 2019-2020 channelled under the European Union Emergency Trust Fund for stability, and addressing root causes of irregular migration and displaced persons in Africa (EUTF) to support the democratic transition in Sudan..

2.2. Purpose and objectives

The purpose of this contract is as follow to create a more inclusive financial and market system to support productivity and favour women's access to the formal economic sector.

More specifically, it aims at giving access to women and vulnerable people to tailored non-financial and financial services, in order to enhance their entrepreneurship competences, reduce their vulnerability at facing economical and health issues, and support the development of their business activities.

This goal will be achieved thanks to four (4) different main objectives:

1/ Ensure women's and vulnerable people access to tailored non-financial services, aiming at facilitating their empowerment and decreasing their vulnerability.

Particularly relevant is the attention to non-financial services, which will play a key role in enhancing beneficiaries' capacity at facing shocks, planning family budgets and investing in their business. The increased awareness and competencies of the target groups will ensure a long-term impact. The non-financial services should cover specific business management subjects and financial literacy topics, but they should also include more general themes, linked to family expenses plans, education, health and gender equality.





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2/ Increase women's income generation capacity through the access to tailored financial services

Income generation remains very limited and precarious among the target segments, especially due to their limited investment capacities. The project will ensure the development of tailored, easy to access financial services (savings and loan products) aiming at activating and increasing the income development capacity of the final beneficiaries. Considering the high level of vulnerability of a large part of the potential target groups, the project should mainly focus on mechanisms to increase saving capacity and by consequence business capitalization. Potential loan products should be designed as additional business development instruments for less poor target groups. To facilitate the adoption of the developed services, their design and distribution should take into consideration and leverage on the traditional saving/loan systems already in place such as savings groups and sunduk.

3/ Reduce women vulnerability while facing health problem

As shown by previous research, health expenditures are one of the main expenses that women have to face. They represent a real danger to long-term business prosperity and they are among the main reasons for business decapitalisation. For this reason, the development of health financial services, aiming at facilitating the access to additional funds for medical purposes, is part of the project's main objective. Due to the almost non-existent insurance sector in the country, these services will probably take the form of solidarity funds developed on a community basis.

4/Ensure the project's institutionalisation and long-term impact on women empowerment

AICS and UNWomen aim, with this program, at achieving long-term lasting impact on the targeted community and segments, by consequence, its institutionalisation is key. In order to reach this goal a multi-stakeholder governance, allowing flexible and effective funds management, has to be defined, together with a long-term strategy for the program institutionalisation. The first step, towards this objective, is to deposit and channel, to an intermediary fund management institution/public entity, the funds made available to finance the non-financial and financial services developed under the framework of this initiative.

To achieve these objectives, an international firm, with the necessary and adequate technical expertise and proven experience on supporting financial sector development in Low-income Developing Countries (LDCs) will be selected.

2.3. Results to be achieved by the contractor

The contractor will play a key role in the achievement of the four objectives described in the previous chapter. More specifically the expected outputs/results to be achieved under this contract are:

1. *Reinforce women's and other excluded groups' business skills and financial literacy level, ensuring the development and distribution of non-financial services to 18 000 people, of which at least 85% of women (objective 1.)*
2. *Increase women and excluded people resilience, ensuring the development and distribution of non-financial services concerning family plan and budget, education, health and gender equality (objectives 1 and 3)*
3. *Increase women's and excluded people's saving and investment capacity, ensuring access to financial services (saving and/or loan products) to women, based on their level of vulnerability and type of business. (objective 2)*
4. *Create a sustainable mechanism to foster women's access to basic health services. (objective 3)*
5. *Establish a multi stakeholder and flexible program structure and governance, ensuring fast and effective fund allocation and project's institutionalisation in the long term. (objective 4)*



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3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

The scope of the contract and its realisation is based on the following assumptions:

- Readiness of the Regulatory framework to support pilot innovative initiatives in the three target areas.
- Restoration of political stability, after the recent putsch.
- Continued interest of the stakeholders facilitating an enabling environment for the implementation of the project.
- In order to jointly contribute to fill the gender gap and access to finance, a coordination is possible among the different ongoing initiatives
- The initiatives are promoted and supported by international, national, regional institutions in Sudan (ministries, cooperation agencies, UN Agencies, other relevant stakeholders).
- Target groups are willing and able to take part in the implemented initiatives.
- Creation of a more inclusive financial ecosystem ready to support the strengthening of the market and the possibility for economic activities to grow and consolidate, through better access to financial services.
- Cultural, religious and gender differences and barriers can be mitigated.

All potential external impact on the assumptions could determine a change in the project overall outcome and it should be taken into consideration by the contractor while formulating its offer.



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3.2. Risks

Considering the context described in chapter 1, the project will be exposed to different potential risk, such as:

- Limitation of autonomy and mobility for women because of restrictive socio-cultural norms and traditions.
- Government instability, due to recent events and difficulties in the restoration of a strong political regime.
- Changes in the political environment determine a change in the capacity and wiliness of the different stakeholder of continuing the program.
- Due to the instauration of a new political regime, several donors and international agencies will exit or reorient their action in the country.
- Spread of Covid-19 pandemic causing lockdowns and/or travel restrictions within countries, and increase of infection rates.
- Markets may be not women-friendly, not considering women's needs, roles, workloads, distances from their home.
- Implementation is delayed or prevented due to conflict and the security situation does not allow staff to visit project areas.
- Internet are electricity are cut from the Government all over Sudan.

The contractor in its proposal should present a specific mitigation approach, for those risks.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The hereby-presented project responds to the goal of **“enhance access of young women living in vulnerable situations to a more inclusive market system”**. The initiative will approach the beneficiaries identified and classified within different ranges of intervention according to their financial and economic capabilities among other factors.

The envisaged mechanism foresees that the funds, made available to finance the financial and non-financial products' portfolio promoted by the project, will be deposited and channelled to the intermediary financial institutions and business development services providers (BDS), and, ultimately, to the final beneficiaries, through a technical fund manager. The fund manager is a public institution entitled by the WE-Rise Steering Committee through its Fund Advisory Board (FAB), whose composition will be defining together with the program governance and structure. The fund manager will act as technical arm of the FAB and be responsible for the allocation the project funds to the intermediaries and finally to the beneficiaries.

The contracted entity will work in close coordination with the FAB and will backstop the fund manager by providing all the technical assistance needed to conduct the work. As part of the assignment, the contracted



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entity will support the FAB in the setting up of target groups, design of financial and non-financial products, definition of eligibility criteria, technical procedures as well as delivery mechanism to transfer the funds from the fund manager to the intermediary financial institutions/BDS and, ultimately, to the project's beneficiaries in all the target locations.

Specific and adapted financial services will be designed in order to enable women in vulnerable situations to have an increased access to economic opportunities through savings groups, *sunduk* schemes, and financial inclusion mechanisms. This will include the launch of new financial services and products if necessary, fitting to needs and expectations of involved stakeholders. One of the focuses will be the support of Income Generating Activities (IGAs) and/or other business activities supported by local mutualistic schemes (i.e. *sunduk*) or by local financial institutions.

As detailed in chapter 4.2 the assignment will cover and support the achievement of all the four main project objectives.

4.1.2. Geographical area to be covered

The assignment will cover three states: Kassala, Red Sea and Gedaref.

4.1.3. Target groups

The program targets specific vulnerable groups, labour market structures, institutions at federal and state level, civil society organizations and private sectors:

- Women in situations of vulnerability (widowed and divorced children especially);
- Women with disabilities;
- Women with small-scale farms in rural and urban areas;
- Youth at risk in rural and urban areas;
- Internally Displace People (IDPs) and refugees (women affected by conflicts or climate change especially);
- Male farmers in remote rural areas.

4.2. Specific work

With the overall goal of improving access to finance with a specific focus on women and youth, the proposed service contract will cover the following project's phases:

A - Preliminary assessment, program governance and exit strategy definition

B - Financial and non-financial product development

C - Capacity building and project institutionalisation

More specifically for each phase, the activities and results described in the following paragraphs are expected.

PHASE A – Preliminary assessment, program governance and exit strategy definition

Task description

During this phase the service provider should:

1/ Realise a preliminary assessment that will allow to identify the target groups and their needs.

The assessment will:

- present in detail the current situation of the financial inclusion sector in the three states in order to identify the project governance and potential partner institutions: type of institutions, level of maturity, financial stability, financial and non-financial services offered, etc.;



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- identify and suggest a segmentation of the target groups, specifying for each category their level of vulnerability, their needs in terms of capacity development and financial services and current difficulties in accessing those (baseline assessment);
- identify health services needs of the target groups and provide some recommendations for health financial service development.

2/ Develop a proposal for the project governance and structure and an exit strategy

The service provider should elaborate a detail mapping of the existing similar initiatives, the financial and technical intermediary institutions promoting financial inclusion activities and capacity building initiatives, in order to:

- identify, evaluate and select potential financial and non-financial partners that will be responsible for realise the field activities;
- develop specific options for the project structure and governance, with a specific focus on the Fund Manager role and responsibilities and the FAB composition;
- identify a project exit strategy for AICS after the project competition, ensuring that the capacity building programs and financial services developed will continue to exist also afterwards.

These activities will be built on the validation of literature review from previous programs and projects, implemented in the concerned areas on financing schemes, as well as consultation with key authorities, including the We Rise Steering Committee.

Expected deliverable

The service provider should be able to provide:

- A detailed report of the preliminary assessment, presenting a map of the financial inclusion sector, a description of the suggested segmentation of the target groups and a gap analysis concerning financial and non-financial services provision.
- A List of potential financial and non-financial (technical) institutions that could be selected for promoting field activities.
- Proposal of project governance, structure, exit strategy, with a specific definition of the Fund Manager role and FAB composition.

PHASE B - Financial and non-financial products development

Task description

Based on the market study findings and the target group segmentation, the service provider is in charge to support the partner institutions in developing financial and non-financial services.

More precisely the contractor should ensure the services design and provide specific rollout strategy and plans for each of the:

- *Non-financial services*, intended as inclusive, accessible and gender-sensitive training, capacity building and coaching, including financial education and basic accounting principles.



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- *Financial services*, which may include guarantees, loans, grant-based products, saving products and/or a combination of these products based on the assessed needs.
- *Health financial mechanisms*, intended as community based service able to increase the beneficiaries' capacity to face health related expenses.

These activities will be realised in coordination with the FAB and the fund manager.

Expected deliverable

The service provider should be able to provide:

- A catalogue of the developed services
- Specific roll-out strategy and plan for each service and institution

PHASE C - Capacity building

Task description

In order to ensure the achievement of the project purpose and its institutionalisation, the service provider will support both the Fund Manager and the partner institutions involved in the services provision, in building the needed skills for the program success.

More precisely the contractor should:

A/ Provide a capacity building technical assistance to the FAB and its fund manager on:

- Establishing a clear program governance scheme and communication flow among project partners and stakeholders.
- Establishing proper tendering procedures, to select intermediary financial and technical institutions, funded by the project and that will be in charge of the services' provision to the end beneficiaries (savings groups, cooperatives and entrepreneurs). Tendering procedures including process for the applications assessment and the definition of clear eligibility and assessment criteria, for the selection of the intermediary institutions and the final beneficiaries, should be developed with the fund manager and FAB.
- Establishing technical procedures concerning the management of financial disbursements and formalisation of the relationship with the intermediary financial and technical institutions.
- Setting up an M&E framework and KPIs system, to register the progress and results achieved by the project, and to monitor, report and supervise the overall project portfolio.
- Developing training material for the fund manager staff, concerning the different established processes and procedures and realising needed training.

B/ Provide a capacity building technical assistance to financial and technical institution in charge of the services delivery on:

- Establishing a clear organisation to ensure service delivery and project monitoring.
- Establishing process and procedure for service delivery.
- Increasing institutions' credit risk management capacity, reviewing existing risk management tools, process and procedures.
- Setting up an M&E framework (process, procedures and tools) and KPIs system to register the progress and results, and monitor the participation of each institution to the project goal.



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- Development of training programs and materials for the partner institutions' staff, covering both technical and soft skills linked to the service provision, such as: communication skills, training skills, risk management skills, etc. To ensure long-term capacity building, the service provider should train a group of internal trainers that will master both the content and training methodology developed.

Expected deliverable

The service provider should be able to provide:

- Manual of procedure of the FAB's fund manager
- M&E KPI list and framework
- Manual of the M&E process and procedure
- Training material for the Fund Manager
- Manual of process and procedures for the services' provision
- Guide for enhance credit risk assessment and management
- A template for the project report for the partner institutions
- A training program and materials for the partner institutions

The Consultant should ensure the sustainability and dissemination of project results in compliance with Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project.

(See https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en.)

4.3. Project management

4.3.1. Responsible body

The contracting authority responsible for the assignment will be AICS Khartoum, and its responsibilities include the selection of the most appropriate and suitable organization for conducting the work, as well as the management of the contract. AICS Khartoum will provide the Consultant administrative and logistic support throughout the whole assignment execution. It will join the Consultant on the field, and will assist to the implementation of the activities whenever it is possible.

4.3.2. Management structure

The Consultant will work in close collaboration with the Client, AICS Khartoum, and will describe the management structure, i.e. management unit and linkages with the WE-Rise Steering Committee (if needed), for the whole duration of the assignment, specifying roles and responsibilities in each task.

5. LOGISTICS AND TIMING

5.1. Location



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The project will take place in Kassala, Red Sea and Gedaref states. The experts will be based in Khartoum or the States according to security situation and project needs.

5.2. Start date & period of implementation of tasks

The intended start date is April 2022 and the period of implementation of the contract will be 22 months from this date. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Key experts

The team should balance professional experience, language skills, geographical experience and gender, being able to ensure the best quality throughout the whole assignment. National staff should be employed, too. In order to engage successfully with all concerned internal and external stakeholders, the experts must embed management and interpersonal skills. The team should have both competencies and knowledge on technical issues, i.e. financial inclusion and inclusive financial systems, as well as socioeconomic issues, i.e. being familiar with the country and community.

Key experts are defined and they must submit CVs and signed statements of exclusivity and availability. CVs must be submitted along with the technical proposal and should not exceed 3 pages.

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

- **Key Expert 1:** Project Manager
- **Key Expert 2:** Financial Inclusion Senior Expert

Other Non-Key Experts (NKE) may be foreseen in the implementation of the project according to specific activities and/or tasks.

Key expert 1: Project Manager/ Team leader

Qualifications and skills

Advanced university degree or B.A/BS.C in Economics, Business Administration Banking & Finance or any other relevant subject or other relevant discipline with a specialization in Finance.

Very good conceptual and writing skills.

Fluency in written and spoken English is required.

Professional experience



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The Project Manager/ Team leader must demonstrate a minimum of 10 years, preferably 20 years' experience in the field of rural microfinance, women empowerment, financial inclusion and Islamic finance, including experience at the international level involving technical cooperation in developing countries, especially the Sub-Saharan Africa and MENA region. The following specific experiences are required:

- Experience in the management and set-up of financial and micro-financial services for international development projects/programmes.
- Experience within the UN system, Donors community in Sudan or similar countries in the MENA region or in sub-Saharan Africa.
- Knowledge of the international development agenda and strategic issues on women economic empowerment and sustainable livelihoods.
- Exposure to the needs, conditions and problems in developing countries.

Key expert 2: Financial Inclusion Senior Expert

Qualifications and skills

Advanced university degree or B.A/BS.C in, Technical Cooperation, Political Sciences, Sociology, Economics, or any other relevant subject or other relevant discipline with a specialization in financial inclusion.

Very good conceptual and writing skills.

Fluency in written and spoken English is required.

Professional experience

The Financial Inclusion Senior Expert must demonstrate preferably 15 years, but a minimum of 8 years' experience in the field of rural microfinance, financial inclusion and Islamic finance, including experience at the international level involving technical cooperation in developing countries especially the MENA and Sub-Saharan Africa.

- Experience in the management and set-up of Islamic financial and micro-financial services for international development projects/programmes with focus on women empowerment.
- Experience in credit risk management.
- Experience in implementing capacity-building programs and adult training.
- Knowledge of the international development agenda and strategic issues on women economic empowerment and sustainable livelihoods.
- Exposure to the needs, conditions and problems in developing countries.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

6.1.2. Other experts, support staff & backstopping

Additional non-key experts shall include profiles with experience in administrative, monitoring and evaluation (M&E) as well as capacity building areas.

CVs for experts other than the key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to



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select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contracting authority.

6.3. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

It is responsible for providing correct living facilities in the country and during all the missions.

6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract, which is to be acquired by the partner country, must be purchased by means of a separate supply tender procedure.

7. REPORTS

7.1. Reporting requirements

The contractor will submit the following reports in English in one original and one copies, and an additional digital copy has to be addressed at the project manager at AICS.

- **Inception Report** of maximum 12 pages to be produced after two weeks from the start of implementation. In the report, the contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme, staff travel, work plan, staff organogram, draft baseline M&E framework as well as list of selected KPIs. The contractor should proceed with his/her work unless the contracting authority sends comments on the inception report.
- **Two Progress Reports (covering the first 6 months and the first 13 months of activities):** They will be presented every six months and at the end of each year of implementation. The interim report shall include regular update of the baseline M&E framework as well as list of selected KPIs. These reports shall be submitted no later than 30 days after the end of the period covered by the report.
- **Draft final report** of maximum 25 pages (main text, excluding annexes) in the format provided by the Client. This report will contain: i) Executive Summary; ii) Background; iii) Concrete results of the program: objectives, outcomes, results, activities, iv.) end line M&E framework and selected KPIs iv) Information on main difficulties and obstacles encountered during the execution of the contract; v) information on budget. This report shall be submitted no later than one month before the end of the period of implementation of tasks.
- **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 30 days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the



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different options to support an informed decision on allocation of remaining funds (if any), exit strategies and handover to the concerned public authorities. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

These reports come in addition to the deliverable presented in chapter 4.

7.2. Submission and approval of reports

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

Based on the Theory of Change of the program, the Consultant is expected to set and develop a Monitoring and Evaluation system based on Key Performance Indicators (KPIs) such as (non-exhaustive list):

- # of direct beneficiaries reached through financial and non-financial services
- % of women led economic activities in target areas
- % of women groups or association promoting savings and income generating activities
- # of MFIs providing generic and tailored services to women's groups and associations
- % of beneficiaries with invested capital
- % beneficiaries accessing inclusive financial tools
- # of families benefiting of non-financial tools
- # of Technical Assistance deployed to key stakeholders
- # of inclusive MFIs agreement for women entrepreneurship initiatives
- # of women with disabilities with enhanced access to decent working conditions related to their specific needs

The Consultant is expected to develop a data collection and analysis to be performed at least at the beginning (baseline) and at the end of the assignment (end line). Interim reports and analyses may be sought in order to monitor the progression and evolution of the project in line with the program's objectives.

For effective measurement of progression, the service provider is asked to collect both qualitative and quantitative data, and to demonstrate and explain the methodologies used to select the sample, to analyse the data, to make them available for the public, and to report the analysed data.

The service provider is also asked to define human resources that will be engaged with M&E.

FINANCIAL INCLUSION SCHEME ESTABLISHMENT

ANNEX III: ORGANISATION & METHODOLOGY
JANUARY 2022



ANNEX III: ORGANISATION & METHODOLOGY

1. Rationale

Concerning the mission objectives and the expected results, the Terms of Reference (TORs) are clear and fully understood. The focus of the assignment is **to contribute to the creation of a conducive environment for the economic empowerment of women and other socially excluded groups, living in the most vulnerable situations in Kassala, Gedaref and the Red Sea States**. An overview of the current situation in the sector of access to finance and social inclusion is clearly presented in the Terms of Reference. It highlights how lack of services, financial exclusion and gender barriers prevent entrepreneurship and therefore social and economic development.

The Consultant strongly appreciates the completeness of the TORs and suggests only a limited number of observations:

- The recommended plan in the ToR spreads over a 22-months period of technical assistance to be provided to local stakeholders, allowing the parties to achieve the objectives of the project. The timetable is drafted accordingly, and it is based on the experience of the Consultant in conducting such assignments. However, adjustments might be foreseen in the upcoming months and adapted to the 'actual' situation on the field, considering its vulnerability and its constant changing,
- Given the Consultant's knowledge and expertise on financial inclusion and experiences gained worldwide, innovative schemes on access to finance will be suggested for the different targets of beneficiaries; the schemes will be identified by considering the overall ecosystem at Federal and State levels according to sustainable governance. The project implementation will focus on a field baseline assessment in targeted States, both for the 'access to finance' demand and offer sides. A strong focus will be on 'access to health'-to link issues of financial and social inclusion and access to basic services. Full collaboration with AICS and involved stakeholders will be fundamental for a rapid implementation of this preparatory work needed for the following operational phase and useful for defining a baseline and identifying a set of indicators related to the M&E activities,
- Key activities to be provided by the Consultant are the following: technical assistance, capacity building and, training. According to the purpose of the assignment and expected results, the Consultant will mainly focus its intervention on technical assistance to local financial institutions, saving groups and technical and non-technical organizations in charge of the services delivery. The Consultant will also support the process for identifying the Fund Manager, the Financial Institutions and the non-financial Institutions and will provide all the needed support to improve their capacities and contribute to the operationalization of the innovative financial schemes,
- The suggested approach strongly focuses on the needs of the most vulnerable groups. The continuous analysis of data and key performance indicators – disaggregated per gender and age – will strongly contribute to addressing the most relevant needs and monitor progresses against the progression of time,

- In the Technical Proposal, Approach and Methodology, the Consultant has highlighted the specific tasks to be implemented for achieving the expected outputs and related outcomes; the project design is based on the three phases (A, B and C) outlined in the TORs,
- The expected starting date is the beginning of April 2022. The completion of the assignment is scheduled for the end of January 2024. A work plan is included in this proposal (Section 5). Depending on the necessities of AICS Khartoum, the requirements of the project and of the political and economic situation, the Consultant will show flexibility in changing the activities planning,
- Experienced in-house staff will be involved in the project work; senior Key Experts will dedicate relevant time to project implementation so that they can promote a knowledge transfer process through field missions, workshops, training, and direct meetings during short field missions, with the team working at field level,
- During a kick-off meeting as well as regular consultations with stakeholders and partners, the Consultant will present the most relevant achievements and will keep the stakeholders informed about project progresses,
- In terms of material resources, if possible, the Consultant would require adequate office space in the Red Sea, Gedaref and Kassala state for junior officers, to effectively create and enhance all the needed synergies with the We-Rise! Program. In addition, access to Internet, printing facilities and other general office services would be highly valuable. The consultants will work with their laptops.
- In addition to the requested profiles of two Key Experts, the Consultant suggests the profile of additional Non-Key Experts to complement the key staff; a brief summary of competencies and experiences of the non-key experts and backstopping personnel is provided in the section "inputs and outputs".

* *An explanation of the risks and assumptions affecting the execution of the contract*

The critical assumptions for the success of the Technical Assistance are:

Political and economic stability and safety

Sudan is a country with great opportunities for social and financial innovation, although the Country finds itself to be in a situation of continuous evolution. Social, economic, and environmental challenges are numerous, and they can be faced if a minimum of political and economic stability is guaranteed. Recent political changes, and mass mobilization of the Sudanese society, jointly with the outbreak of the Covid-19 pandemic, generate a framework of relative and overall uncertainty in which new ways of financial and social inclusion must be identified and promoted.

The project can be effectively implemented if political stability is guaranteed and there is no escalation of conflicts within the country and the neighbouring region. However, demonstrations, even of a peaceful nature, may partially slow down the execution of project activities but give new impetus to the democratic development of the country by encouraging the participation of civil society. For enabling the smooth running of the project implementation, it will be important to keep the channel of communication and coordination open with all the actors involved, paying close attention to the federal structure. A strong and effective collaboration among all the key actors involved in the management of the program should be promoted at all levels from central ministerial structures to local reference structures and project bodies such as We Rise Steering

committee, We Rise! Management at AICS Khartoum, Fund Manager and Fund Advisory Board, UN Women and all financial and non-financial institutions involved.

No movement limitations among the areas targeted by the intervention

Mobility restrictions between States may occur due to political instability or pandemic escalation. For this reason, a more solid presence on the ground is proposed, including junior experts. Despite not having a key expert profile, they will guarantee work on-the-field, and its coordination according to the indications of the project manager and the entire team.

Support of the local authorities at the Federal and State levels to the project activities

The Consultant will continuously monitor risks and likely changes in the operating environment, in close consultation with AICS Khartoum. It will follow an adaptive management approach to flexibly and timely adjust its intervention to achieve the expected objectives and results despite the changing environment. Communication with local authorities should be sought and guaranteed. In addition, the link between authorities from the Federal Level to the State Level of the target states should be promoted.

A risk analysis is presented below.

RISK	RISK LEVEL	MITIGATION MEASURE
Government Instability, due to recent events and difficulties in the restoration of a strong political regime	High	<p>The Consultant will:</p> <ul style="list-style-type: none"> constantly monitor the situation in Sudan in coordination with AICS staff and local partners train the staff on the field about security measures put in practice all the risk mitigation measures priorly assessed and prioritized register on the website www.dovesiamonellmondo.it the staff on the field (website of Italian Ministry of Foreign Affairs)
Changes in the political environment determine a change in the capacity and willingness of the different stakeholders of continuing the program	High	Good communication will facilitate the promotion of the project and its benefit at Federal and State Level. AICS has been working in the country for more than 20 years and it has established strong partnerships with local and international key stakeholders. Consultative and technical meetings (e.g., steering committee) are foreseen throughout the project to constantly monitor the capacity and willingness of all the involved stakeholders to participate in the project and prevent any damage produced by their change of priorities or unexpected withdrawal.
Due to the instauration of a new political regime, several donors and international agencies will exit or reorient their actions in the country	High	All the involved stakeholders can count on consolidated relationships with national and international organizations operating in Sudan. The WE-RISE! Steering Committee will update at any moment, changes in the action or in the presence of the international donors and agencies that were involved in project activities to design suitable mitigation strategies.
Spread of Covid-19 pandemic causing lockdowns and/or travel	Medium	The Consultant will implement all the recommended best practices to prevent Covid-19 spread (use of masks, social distancing, sanitization of spaces). Given the unpredictability

restrictions within countries and increases infection rates.		of the current pandemic, the Consultant will maintain a certain flexibility and, when necessary, reschedule activities and travels.
Limitation of autonomy and mobility for women because of restrictive socio-cultural norms and traditions	High	The Consultant will manage the logistics of the field activities by considering the difficulty for women to move. Local partners will play the intermediary role between Project Management and targeted communities and beneficiaries.
Financial markets may be not women-friendly, not considering women's needs, roles, workloads, distances from their home	High	The action is planned in a participatory manner and the target beneficiaries are actively involved. The project includes activities at Institutional and Policy level to promote and spread women economic empowerment. The project also provides capacity building programs at the level of both target communities and beneficiaries on gender equality. A gender-lens approach will be adopted, to combine financial inclusion and gender perspective in supporting women and other vulnerable groups.
Implementation is delayed or prevented due to conflict and the security situation does not allow staff to visit project areas	Medium	Potential project adjustments (in agreement with AICS) in case of deteriorating economic, social and/or political conditions can be foreseen. AICS Khartoum can count on local offices to provide the needed support for the on-field planned activities. The Consultant shows a certain degree of flexibility in reorganizing and reorienting the work according to the situation and will constantly monitor the situation to prevent needs.
Internet and electricity cuts all over Sudan. Fuel shortages prevent movements.	High	Local AICS facilities can count on electricity generators and a satellite internet connection that can compensate for temporary cuts in electricity and internet connection. Field activities should be organised according to the objective possibilities of movement and the situation should be constantly monitored.
All stakeholders do not fully understand procedures related to the functioning and management of the financial inclusion scheme.	Low	The procedures are clear and explained in detail to the whole partnership. The elaboration of outlines facilitates the understanding of the whole mechanism and communication, and technical assistance work accompanies the whole process with a view to the sustainability and effectiveness of the governance mechanism. Strong coordination with AICS will be key.
Procedures related to the delivery of financial and non-financial services are not fully understood by the technical, non-technical and financial institutions.	Low	The procedures related to the service delivery will be built based on needs and characteristics highlighted during the offer side assessment. All key actors involved in the service delivery will receive constant support during the implementation of the activities.



2. Strategy

The proposed strategy and approach are based on the following principles and key elements:

- **Process Approach.** The intervention should focus on the **whole ecosystem** of financial and social inclusion. It should go beyond the project logic to develop innovative ways of work in favour of the most vulnerable niches of the population while enhancing local actors and financial inclusion operators to improve local skills at different levels. The different activities will be carried out in parallel to simultaneously work on all the main project's axes and levels (governance, products and services, capacity building).
- **An agreed strategy.** The Consultant stresses the importance of developing, sharing and validating an intervention strategy before starting the work on product development and the support for the selection of financial partner institutions and non-financial providers. Key topics to be fully understood at the Steering Committee level and by relevant partners are mainly focusing on the following: i) the need to provide suitable financial products based on targeted populations' segmentation; ii) the need to have an adequate allocation of human and economic resources between financial and non-financial services providers; iii) the construction of a solid partnership with the financial Institutions for leveraging already available credit resources with an adequate risk management culture; iv) the need to allocate project funds and embed training and capacity activities building to support the overall process. The elaboration of the financial and non-financial services package will be consequent to the definition of these strategic guidelines that are considered fundamental for the correct management of the activities relative to the general governance of the project.
- In the start-up phase of the project, the team will focus on structuring the **implementation mechanism and procedures** of the Fund, which is the core element of the programme. The path focuses on the **design of a financial scheme** for the financial inclusion of the most vulnerable groups according to a rationale that starting from the management of the We-Rise! fund by a Fund Manager will allow to draft the offer according to the target groups and institutions present in the different territories. In addition, Key Performance Indicators (KPIs) will be developed to analyse the main trends of the fund and make improvements where necessary.
- **Innovation and valorisation of traditional assets.** The innovation of the proposed access to finance strategy lies mainly in how the financial Instruments and schemes will be tailored to respond to people's needs. Therefore, much attention will be given to traditional savings and credit schemes and their linkage with existing financial products and new products to be designed according to identified needs. In addition, the process will focus on reinforcing a savings culture through the support and improvement of new and existing *Sunduq* and savings groups.
- **Leverage.** The We-Rise! program has a fund that will be used to Implement financial schemes at the State level according to previously identified needs and opportunities and in partnership with Identified financial and non-financial institutions. The objective is to make the financial scheme permanent and sustainable and thus to channel other resources complementing the existing ones.

- **Gender mainstreaming.** A gender perspective will be adopted as a key implementation driver and will be included in the design of TA initiatives, in strong coordination with the other components of the We-Rise! Program. The Consultant considers Women Economic Empowerment both as an outcome and a component of the working process. For this reason, the conceptual framework will systematically consider and apply gender mainstreaming during the following main phases:
- 1) Baseline and preliminary assessments: the analysis will be conducted by adopting a gender lens approach. It will be performed for both the demand and offer sides. As a preliminary step for defining the project baseline and identifying the key elements that will drive financial and non-financial products design. Data collection and analysis will be implemented, among others, through i) an analysis of women barriers to financial inclusion, ii) data disaggregation and iii) adoption of specific tools such as women-only focus groups and/or selected questions in interviews.
 - 2) Strategic planning: the Consultant has used general and context-specific rooted causes of inequality as assumptions during the definition of the general strategy of this proposal. The strategy will be updated and improved according to the main findings from the preliminary assessments, the on-field missions and consultative and technical meetings with all the involved stakeholders.
 - 3) Implementation: outcomes, outputs and activities have been designed to meet the different needs and vulnerabilities based on the gender analysis during the implementation of the strategy.
 - 4) Redaction of an M&E framework and KPI list: the Consultant will identify a set of indicators to monitor, measure and evaluate the incurred changes at individual, household and community levels as a result of the implementation of the program, with a focus on women economic empowerment through access to financial and non-financial services.
- **Disability mainstreaming.** The Consultant considers disability mainstreaming as a fundamental element for guaranteeing an inclusive and effective financial inclusion strategy. People with disability represent a niche of individuals who are not adequately served with appropriate products and acutely socially and financially excluded. The general strategy will mainstream disability in two ways: on the one side, it will integrate barriers and obstacles preventing the full participation of persons with disabilities in the economic and social life of their communities, at all stages and on the other side, it will support specific actions for guaranteeing the participation of people with disabilities in the foreseen activities and to ensure that they can benefit in the medium-long run from the obtained results.
- **Target Segmentation.** The general strategy will be based on a target segmentation by considering different levels of vulnerability within the whole cluster of final beneficiaries. This step will ensure the identification and organization of meaningful subgroups to better prioritize and meet the various needs and characteristics. At the same time, it will allow the Consultant to plan and implement different strategies for different groups within the target population. More in detail, the Consultant proposes a segmentation based on different poverty levels whose components will be identified and weighted by considering the multidimensionality of the 'poverty' concept. Furthermore, the target segmentation will imply



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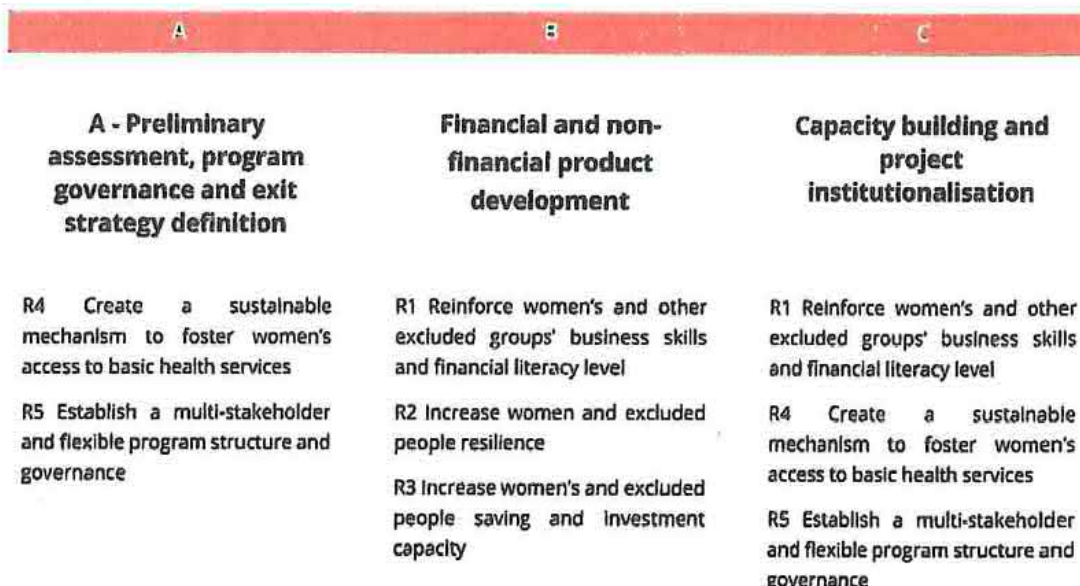
the need to have data disaggregated by, among others, gender, age, working situation and area of residence.

- **Involvement of most relevant stakeholders.** Stakeholders will be involved and informed to make 'access to finance' within the framework of the We Rise! an opportunity and an innovative instrument capable of responding to the needs of the most vulnerable people. Knowledge transfer mechanisms must be ensured through participation and feedback on the work results to facilitate a process of ownership of the initiative.
- **Flexibility.** The Consultant will adopt a flexible approach to adapt to the ever-changing Covid-19 health situation, favouring face-to-face meetings whenever possible, respecting the rules to prevent the virus spreading, and organising remote meetings when necessary and possible, reducing unnecessary travel the interest of limiting carbon emissions.
- **Vulnerable groups targeted.** Vulnerable people include the following: women in situation of vulnerability (especially widowed and divorced children), women with disabilities, women with small-scale farms in rural and urban areas, youth at risk of poverty in rural and urban areas, internally displaced people (IDPs) and refugees (women affected by conflicts or climate change especially), male farmers in remote rural areas.
- **Tailor-made financial schemes, products, and services.** The design of financial products and services may also consider and include characteristics that meet not only the needs of certain targets, but also the needs of certain types of economic activities (such as rural, food processing activities, health services, etc.).
- **Public-private partnerships (PPP)** to be strengthened, to reinforce and build a conducive financial ecosystem for the development of innovative financial products and services that local institutions can provide. The PPP approach aims also at strengthening the expertise of local stakeholders that will contribute to and implement the financial inclusion strategy in the targeted areas. This represents a key element of the exit strategy as it assures the enhancement of the long-term impact, the ownership by local actors and the sustainability of the projects.
- **Health.** The most vulnerable population's health and accessibility to health services is a priority theme to which the financial inclusion pathway will seek to find answers. As the out-of-pocket expenditures related to illnesses shocks can furtherly contribute to household impoverishment, health and access to basic services will also be addressed in the development of new financial products and services that will integrate the health dimension with financial inclusion practices.
- **Complementarities and synergies.** In addition to the key principles mentioned above, the Consultant will try to establish ways of collaboration and synergies with other Initiatives working on financial and social inclusion of women and other most vulnerable groups promoted both by international and national organizations.
- **Theory of Change.** A first draft of the Theory of Change (ToC) is presented jointly with the LogFrame for having a comprehensive description and illustration on how the desired change is expected to happen through the realization of the different activities. The ToC is aligned with the LogFrame and identifies the desired long-term goals of this TA component within the

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framework of the We-Rise Programme. Inputs, Output, and Outcomes are mapped in the ToC. The ToC will be refined at the beginning of the assignment, and a detailed set of Key Performance Indicators (KPIs) will be identified and monitored.

As indicated in the ToR, three main phases (A, B and C) can be outlined as per the diagram below for the implementation of the activities and each phase is related to project outputs/results. It should be noted that many activities will occur in parallel as they are closely related. Most capacity-building activities will be key for achieving the expected outputs/results.



Key activities (see LogFrame and details provided in 5 below)

- Preliminary Assessment
- Develop a proposal for the project governance and exit strategy
- Develop financial products and non-financial services
- Tendering procedures to select financial and non-financial institutions
- Monitoring and evaluation
- Capacity building and Training

A detailed list of proposed activities, linked to expected results (output) is presented:

Cross-cutting activities

A 0.1: Project Kick-Off

A project kick-off meeting will be organized at the beginning of the assignment, with the Key Experts and Non-Key Experts, the involved staff of AICS Khartoum and the most relevant partners. The scope of the kick-off meeting is to ensure the alignment of TA objectives and expectations towards the work of the Consultant. Additionally, the work plan will be presented and possibly revised according to working conditions, considering the political and economic situation, the COVID-19 pandemic, and the above-mentioned risks.

A 0.2: Participation in the We-Rise! Steering Committees and technical meetings

The Consultant will coordinate and implement field activities in full coordination with the We-Rise! overall Program. Key Experts may attend the We-Rise! Steering Committees that



will be periodically organized to provide advice, monitor the correct completion of activities, ensure delivery of project outputs and the achievement of project outcomes. The Committee will ensure the harmonisation and integration between project activities; it will help steer the project, providing input and advice according to needs and identifying potential risks. Potential changes and adjustments to the timeline of the activities will also be discussed during the steering committee, based on an overall analysis of the political and health situation in the target areas. The Consultant will organize and attend technical meetings according to needs and priorities to be addressed

Results 1, 2 and 3 – related to Objectives 1, 2 and 3 of the We-Rise! Program are strongly linked and the main activities and sub-activities listed below and will contribute to the achievement of these three results:

R1: Reinforce women's and other excluded groups' business skills and financial literacy level

R2: Increase women and excluded people resilience

R3: Increase women's and excluded people saving and investment capacity

A 1: Baseline Assessment

A.1.1 Present the working methodology of the assessment to partners and relevant stakeholders

During the kick-off meeting and following coordination meeting with AICS, the Consultant will present the need assessment methodology to partners and key stakeholders. The baseline assessment will be used to gather a solid base of qualitative and quantitative field level data from the three target States. Assessment activities will be streamlined and action-oriented to feed the other activities such as product design and the selection of the different institutions. The assessment is key for having a clear understanding of the actual situation, of needs and priorities to be addressed to improve access to finance and social inclusion for the most vulnerable niches of the population. It will also help map and select those local actors that will provide financial and non-financial services during the implementing phase.

A 1.2 Implement a need assessment on access to finance - demand and offer sides ecosystems in the 3 States

The fieldwork will start according to the defined methodology. It represents one of the key assets of the Consultant, that has a consolidated field experience in similar assignments (the most recent is in Sudan). Qualitative and quantitative data will be collected on the field through interviews and focus groups in the targeted States after an in-depth desk review that will start during the inception phase. Strong coordination with AICS will be essential to capitalize on lessons learned from previous experiences and coordinate logistic support at the field level, with other partners and key staff.

A.1.3 Report drafting of the main findings of assessment in the 3 States

At the end of the data collection phase, a data analysis report is prepared. The report will include, among others i) the target group segmentation based on the need assessment and level of vulnerability ii) a map of the financial system iii) a gap analysis of financial and non-financial service provision.



A.1.4 Presentation of the results of the assessment in the 3 States

The main findings of the baseline assessment will directly feed the actions of the A2 phase. To assure an on-time, effective and smooth running of the overall activities, the Consultant will be able to start the construction of financial and non-financial services before the formalization and presentation of the baseline assessment's main findings in the official report. A workshop will be organized to present and share the main findings of the fieldwork and the baseline assessment. The main objective is to share the analysis of qualitative and quantitative data collected, give visibility to the results of the research phase among the stakeholders involved and share the first set of indicators to be monitored against the progression of time by emphasizing needs and features of the financial context in the three States. Active institutions, stakeholders and local practices will be valorised and, according to selection procedures, will be integrated into the overall financial inclusion scheme. For this purpose, the Consultant will present a list of potential financial and non-financial partners that might be included in the implementation of the service.

A 2 Financial and non-financial products development

A 2.1 Elaboration of a package of inclusive, accessible and gender-sensitive non-financial products for the financial education, coaching and support of business planning of the targeted beneficiaries

The premise for the development of this part of the project requires the development and validation of an intervention strategy capable of responding to key issues such as: i) the identification of financing schemes built on the individual segments of the population, ii) the amount of resources that should be allocated for the different segments of the population, iii) the breakdown of the financial and human resources effort between financial and non-financial services, iv) the construction of a solid and effective partnership with the financial institutions. etc. After defining these key points and the agreement on a shared strategy, the Consultant will proceed to product design and selection of partner institutions according to the key findings of the preliminary assessment. In this framework, non-financial products are key for promoting access to finance by improving the capacities and unlocking the targeted beneficiaries' economic and social growth potentials, with a strong focus on women, youth, and people with disabilities. Most important non-financial products linked to access to finance and social inclusion are related to financial education, saving culture, coaching, business planning and soft skills improvement.

A 2.2 Design of manuals and procedure for the delivery of the non-financial products

The Consultant is responsible for the preparation of manuals and procedures for the delivery of non-financial products. These handbooks are essential for providing the local staff of the identified local organizations with a clear guidance for the smooth running of their foreseen tasks. Furthermore, to guarantee correct implementation by the local organizations in charge of the service delivery, manuals will be drafted both in English and Arabic. Capacity building and training sessions will be organized regularly.

A2.3 Promotion of Training of trainers (ToT) for local organizations in charge of the provision of non-financial products in the three targeted states

To guarantee the correct implementation of the delivery of non-financial services at field level, the Consultant will provide Training of Trainers (ToT) modules to local staff of the involved financial and non-financial local organizations. Two training sessions for partner organisations are planned – with the possibility of providing tailor-made TA according to needs during project implementation. Training material will be prepared and shared with



trained staff. If any change occurs during project implementation, the training material will be revised.

A 2.4 Design of tailor-made financial services

According to the main findings of the assessment and access to finance needs perceived at field level for targeted niches, the Consultant will proceed with the design, test (with a sample of potential and actual clients), adjustments, roll-out and validation of dedicated financial products, which might include credit lines for dedicated loans products, guarantee schemes, savings mechanisms also be linked to traditional practices such as Sunduq, and health products. In addition, for each product, a marketing strategy will be worked out. During the product design process, the Consultant will strengthen the collaboration and the involvement of IT providers to work out innovative financial tools and products. A monitoring & evaluation plan will be in place to track and analyse the different financial products' performance within the We-Rise! financial inclusion component framework.

A2.5 Design of manuals and procedure for the delivery of the financial services (in English and Arabic) The Consultant is responsible for the redaction of manuals and procedures for the delivery of financial products designed for the implementation of the overall financial scheme. These products are fundamental for providing the staff of the identified local organizations with a clear guidance for the smooth running of their foreseen tasks. To guarantee the correct implementation by the local organizations in charge of the service delivery, manuals will be drafted both in English and Arabic. Capacity building and training sessions will be organized regularly. At least two training sessions per institution are planned.

A 2.6 Provision of ongoing technical assistance to financial service providers

To guarantee the effective delivery of the overall scheme and financial products by local financial providers, ongoing technical assistance will be provided by the Consultant (senior key experts), according to needs and on-demand. Technical assistance consists of advisory services, capacity building and training to strengthen local capacities and increase ownership and implementation of innovative financial schemes. The path also aims at enhancing partnerships with different operators active in the Sudanese financial inclusion ecosystem and to increase growth opportunities by ensuring their ownership of process, products, and services to be delivered to target niches and achieve long term sustainability goals.

A 2.7 Provision of ongoing technical assistance to non-financial/technical service providers

To make effective the overall scheme, non-financial products and services are essential. In particular, they must be made available to women, youth, people with disabilities and all other vulnerable niches, even in rural and remote areas. Ongoing technical assistance will be provided by the Consultant (senior key experts with the support of junior staff) and non-financial service providers (business development services, local organizations, non-financial institutions) to be selected. Technical assistance consists of advisory services, capacity building and training to strengthen local capacities and increase partners' ownership of such services. The selected approach aims at enhancing partnerships with other operators in the sector, increasing opportunities for institutions' growth, strengthening the overall financial inclusion ecosystem in Sudan, and achieving greater coordination among other initiatives.



R4 Create a sustainable mechanism to foster women's access to basic health services (linked to Obj. 3)

A 3 Development of innovative health financial mechanisms and schemes

A 3.1 Organisation of consultative meetings with all relevant stakeholders working on access to welfare services

To improve access to health services, the Consultant will support the development of an innovative health financing scheme by leveraging expertise in loans and savings products offered by financial institutions to targeted niches. In addition, consultative meetings with all relevant stakeholders working on access to welfare services in Sudan will be promoted for identifying within the framework of the We-Rise! Program. The consultant will also consider a new healthcare financing model, addressed to most vulnerable niches in lack of basic health services. During the feasibility phase, the most relevant stakeholders will be met and invited to participate in consultative meetings to contribute to defining innovative products and making them an integral part of the social and financial inclusion system.

A 3.2 Identification and development of a dedicated financial product linked to health services

Access to finance and health themes will be leveraged to identify, design, and deliver health protection products and services. By strengthening the collaboration between finance and health providers, such strategic synergy will contribute in the long run to poverty reduction. The financial scheme will possibly integrate multiple components and tools by considering innovative options through collaboration with IT providers (cards, digital tools, etc.).

A 3.3 Signature of Memorandum of Understandings (MoU) with local partners and providers for the health-related financial services delivery

For guaranteeing the maximum outreach of the designed scheme, the Consultant will support the Fund Manager and the Fund Advisory Board (FAB) in the preparation, negotiation and signing of specific MoUs in the three States with local partners and providers of health services.

R5 Establish a multi-stakeholder and flexible program structure and governance (linked to Obj. 4)

A 4: Identification of the Fund Manager, the financial providers and technical institutions in charge of products and services delivery

A 4.1 Support to the selection of the Fund Manager

The objective of this task, that will run in parallel to activities related to Results 1, 2, 3 and 4, is to identify the most suitable institution/organization for managing the We-Rise! Fund and other funds may be integrated through other initiatives to support the same scheme according to leverage purposes. The fund manager will be called upon to manage a fund with several sub-funds linked to the different products that will be designed (including a credit fund, a guarantee and risk-sharing fund and a part dedicated to non-financial services). For this purpose, during the first TA phase, the Consultant supports We-Rise! AICS staff in the definition of the selection criteria for the identification of the Fund Manager who



shall ensure i) the implementation of the fund strategy, ii) the We-Rise! Fund Management, iii) the periodic monitoring of the fund's performances and compliance with the internal rules and budget, iv) the coordination with the institutions in charge of the service delivery, v) the coordination with AICS according to the overall governance scheme and future exit strategy. Once selected, the Fund Manager and the FAB will be involved in the selection of the different structures for the implementation of the financial schemes at field level such as banks, microfinance institutions, and other structures acting as technical advisors. (For example, the fund may be deposited at an MFI or bank, but it will be owned by the saving groups).

A.4.2 Work out the methodology and criteria for the selection of local providers (financial and non-financial institutions/providers) in charge of products and services delivery

To implement the scheme at field level, local financial and non-financial providers need to be identified. During the first semester of activities, the Consultant will define and identify the eligibility criteria for the selections of local providers entering the scheme, according to the governance mechanism, products, and services. The selecting criteria will be included in a specific manual of procedures. In addition, during a due diligence, the Consultant will also assess: i) the ownership of a License from a Regulatory Authority ii) their geographic coverage iii) their financial soundness, iv) products and services available, v) governance and vi) social mission and willingness to innovate.

A 4.3 Selection of financial and service providers and signature of Partnership Agreements according to specific criteria

Financial and service providers will be selected according to defined selection criteria to be approved by the Steering Committee. The Consultant will support all the selection processes according to defined tendering procedures to be followed in support of the Fund Manager. An evaluation committee will be established with representatives of the Fund Manager, AICS, the Consultant and key stakeholders (detailed ToR will be defined). The Consultant is also responsible for the preparation of the necessary agreements with the selected institutions. These trilateral Partnership Agreements (PA) to be signed among AICS, the Fund Manager and the Financial Institution/Non-Financial Institution will define roles, responsibilities, and financial arrangements (terms sheet) for the implementation of the scheme/s. The PA will include a term sheet, a document outlining the terms and conditions of the agreement. The Consultant will supervise the compliance with the envisaged agreements through regular monitoring.

A 4.4 Organisation of coordination meetings with financial and non-financial actors selected

Meetings will take place remotely or in presence according to the evolution of the socio-economic and health situation. The consultant will secure all the necessary opportunities to share data, fieldwork findings, feedback on the ongoing activities, and share any difficulties and obstacles to be overcome. Coordination meetings will be organised according to needs in every State by the Junior NK Experts and Senior Key Expert on the field and/or during the field missions of the Project Manager and other staff. Every meeting will be documented, and minutes shared among the team and participants.

A 5 Identification of a multilevel governance scheme and definition of a sustainability strategy

A 5.1 Definition of the governance of the overall financial component (roles and responsibilities)

The identification of an overall governance model for the financial inclusion component of the We-Rise! Program will guide the design of all the procedures and ensure the financial scheme with related products and services. The design of the governance model will address most vulnerable people needs, project objectives and constraints. The overall scheme should consider the project implementing period (including the Steering Committee and the Fund Advisory Board, FAB) and the exit strategy after the end of the project. Governance guidelines aim at harmonising the scheme internal governance, processes, responsibilities, mechanisms and flow to be followed - from the management to the implementing levels and from the Federal to the States levels. Seniors - key and non-key experts - will mainly work on the governance component.

Once the overall governance scheme has been defined, the procedures to be followed to make the financial scheme operational in its different components will be developed.

A 5.2 Drafting of manuals and tendering and technical procedures for the management of the overall scheme

The drafting of manuals of procedures useful to the functioning of the whole scheme will be done after the validation of the whole scheme by AICS and all the selected partners. In fact, in parallel, the Consultant will work on the selection of the most relevant financial institutions to collaborate with. The guiding principles of the whole functioning of the scheme of financial inclusion proposed within We-Rise! Program will be clearly presented and endorsed by all involved institutions and partners adhering to the scheme (the signature of MoU, including specific terms sheets, will be needed).

A 5.3 Provision of training and capacity building modules to both the Fund Manager and partner institutions in charge of the service delivery (tools, procedures, risk management, governance according to needs)

Once the model, operating scheme, products, and governance mechanism have been defined, the Consultant will proceed in the organisation of training and capacity building programs. Dedicated training modules and TA will be provided to selected Fund Manager and related staff and selected financial institutions at Federal and State levels to ensure full understanding of key principles and procedures to be followed. A minimum of two sessions per stakeholder per year are foreseen, which can be organised according to the progress of the project and the real needs of the field and the availability of the staff. The Team will present specific tools designed to successfully implement the scheme. The consultant will consequently provide specific training on how should be used by the Fund Manager and the Partners. These training modules will focus on credit risk management to improve Financial Institutions risk prevention culture (i.e. to increase loan officers' and field staff's capacities during loan appraisal and monitoring).

A 5.4 Definition of an exit strategy and knowledge sharing and transfer

Since the early stages when selecting a fund manager, the Consultant should consider a possible exit strategy in view of the regulatory framework and EU project procedures. The key objective of the exit strategy is to transfer ownership of project funds, procedures and all related measures and products to a third local party who will be asked to manage the scheme after the project's end. The sustainability of the scheme will also depend on the ability to attract new resources to continue feeding the Fund manager's fund used to support the different products and services offered by partner institutions. A solid exit



strategy will have to be proposed to AICS and approved by the Steering Committee to ensure that the financial resources managed by the Fund Manager are permanent and the funds allocated will last over time also after the end of the project for the same purposes and according to the overall scheme set in the MoU. The exit strategy should be presented and contractually adopted by all actors.

A 6 Definition of Monitoring & Evaluation (M&E) Framework

A 6.1 Identification of KPIs related to the baseline established during the assessment phase

After the preliminary assessments, the Consultant will define a matrix of quantitative and qualitative indicators, to: i) register the progress and results achieved by the project, ii) to monitor, report and supervise the overall project portfolio and iii) to measure the participation of each institution to the project goal. The Monitoring and Evaluation system will be presented to partners at the end of the assessment phase. The indicator matrix will guide the M&E activities of the project (M&E KPI list and framework). KPIs will be used both as a monitoring and planning tool to correct discrepancies between expected and achieved results and will cover and assess the different levels of the intervention. The KPIs will refer to the three dimensions according to consultant methodology and experience: **the economic, the social and the environmental** and will integrate the first set of indicators as per ToR (*non-exhaustive list: # of direct beneficiaries reached through financial and non-financial services, % of women-led economic activities in target areas, % of women groups or association promoting savings and income-generating activities, # of MFIs providing generic and tailored services to women's groups and associations, % of beneficiaries with invested capital, % beneficiaries accessing inclusive financial tools, # of families benefiting of non-financial tools, # of Technical Assistance deployed to key stakeholders, # of inclusive MFIs agreement for women entrepreneurship initiatives, # of women with disabilities with enhanced access to decent working conditions related to their specific needs*).

A 6.2 Setting up of processes, procedures, and tools to be used at field level to feed the M&E Tool.

During this phase, the Consultant will define the tools for data collection and monitoring of field activities related to access to finance as well as the frequency, the timeline, and the different levels of responsibilities for the M&E activities. A Manual of process and procedures for the M&E evaluation component will be worked out.

A 6.3 Training of local staff and partners on Monitoring & Evaluation Framework

The Consultant will provide specific training on M&E methodologies and procedures to the partners and identified actors responsible for the implementation of its related activities at field level. The detailed work plan for conducting the training activities related to the M&E will be implemented in the three States after the baseline assessment.

A 6.4 Monitoring and Evaluation, capitalization and results sharing.

Overall, through the M&E activities the Consultant will: i) assess the achievement of the TA outputs/results, ii) measure the outreach in terms of beneficiaries reached and involved and their level of participation in the foreseen financial schemes, iii) measure access to finance, iv) analyse project portfolio and sustainability, v) evaluate the effects related to the governance and the management of the project and vi) evaluate the impact of the project on partners in terms of capacity building and contribution to access to finance of the most vulnerable people. M&E activities will be coordinated by the Financial Inclusion Senior Expert on the field and regularly supervised by the Senior International Financial Inclusion M&E Expert through internal meetings.

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According to the defined process, the Consultant will perform a regular data collection to feed the database according to the defined KPIs system. As underlined in the ToR, the Progress Report represent the main instrument to summarize and share the results of the M&E activities which can also be presented during the We-Rise! Steering Committees and used for project visibility, communication, and capitalization purposes. As requested by the ToR, at the end of the TA an end-line assessment is foreseen to verify the achievement of expected results and better evaluate the deviations from the baseline. The main findings of the end-line assessment will be analysed and presented in the Final Report. Capitalisation and results sharing will take place both at project and community level through technical and consultative meetings, reports sharing, visibility and communication tools used by the We-Rise! Program and of the Consultant.

Inputs are mainly related to human resources and operational costs for the implementation of the activities

Human resources		Means and costs
Key Experts	Non-Key Experts	
<ul style="list-style-type: none"> • Senior International Expert Project Manager (part-time) • Senior Financial Inclusion Expert (full-time) 	<ul style="list-style-type: none"> • Junior experts (2) (full-time field-based) • Senior International Financial Inclusion M&E and backstopping expert • Short-term experts (according to needs/key topics for training and TA) 	<ul style="list-style-type: none"> • Operational costs for training and TA activities • Per diem staff on-field • Travels and logistics (national and international) • Expenditure's verification • Financial costs • Communication and visibility

Most of the staff has a consolidated experience with Microfinanza; the Project Manager – KE1 is a partner and senior financial Expert of the Company, and the KE2 had a previous experience at Microfinanza in the framework of the Regmifa TA Facility jointly with the NKE3 as Microfinanza's partner too and M&E expert on issues related to access to finance and social development.

Junior experts will be based at field level in target States to ensure field presence and strong coordination with local actors (financial institutions and non-financial service providers). Most of the proposed staff will be based in Sudan. Thanks to dedicated procedures and strong linkages with the headquarter the field staff will be supported daily by Senior experts (KE1 and NK3), both remotely and during field missions.

• Giampietro Pizzo

President and founding partner of Microfinanza, Giampietro is a seasoned microfinance specialist with 30 years of experience coordinating and implementing technical assistance activities, evaluations, and research initiatives for numerous international and bilateral entities. His primary areas of expertise include financial inclusion frameworks as well as rural and SME finance. Prior to Microfinanza, Giampietro worked for the Italian Ministry of Foreign Affairs and other development cooperation agencies. His global experience spans some 25 countries, most notably in sub-Saharan Africa and Latin America, but also in North Africa and the Middle East.

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He developed, piloted, and tested innovative financial schemes for productive and processing initiatives on agriculture in Palestine, Morocco, Cambodia, Sudan and Tunisia. He also worked on feasibility studies for community-based schemes to promote social and welfare innovative projects and services targeting the poor and the vulnerable communities. He has in-depth experience in supporting Public Authorities in developing multistakeholder programs and in the set-up of innovative Governance Models including different stakeholders and in promoting Public and Private Partnerships.

Recently in Sudan, he contributed to an Impact analysis on financial inclusion for youth and supported the set-up of a new financial scheme addressing the needs of the farmers in Kassala State.

Giampietro is the current president of the Italian Microfinance Network (RITMI) and former vice president of the European Microfinance Network (EMN).

Giampietro has a Master's equivalent in Economics and Commerce from the University of Venice (Venice, Italy). He is fluent in English, French, and Spanish and has a working knowledge of Portuguese.

• **Alessandro Baroni**

Alessandro Baroni is a Financial Inclusion specialist with over 15 years of experience in the development and humanitarian sector, mainly in Africa and the Middle East. He has worked as a resident consultant in Jordan, Kenya, Eritrea, South Africa, Zimbabwe, and Mozambique while providing advisory services in Sudan, Tunisia, Ethiopia, and other Sub-Saharan countries. Alessandro has experience in projects funded by EU, AICS, KFW, USAID, UNICEF and UNDP on emergency response, poverty reduction and local economic development. He implemented projects in coordination with MFIs, Central Banks, Coops, local and national authorities, civil society, and both formal and informal private sectors. Target beneficiaries included several vulnerable segments of the population (IDPs, refugees, and underserved women and youth in remote areas). As a member of the KFW "Investing for Employment" project, Alessandro has reviewed project proposals in Ethiopia, Tunisia, and Ivory Coast (2020-2021). From 2016 until 2019, he has served as Financial Inclusion Senior Technical Advisor and Project Support Specialist for the USAID Jordan Local Enterprise Support Project, launching Islamic and traditional financial services, digital products and innovative alternative channels for vulnerable populations in remote areas (women, youth, host communities). Previously, he has worked with Microfinanza as a Technical Assistance Analyst for the Regmifa Sub-Saharan M-SME fund, providing financial and non-financial services to Partner Lending Institutions and entrepreneurs (2013-2016). Before that, he worked as manager and administrator for NGOs in Southern and Eastern Africa, providing emergency response and livelihood support to local vulnerable communities, refugees and IDPs (2004, 2009-2013). Alessandro is a certified expert in SME finance. He holds a Master's in Business from the University of Bergamo and a Degree in Political Sciences from the University of Milano. He speaks Italian, English, French and has practical knowledge of Levantine Arabic.

In addition to Key Experts – other in-house Non-Key senior and junior staff, will be engaged in project implementation:

• **Antonella Calarco**

Antonella is a junior expert at Microfinanza. After completing a master's degree in international cooperation at ISPI (Milan), she moved to Ecuador, where she worked for Banco Codesarrollo, a

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microfinance institution. There she was involved in the activities concerning microfinance products, financial inclusion and green finance. Antonella already worked in Sudan in 2021 as field expert for a financial inclusion assessment in Gedaref State: she was in charge of the construction of all needed tools for the assessment and the management of the activities related to the data collection. Furthermore, she was responsible for the desk review and draft of donor's reports. According to project plan, Antonella will be involved as junior field expert in one of the targeted States.

- **Francesco Tuffi**

Francesco is a junior expert with an interesting field experience in Albania, Nigeria and Nepal. The most recent experience is as Project Officer in Shqipëri in Vlora, Albania with an Italian NGO. He holds a bachelor's degree in social psychology and a MA degree in Human Rights and Multi-level Governance, with a specific focus on informal microfinance. Throughout the years gained working experience at the Italian Embassy in Abuja, Nigeria, at UNEP/OCHA Joint Environment Unit in Geneva, Switzerland and carried out field research on the relationship between self-help groups (SHGs) and women's empowerment in Nepal. According to project plan, Francesco will be involved as junior field expert in one of the targeted States.

- **Katia Raguzzoni**

She is a senior financial inclusion expert with extensive and acquired experience in managing international projects in MENA and Sub Saharan African countries and precarious contexts (in Sudan, too). She has a strong track record in working with AICS and other International organizations. She will be directly involved in project implementation, providing on-site and off-site technical support for the development of the innovative financial schemes and in ensuring smooth coordination among project partners for the access to finance component at internal and external level. Katia will also coordinate the Monitoring and Evaluation component within the project Framework.

*Full CVs of the Key Experts are presented in annex Key Expert



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The concrete outputs/products to be delivered based on the foreseen inputs are listed below and broken down according to the 5 results to be achieved, as follow:

Results	Expected deliverable
R0: Cross-cutting activities and reporting	<ul style="list-style-type: none"> • Inception report • Progress reports • Draft final report • Final report
R1: Reinforce women's and other excluded groups' business skills and financial literacy level R2: Increase women and excluded people resilience R3: Increase women's and excluded people saving and investment capacity	<ul style="list-style-type: none"> • Detailed report on the preliminary assessment • List of potential financial and non-financial partners • Manual of procedures for the identification and selection of local service providers • Template of Partnership Agreements document • Catalogue of the developed services • Roll-out strategy and plan for each service and institution
R4: Create a sustainable mechanism to foster women's access to basic health services	<ul style="list-style-type: none"> • One dedicated financial product linked to health services • MoUs with local partners and providers for the health-related financial services delivery
R5: Establish a multi-stakeholder and flexible program structure and governance	<ul style="list-style-type: none"> • Proposal of project governance (including exit strategy and specific definition of the Fund Manager role and FAB composition) • Manual of procedure of the FAB's fund manager • Training material for the Fund Manager • Manual of process and procedures for the services' provision • Training program and materials for the partner institutions • Guide for enhancing credit risk assessment and management • Template for project reporting for the partner institutions (annexed to Manual) • M&E KPI list and framework • Manual of the M&E process and procedure • Endline Assessment - included in the Final Report



3. Backstopping, subcontracting and capacity providing entities

Backstopping is an essential function within project implementation, and the Consultant will deploy its best available staff for accomplishing this task. The Company has a long-standing experience in backstopping, monitoring and evaluation, administrative and financial management support, and logistics, from early stages up to the end of its assignments. In-house and experienced staff for field and off-site activities will be provided as follow:

- Ms. Rossana Pento, administrative office manager and responsible for contracts and financial management at Microfinanza. Ms. Pento has 5+ years of experience within the Company. She manages all contracts and subcontracts, in close collaboration with management and project managers ensuring full compliance with internal rules and policies.
- Ms. Roberta Bisazza supports the administrative office and is responsible for logistics and secretariat. According to Internal procedures, Ms. Bisazza manages all travels and accommodations of the Company.

Currently there are no subcontracting procedures planned for identifying external activities or services providers. The Consultant will execute and oversee most of the activities thanks to its network and experience. However, **local staff might be identified and subcontracted**, especially for those field activities requiring more mediation by local staff due to language and cultural issues. The Consultant ensures that all the subcontracting agreements, if needed, will be drafted and fulfilled in accordance with detailed procedures.

In full compliance with its internal procedures, the Consultant will employ staff who is not affected by any conflict of interest; who must comply with human rights and applicable data protection rules; personnel must comply with all applicable laws and regulations and codes related to anti-bribery and anti-corruption; moreover, the Consultant will adopt a 'zero tolerance' policy for sexual exploitation, abuse, and harassment.



4. involvement of all members of the consortium and of capacity providing entities

Not applicable

Not applicable










Not applicable

5. Timetable of work

The suggested Technical Assistance timeline foresees activities over a 22-month period. The following table describes the timing, the sequence, and the duration of the proposed activities.

Monthly timetable		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
A0. CROSS-CUTTING ACTIVITIES and REPORTING																							
A0.1 Kick-off meeting																							
A0.2 Participation to We-Rise! Steering Committees and technical meetings																							
D - Inception report																							
D - Progress report																							
D - Draft final report																							
D - Final report																							
A1. BASELINE ASSESSMENT																							
A1.1 Presentation of the working methodology of the assessment to partners and relevant stakeholders																							
A1.2 Implement a need assessment on access to finance - demand and offer sides ecosystems in the 3 States																							
A1.3 Report drafting of the main findings of assessment in the 3 States																							
A1.4 Presentation of the results of the assessment in the 3 States																							
D Detailed report on the preliminary assessment																							
D List of potential financial and non-financial partners																							
A2. FINANCIAL AND NON-FINANCIAL PRODUCTS DEVELOPMENT (in parallel with A5 and after selection process)																							
A2.1 Elaboration of a package of inclusive, accessible and gender-sensitive non-financial products for the financial education, coaching and support of business planning of the targeted beneficiaries																							
A2.2 Design of manuals and procedure for the delivery of the non-financial products																							
A2.3 Promotion of Training of Trainers (ToT) for local organizations in charge of the provision of non-financial products in the three targeted states																							
A2.4 Design of tailor-made financial services: design, test, adjustments, roll-out and validation (including an adapted mktg strategy) which might include loan, guarantee mechanism, savings mechanism, health services)																							
A2.5 Design of manuals and procedure for the delivery of the financial services (in English and Arabic)																							
A2.6 Provision of ongoing Technical Assistance to financial service providers																							
A2.7 Provision of ongoing Technical Assistance to non-financial/technical service providers																							
D: Catalogue of the developed services																							
D: Roll-out strategy and plan for each service and institution																							



3. DEVELOPMENT OF INNOVATIVE HEALTH FINANCIAL MECHANISM AND SCHEME	<p>A3.1 Organisation of consultative meetings with all relevant stakeholders working on access to welfare services</p> <p>A3.2 Identification and development of a dedicated financial product linked to health services</p> <p>A3.3 Signature of Memorandum of Understanding (MoU) with local partners and providers for the health-related financial services delivery</p> <p><i>D: One dedicated financial product linked to health services</i></p> <p><i>D: MoUs with local partners and providers for the health-related financial services delivery</i></p>	 	4. IDENTIFICATION OF THE FUND MANAGER, THE FINANCIAL PROVIDERS AND TECHNICAL INSTITUTIONS IN CHARGE OF PRODUCTS AND SERVICES DELIVERY	<p>A4.1 Support to the selection of the Fund Manager</p> <p>A4.2 Work out the methodology and criteria for the selection of local providers (financial and non-financial institutions/providers) that will be in charge of products and services delivery</p> <p>A4.3 Selection of financial and technical providers, and signature of Partnership Agreements according to specific criteria</p> <p>A4.4 Organisation of coordination of meetings with financial and non-financial actors selected</p> <p><i>D: Manual of procedures for the identification and selection of local service providers</i></p> <p><i>D: Template of Partnership Agreements document</i></p>	 	5. IDENTIFICATION OF A MULTILEVEL GOVERNANCE SCHEME AND DEFINITION OF A SUSTAINABILITY STRATEGY	<p>A5.1 Definition of the governance scheme of the overall financial component (roles and responsibilities)</p> <p>A5.2 Drafting of manuals and tendering and technical procedures for the management of the overall scheme</p> <p>A5.3 Provision of training and capacity building modules to both the Fund Manager and partner institutions in charge of the service delivery (tools, procedures, risk management, governance according to needs)</p> <p>A5.4 Definition of an exit strategy and knowledge sharing and transfer</p> <p><i>D: Proposal of project governance (including exit strategy and specific definition of the Fund Manager role and FAB composition)</i></p> <p><i>D: Manual of procedure of the FAB's fund manager</i></p> <p><i>D: Training material for the Fund Manager</i></p> <p><i>D: Manual of process and procedures for the services' provision</i></p> <p><i>D: Training program and materials for the partner institutions</i></p> <p><i>D: Guide for enhancing credit risk assessment and management</i></p> <p><i>D: Template for project reporting for the partner institutions (annexed to Manual)</i></p>	    
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6. DEFINITION OF MONITORING & EVALUATION (M&E) FRAMEWORK			
<p>A6.1 Identification of Key Performance Indicators (KPIs) related to the baseline established during the assessment phase</p> <p>A6.2 Setting up of processes, procedures, and tools to be used at field level to fill out M&E tool</p> <p>A6.3 Training of local staff and partners on Monitoring & Evaluation Framework</p> <p>A6.4 Monitoring and Evaluation, capitalisation and results sharing</p> <p>D: <i>M&E KPI list and framework</i></p> <p>D: <i>Manual of the M&E process and procedure</i></p> <p>D: <i>Endline Assessment - included in the Final Report</i></p>			

Legenda

- Deliverable
- Ongoing activities
- Field staff
- Milestone



Moreover, the Consultant has identified and drafted out the major milestones (outputs) in executing the contract, including the indication of how their achievement will be reflected in each report foreseen in the Terms of Reference:

Milestone	Deliverable	Deadline
A0.1 Kick-off meeting	Inception Report: in the report the Consultant will describe the key findings of the desk review, initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The Consultant should proceed with his work unless the contracting authority sends comments on the inception report (<i>max 12 pages</i>).	After two weeks from the start of implementation.
A2.1 Elaboration of a package of inclusive, accessible and gender-sensitive non-financial products for the financial education, coaching and support of business planning of the targeted beneficiaries A2.4 Design of tailor-made financial services: design, test, adjustments, roll-out and validation (including an adapted marketing strategy), which might include loan, guarantee mechanism, savings mechanism, health services) A3.3 Signature of Memorandum of Understanding (MoU) with local partners and providers for the health-related financial services delivery A4.1 Support to the selection of the Fund Manager A4.3 Selection of financial and technical providers, and signature of Partnership Agreements according to specific criteria	Progress Reports: reports over the course of the assignment that shall also include a regular update of the baseline M&E framework and a list of selected KPIs.	To be presented every six months and at the end of each year of implementation
A5.4 Definition of an exit strategy and knowledge sharing and transfer -Endline Assessment	Draft final report including all the main findings of the assignment (<i>max 25 pages text, excluding annexes</i>) in the format provided by the Client. This report will contain: i) Executive Summary; ii) Background; iii) Concrete results of the program: objectives, outcomes, results,	30 days before the end of the implementing period

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	activities, iv.) end line M&E framework and selected KPIs iv) Information on main difficulties and obstacles encountered during the execution of the contract; v) Information on the budget.	
A5.4 Definition of an exit strategy and knowledge sharing and transfer -Endline Assessment	Final report incorporating any comments received from the parties on the draft report and containing a sufficiently detailed description of the different options to support an informed decision on allocation of remaining funds (if any), exit strategies and handover to the concerned public authorities. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoices.	30 days before the receipt of the comments on the draft

* The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

The proposed work plan will be presented and discussed with AICS at the beginning of the assignment. It will undergo regular reviews, following the evolution of the external and internal situation of the TA. The Team Leader will be employed on a part-time basis with regular missions in Sudan. The Senior Financial Inclusion Expert on the field will be employed on a full-time basis. The 2 Junior Financial Inclusion Experts will be full time employed and mainly located in the 3 targeted States. Backstopping experts will work part-time.

The number of days is divided as follows:

Monthly timetable	2022																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
KEY and NON-KEY STAFF (days)																						
KE1 - Senior International Expert Project Manager - Giampaolo Pizzo	4	8	6	6	6	6	6	6	8	8	6	6	6	6	8	6	8	8	8	8	8	150
KE2 - Financial inclusion senior expert (full time - field - Khartoum + State) - Alessandro Baroni																						405
NKE1 - Junior financial inclusion expert (full time - field - State Level) - Antonella Calarco																						405
NKE2 - Junior financial inclusion expert (full time - field - State Level) - Francesco Tuffi																						405
NKE3 - Senior International Financial Inclusion M&E and backstopping expert - Katia Raguzzoni	4		6	6			6	6				6	6	6	6	6	6	6				70
NKE4 - Short-term experts (according to needs/key topics for training and TA)			8	8			8	8			8	8	8		4		8	8		4		80

Legenda
Deliverable
Ongoing activities
Field staff



6. Log frame

	Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
Overall objective (WE-RISE)	To enhance economic opportunities for youth and women in Sudan	Employment to Population Ratio (EPR) by sex, age group and disability (GAP 14.4, CRPD art 27e and SDG 8.5)	Current EPR for selected localities of intervention	Increased EPR for selected localities of intervention		<ul style="list-style-type: none"> Data from the National Bureau of Statistic (NBS) Baseline Survey and project interim and final reports NGOs and INGOs reports Reports from MoLSD, MoA, State Ministries Reports from UN Agencies 	
We-Rise! Overall objective related to the TA Component*	To create a conducive environment for the economic empowerment of women and other socially excluded groups, living in the most vulnerable situations in Kassala, Gedaref and Red Sea States	% Youth and Women in targeted areas improved economic opportunities disaggregated by sex, migration status, disability, and age.		<ul style="list-style-type: none"> 45% of population in selected localities has direct access to enhanced economic opportunities 18,000 targeted beneficiaries (85% of women=15,300) 		<ul style="list-style-type: none"> MoLSD reports NBS report MoA reports Support supervision Reports Program reports Program Midterm M&E report Program final reports 	<ul style="list-style-type: none"> MoLSD support and commitment State authorities support Peace prevails and security is maintained No major natural and man-made disasters No limitation to individual movement National financial and energy situation stabilized
	TA falls under the Result 1 of the We-Rise Programme	% of population increases access to sufficient economic opportunities					

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
	Mean income of homogenous groups in targeted areas		6500 in Kassala, 5000 in Gedaref, 6500 in Red Sea			<ul style="list-style-type: none"> No drastic economic fluctuation Covid-19 Pandemic is under control and mobility is ensured
Specific Objectives of the TA Component (outcomes)	<p>% of women and vulnerable people that are informed about financial education issues and can access services and products dedicated to them with a view to financial and social inclusion.</p> <ul style="list-style-type: none"> % of people financially included to be estimated during the assessment phase as baseline - financial inclusion disaggregated per gender - age # of women leading business activities # dedicated financial schemes for vulnerable people 	<ul style="list-style-type: none"> 15.3% of adults are financially included 9.9% of women have a financial account at formal institution 9% of the population save at a financial institution (9% in urban areas and 6% in rural areas) 22% of the males borrow for medical purposes 18% of the women borrow for medical purposes Limited borrowing for business purposes (4% for the poorest and 9% for the richest) 	<ul style="list-style-type: none"> >20% in financial inclusion level of women and vulnerable people, accessing services and products (end 2023) >20% of people financially included to be estimated during the assessment phase as baseline - financial inclusion disaggregated per gender - age >50% of women and vulnerable people leading business activities At least 3 dedicated financial schemes for vulnerable people 		<ul style="list-style-type: none"> M&E KPI Tool for project monitoring Statistics and program and project studies Project reports Attendance sheets for project activities 	<ul style="list-style-type: none"> Supportive environment for promoting access to finance activities tailored for women and vulnerable categories Availability and engagement of all relevant national and international stakeholders working in the country on the topics of women empowerment and financial inclusion Local institutions and partnerships are supportive of initiatives involving the
	<p>1. Ensure women's and vulnerable people access to tailored non-financial services, aiming at facilitating their empowerment and decreasing their vulnerability</p> <p>2. Increase women's income generation capacity through the access to tailored financial services</p>	<ul style="list-style-type: none"> % of women and vulnerable people that have improved their ability to generate income 	<ul style="list-style-type: none"> >50% of women and vulnerable people that have improved their ability to generate income 			

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in Interim and final reports)	Source and mean of verification	Assumptions
3. Reduce women vulnerability while facing health problem	• # of beneficiaries that have greater capacity to cope with shocks due to better savings management and strategies implemented.	(data WB - 2014) • Detailed baseline to be defined during the inception phase, field assessment and data provided by local stakeholders	• 70% of beneficiaries that have greater capacity to cope with shocks due to better savings management and strategies implemented.			most vulnerable population groups.
	• % of women and vulnerable people that have access to dedicated initiatives enabling the construction of sustainable short-, medium- and long-term strategies		• 70% of women and vulnerable people that have access to dedicated initiatives enabling the construction of sustainable short-, medium- and long-term strategies	-		• Local Institutions are willing to implement innovative solutions • Local Financial Institutions agree on the proposed financial schemes and are ready to follow the process
4. Ensure project's institutionalisation and long-term impact on women empowerment						
Reinforce women's and other excluded groups' business skills and financial literacy level (linked to Ob. 1)	• % of women launching income generating activities in the targeted areas • % of women groups or association joining savings group • # of MFIs providing and tailored products and services to women's groups and associations • % of beneficiaries developing income generating activities • % of beneficiaries accessing inclusive financial tools • # of families benefiting of non-financial services and tools • # of days of TA deployed	Baseline based on data from the assessment for the demand and offer side disaggregated per State, gender, and level of vulnerability	• 50% of targeted women groups or association joining savings group • At least 3 FIs providing tailored products and services to women's groups and associations • 50% of beneficiaries launching or upgrading new income generating activities • 70% of targeted niches accessing inclusive financial tools		• Need assessment report for the demand side • Reports on the preliminary assessment for the offer side • M&E KPI list and monitoring framework • Project reports • Data on financial inclusion available at Federal/State Level	

Results to be achieved : 1 (output)

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
	<ul style="list-style-type: none"> • # of coordination meetings held at local level • # of ToT and trainings provided and attendance # of participants • Job retention rate of women employed • # of women with disabilities access to reasonable accommodation in the workplace • # of local providers identified and selected that are suitable to promote financial education at field level • # of women in the process of developing IGA attending financial literacy paths • # of training promoted per target area and target niche (data disaggregated per gender, age) 		<ul style="list-style-type: none"> • # of targeted families directly and indirectly benefitting of non-financial services and tools • At least 80% of targeted beneficiaries have joined trainings or events on financial education on the use of adapted financial tools and services • At least 100 days of TA in support of coordination and accountability mechanism provided by short term and long-term experts • 50% of targeted women with disabilities improved their working conditions (e.g. access to reasonable accommodation in the workplace) • At least 90% of planned activities are realised according to plans • 60% of targeted beneficiaries increased money management skills 			<ul style="list-style-type: none"> • The social and economic environment is stable • Availability of local and international key actors to attend technical meetings • All the stakeholders involved agreed on the use of a common M&E tool, and is regularly updated • Availability of local partners and stakeholders at Federal and State level

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
			<ul style="list-style-type: none"> At least 10 training sessions are organized and delivered in each targeted State 3 access to finance schemes are defined and operationalized (1 per State) Improved % of job retention rate Targeted beneficiaries include women and people with disabilities (from 5 to 10%) 			<ul style="list-style-type: none"> There is good interaction and collaboration between financial and non-financial actors and the project timeline is respected to reach the implementation phase of the financial schemes on time. Local financial institutions are ready and collaborative for implementing and delivery innovative financial schemes according to needs of the most vulnerable people The financial schemes are simple, even if innovative, and are clearly understood by all parties The monitoring and evaluation tool is effectively implemented and
Results to be achieved: 2 (output)	<ul style="list-style-type: none"> % of women having attended training activities promoted by local providers, within the framework of the We-Rise improved their financial management capacities % of women involved in the process improved their management capacities and increased their incomes % of the women involved in training activities increased their saving capacity % income generating activities and businesses launched by women and vulnerable people have been supported with adequate 	<p>Baseline based on data from the need assessment for the demand side disaggregated per State, gender, and level of vulnerability</p> <p>0 innovative financial schemes for vulnerable people linking financial and non-financial products and services</p>	<ul style="list-style-type: none"> A minimum of 3 financial institutions involved A minimum of 3 nonfinancial technical providers identified 70% of women having attended training activities promoted by local providers, within the framework of the We-Rise Program Improved their financial management capacities and increased their incomes 70% of the women involved in training 		<ul style="list-style-type: none"> M&E KPI list and framework Manuals and procedure for the delivery of the non-financial services Attendance sheet for the TOT Attendance sheet of training and capacity building programs 	

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
	financial and non-financial services increase their assets		activities increased their saving capacity			contributes to build an impact analysis culture of the activities to be carried out in targeted areas
Results to be achieved: 3 (output)	<ul style="list-style-type: none"> • # of new bank accounts owned by women attending training activities • # of new formal saving accounts owned by women attending training activities • # of new disbursed loans for women that participated in training activities • # of Partnership Agreements with local financial institutions • # of Training and Capacity building modules delivered to the staff of the selected local financial and non-financial institutions in charge of the service delivery • # of solidarity funds (for health purposes) developed on a community basis 	Baseline based on data from the need assessment for the demand side disaggregated per State, gender, and level of vulnerability 0 days of TA to FAB and Financial Institutions	<ul style="list-style-type: none"> • >70% of targeted beneficiaries increased their savings capacity (>10% of savings) • >3 partnership agreements signed with local institutions • At least 10 training modules (TOT) provided to financial and non-financial institutions on non-financial services • >10% of new loans disbursed to women attending training activities 		<ul style="list-style-type: none"> • M&E KPI list and framework • Manuals and procedure for the delivery of the non-financial services • Attendance sheet of TOT • Attendance sheet of training and capacity building programs 	
Results to be	Create a sustainable mechanism to foster women's	Baseline based on data from the need assessment for the demand side	<ul style="list-style-type: none"> • >10% of women improving access to basic health services 		<ul style="list-style-type: none"> • Minutes of consultative meetings with all relevant 	

Result chain	Indicator	Baseline (value & reference year)	Target** (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Source and mean of verification	Assumptions
access to basic health services (linked to Obj. 3)	<ul style="list-style-type: none"> # of consultative meetings with all relevant stakeholders working on access to welfare services # of MoU with local partners and providers for the health-related financial services delivery 	disaggregated per State, gender, and level of vulnerability 0 MoU	<ul style="list-style-type: none"> > 3 meetings organized per year > 1 MoU with local partner for health-related financial services delivery 		stakeholders working on access to welfare services • M&E KPI list and framework	
Establish a multi stakeholder and flexible program structure and governance (linked to Obj. 4)	<ul style="list-style-type: none"> # of local stakeholders involved for improving the access to finance ecosystem # of international partnership stakeholders involved # of technical and non-technical institution involved # of consultative and technical meetings with relevant stakeholders # Manuals and procedures for the management of the financial inclusion schemes # of Training and Capacity building modules to the staff of FAB 	0 Manuals at Jan 2022 No coordination on access to finance for most vulnerable groups No collaboration among financial institutions and non-financial service providers	<ul style="list-style-type: none"> > 2 partners collaborating at each state level for providing financial and non-financial services > 2 International partners with whom establish a collaborative framework 3 Manuals and procedures for the management of the financial inclusion schemes > 10 TA sessions with FAB 		Reports on capacity building activities to both the Fund Manager and partner institutions for management and service delivery • M&E KPI list and framework	

Results to be achieved : 5 (output)

Activity Matrix - Key activities related to output		Means and Costs	Assumptions
R1 R2 R3	A0 Cross cutting Activities A.0.1: Project Kick - Off A.0.2: Participation to We-Rise! Steering Committees and technical meetings A 1: Baseline Assessment A.1.1 Present the working methodology of the assessment to partners and relevant stakeholder A.1.2 Implement a need assessment on access to finance- demand and offer sides ecosystems in the 3 States A.1.3 Report drafting of the main findings of assessment in the 3 States A.1.4 Presentation of the results of the assessment in the 3 States A 2 Financial and non-financial products development A.2.1 Elaboration of a package of inclusive, accessible and gender-sensitive non-financial products for the financial education, coaching and support of business planning of the targeted beneficiaries A.2.2 Design of manuals and procedure for the delivery of the non-financial products A.2.3 Promotion of Training of Trainers for local organizations in charge of the provision of non-financial products in three targeted States A.2.4 Design of tailor-made financial services: design, test, adjustments, roll-out and validation (including an adapted mktg strategy), which might include loan, guarantee mechanism, savings mechanism, health services A.2.5 Design of manuals and procedure for the delivery of the financial services (in English and Arabic) A.2.6 Provision of on-going technical assistance to financial service providers A.2.7 Provision of on-going technical assistance to non-financial/technical service providers A 3 Development of innovative health financial mechanisms and schemes A.3.1 Organisation of consultative meetings with all relevant stakeholders working on access to welfare services A.3.2 Identification and development of a dedicated financial product linked to health services A.3.3 Signature of Memorandum of Understanding (MOU) with local partners and providers for the health-related financial services delivery A 4: Identification of the Fund Manager, the financial providers, and technical institutions in charge of products and services delivery A.4.1 Support to the selection of the Fund Manager A.4.2 Work out the methodology and criteria for the selection of local providers (financial and non-financial institutions/providers) that will be in charge of products and services delivery A.4.3 Selection of financial and service providers and signature of Partnership Agreements according to specific criteria A.4.4 Organisation of coordination of meetings with financial and non-financial actors selected A 5 Define the multilevel governance scheme and definition of a sustainability strategy A.5.1 Definition of the governance scheme of the overall financial component (roles and responsibilities) A.5.2 Drafting of manuals and tendering and technical procedures for the management of the overall scheme	Means <i>Key Experts:</i> <ul style="list-style-type: none"> • KE1 - Senior International Expert Project Manager • KE2 - Financial inclusion senior expert (full time - field - Khartoum + State levels) <i>Non-Key Expert:</i> <ul style="list-style-type: none"> • NKE1 - Senior International Financial Inclusion expert • NKE2 - Junior financial inclusion expert (full time - field - State Level) • NKE3 - Junior financial inclusion expert (full time - field - State Level) • NKE4 - Short-term experts (according to needs/key topics for training and TA) Costs: <ul style="list-style-type: none"> • Operational costs for training and TA activities • Per diem staff on-field • Travels and logistics (national and international) • Expenditure's verification • Financial costs 	<ul style="list-style-type: none"> • Restored financial and economic normality: cash availability • commercial bank transaction • Restored availability of fuel • Full accessibility to intervention areas for program staff (travel permit and working permit for expatriates) • Local financial institutions accept to collaborate in the design of financial and non-financial services and to implement the service delivery • Financial resources for activities are available according to the activity plan • We-Rise! fund resources can be released on time as soon as the financial scheme is validated. • Project staff are collaborative and share a medium to long term vision on how to implement financial inclusion schemes and manage to establish good collaborative relationships with all institutions involved.
R4			
R5			



	<p>A5.3 Provision of training and capacity building modules to both the Fund Manager and partner institutions in charge of the service delivery (tools, procedures, risk management, governance according to needs)</p> <p>A5.4 Definition of an exit strategy and knowledge sharing and transfer</p> <p>A 6 Definition of Monitoring & Evaluation Framework</p> <p>A6.1 Identification of Key Performance Indicators (KPIs) related to the baseline established during the assessment phase</p> <p>A 6.2 Setting up of process, procedures, and tools to be used at field level to fill out the M&E Tool</p> <p>A 6.3 Training of local staff and partners on Monitoring & Evaluation Framework</p> <p>A 6.4 Monitoring and Evaluation, capitalization and results sharing</p>		
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*Indicators included in the LogFrame of the We-Rise! Program

**Figures of indicators are tentative. The Consultant highlights the possibility of adjustments on the basis of data collected for the construction of the baseline during the Preliminary Assessment and in agreement with AICS and project partners

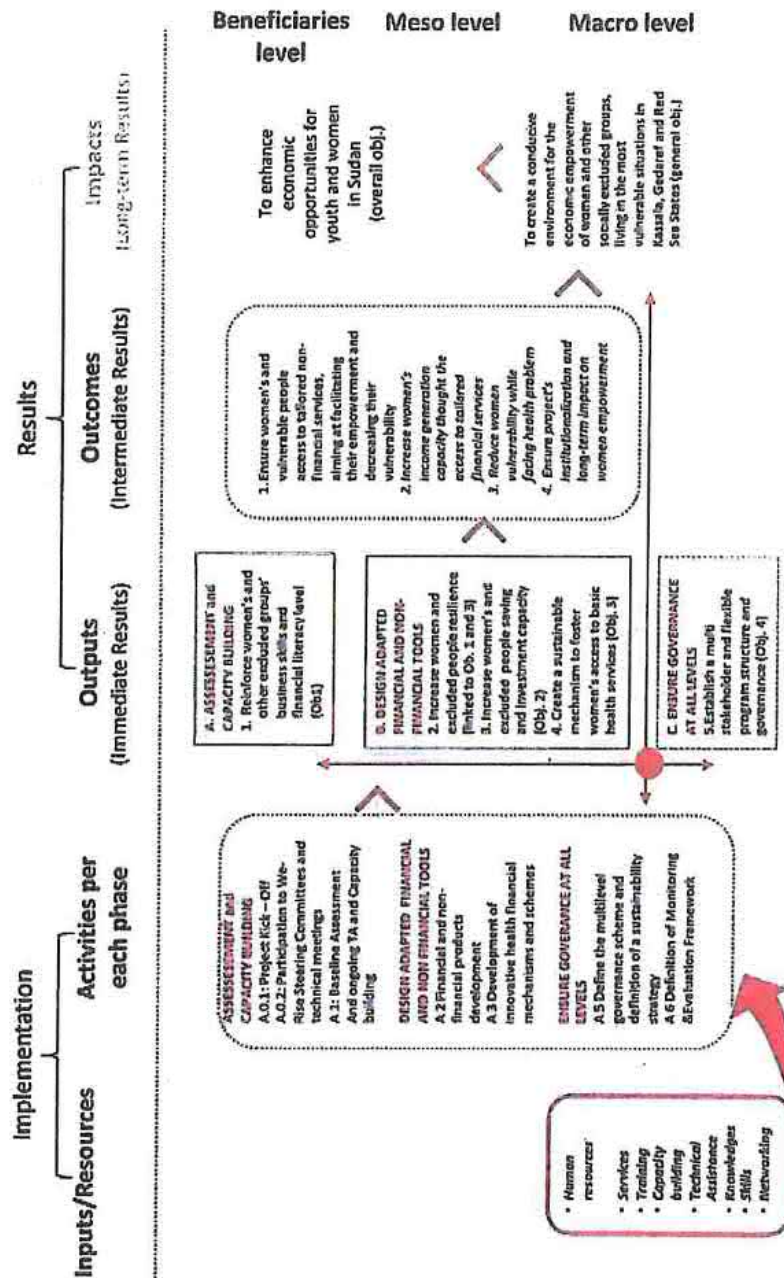
ACRONYMS

NBS	National Bureau of Statistic
NGO	Non-Governmental Organization
MoLSD	Ministry of Labour and Social Development
MoA	Ministry of Agriculture
M&E	Monitoring and Evaluation



7. Theory of Change

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Adult population has a very low level of access to finance (in 2014 only 15.3% of the adults – and only 9.9% of the women – had a financial account at a formal financial institution according to last available data from World Bank) and the widespread savings culture is mainly linked to informal and traditional schemes (e.g. sundia, saving groups and livestock). Just a minor part of the adult population saved at a financial institution (9% in urban areas vs. 6% in rural areas). Borrowing purposes for starting or expanding a firm or a business is limited (from 4% for the poorest, to 9% for the richest); moreover, 22% of the male and 10% of the female population borrowed for medical purposes. Several gender barriers are preventing access to finance for women and most vulnerable niches.

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KEY EXPERTS
ANNEXE IV

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in partner country	Languages and degree of fluency from A1 (beginner) to C2 (proficient)*
Giampietro PIZZO	Project Manager	35	61	<i>Master's equivalent in Economics (Political Economy and Statistics) at University of Venice (Italy) and Training course for aid workers in developing countries</i> Associazione di Cooperazione al Rurale in Africa e America Latina (ACRA), Monza, Italy	Management and feasibility studies of credit systems for MSMEs, MFIs and Guarantee Funds, management of projects in support of MSMEs, management of rural development projects, management and realization of education programmes.	<p>Team Leader of the project "Assessment of inclusive access to financial services for women in Gedaref State - Sudan" financed by AICS Khartoum</p> <p>Financial expert "Technical Consultancy in financial organization and innovative financing systems in the health sector" in the programme Dictom-Family medicine financed by AICS Khartoum</p> <p>Team Leader for "Provision of consultancy services for the strategic design of a mutualistic financial mechanism programme in Kassala State" financed by UNIDO</p> <p>Senior Consultant for the assignment "Silatech Impact Assessment Study in Tunisia, Morocco and Sudan"</p>	<p>Italian Native</p> <p>English C1</p> <p>French C1</p> <p>Spanish C1</p>
Alessandro BARONI	Senior Inclusion Expert	15 years of experience within the Humanitarian and Development sector.	46	<i>Certified Expert in SME finance (2020). Courses in Microfinance (2014). Master's degree in Business Strategy (2007). Degree in Political Science (2003).</i>	Financial Inclusion, livelihood specialist, SME and MFI expert. Humanitarian support and Development of rural communities and vulnerable segments: women, youth, migrants, refugees/IDPs, and host communities. Capacity Building and Technical Assistance designing, launching and managing financial and non-financial products and services. Experience with Islamic financial products and markets.	<p>Sudan:</p> <p>Consultancy to wrap-up financial and operational results of an integrated project on livelihood, health, and support to local authorities funded by EU & UNDP in Sudan (Nov-Dec 2009).</p> <p>HQ Desk for the UNA Consortium implementing humanitarian projects in Sudan, Somalia and Kenya (2003).</p>	<p>Italian (C2),</p> <p>English (C2),</p> <p>French (B2),</p> <p>Arabic (A2).</p>

* Levels are based on the Common European Framework of Reference for Languages. See: <https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3-3-common-reference-levels-global-scale>. The linguistic competencies are to be demonstrated by certificate or by past relevant experience.



Curriculum vitae – Key Expert

1. **Proposed role in the project:** Project Manager
2. **Family Name :** PIZZO
3. **First Names :** Giampietro
4. **Date of birth:** 05/09/1960
5. **Nationality :** Italian
6. **Civil status :** Unmarried
7. **Education :**

Institution	Date from	Date to	Degree(s) or diploma(s) obtained
Associazione di Cooperazione Rurale in Africa e America Latina (ACRA), Monza, Italy	December 1986	May 1987	<i>Training course for aid workers in developing countries</i>
University of Venice (Italy)	November 1979	November 1985	<i>Master's equivalent in Economics (Political Economy and Statistics)</i>

8. Language skills:

Language	Reading	Speaking	Writing
Italian		Native	
English	Excellent	Excellent	Excellent
French	Excellent	Excellent	Excellent
Spanish	Excellent	Excellent	Excellent

9. Membership of professional bodies : N/A

10. Other skills Computer skills: Word, Excel, PowerPoint, Outlook

11. Present position:

- Founder and president of Microfinanza S.r.l. (Italy)
- President of the Italian Microfinance Network (RITMI)
- Founder and member of BoD of Microfinanza Rating Srl (Italy)
- Founder and president of Microfinanza Maghreb Sarl (Morocco)
- International expert on financial inclusion

12. Years with the firm: 14

13. Key Qualifications :

Senior microfinance professional with specific skills in rural microfinance

Design, set-up and Management of financial projects

Design, set-up and roll out of financial services; good knowledge of Islamic finance and basic Islamic financial products

Management of projects in support of MSMEs.

Management of rural development projects

Management and realization of education and training programmes

Management and evaluation of women microfinance programmes

International experience with complex projects and programmes funded by International Organisations and UN in Africa, Asia, Latin America and Europe. Long experience in Sub-saharan Africa and Mena Region

Specific experience in the region

Country	Date from	Date to
Algeria	May-June 2000	May-June 2000
Lebanon	July 2018	July 2018
Morocco	February 2020, June 2019, February 2019, March 2018, November 2017, October 2016, July 2016, February 2016, July 2015, September 2014, August 2014, July 2013, February 2005, September 2004, July 2000 – December 2002, March – June 1998	February 2020, June 2019, February 2019, March 2018, November 2017, October 2016, July 2016, February 2016, July 2015, September 2014, August 2014, July 2013, February 2005, September 2004, July 2000 – December 2002, March – June 1998
Tunisie	February 2018, July 2017, April 2015, July – September 2013, March 2013, September 2012, November 2012, February 2008, November 2006, May 2006, January 2006	February 2018, July 2017, April 2015, July – September 2013, March 2013, September 2012, November 2012, February 2008, November 2006, May 2006, January 2006
Sudan	October 2019, November 2019, February 2020 February 2021-June 2021	October 2019, November 2019, February 2020 February 2021-June 2021

14. Professional experience

From: 2007 To : Present: President at Microfinanza SRL (Vicenza, Italy). Actively engaged in leading the design and implementation of various microfinance related technical assistance initiatives, including institutional diagnostics and assessments, evaluations, feasibility studies, market research, product design, institutional strengthening, business planning, etc.

Date from	Date to	Actual working days [1] in FTEs [2]	Location	Company & reference person[3] (name & contact details)	Position	Description
November 2021	February 2022	15 days	Niger	ACK-LuxDev mauret@ackinternational.com	Finance Inclusive Expert	Design and elaboration Finance Inclusive Component of LuxDev Cooperation Programme (2021-26)
August 2021	May 2022	60 days	Cambodia	Marija Polak Project coordinator m.polak@unido.org>	Team Leader	Team Leader of a technical assistance services in support to UNIDO to set-up, implement and manage the investment facility support in favour of post-harvest fisheries MSMEs.
February. 2021	July 2021	20 days	Sudan	AICS Khartoum Vincenzo vincenzo.racalbuto@wfp.org	Team Leader	Team Leader of the project "Assessment of inclusive access to financial services for women in Gedaref State - Sudan" financed by AICS Khartoum for the realization of a field study in the State of Gedaref on financial inclusion.
February 2020	August 2020	13 days	Sudan	AICS Khartoum Vincenzo Racalbuto vincenzo.racalbuto@wfp.org	Financial expert	Financial expert "Technical Consultancy in financial organization and innovative financing systems in the health sector" in the programme Dictom-Family medicine financed by AICS Khartoum
October 2019	November 2019	14 dasy	Sudan	UNIDO Yvonne Lokko	Team Leader	Provision of consultancy services for the strategic design of a mutualistic financial mechanism programme in Kassala State
October 2019	February 2021	20 days	Morocco	MEF ALOUANE Aziz a.alouane@tresor.finances.gov.ma	Strategic Coordinator	Strategic Coordinator of the project supporting 5 rural microfinance institutions and the microcredit sector for fighting against poverty in rural areas of Morocco
September 2018	May 2019	6 days	Afghanistan	Mohammad Khalid Abid- Procurement Specialist at MISFA khalid.abid@misfa.org.af	Impact Evaluator	Impact evaluator for the assignment "Consulting Services for Microfinance Impact Assessment in Afghanistan", for the Microfinance Investments Support Facility (MISFA).
January 2018	June 2019	48 days	Tunisia, Morocco Sudan	Responsible for Tunisia Ali Mnif alimnif@gmail.com	Senior Consultant	Senior Consultant for the assignment "Silatech Impact Assessment Study in Tunisia, Morocco and Sudan"
July 2017	June 2020	40 days	West Bank	Marco Azzalini, Head of Programme - Economic Development Unit (AICS) marcoazzalini@gmail.com	Team leader and Senior Expert on Credit Guarantee Schemes	Team leader and Senior Expert on Credit Guarantee Schemes for the Technical assistance to the Palestinian Fund for Employment and Social Protection (PFESP) and the Jenin LED Platform to launch and pilot a Credit Guarantee Scheme (CGS) jointly supported by AICS and GIZ
May 2017	November 2017	5 days	Tunisia	AICS Tunis	Team Leader	Team Leader of the project "Assistenza tecnica a favore del Ministero



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January 2017				Alessia Tribuiani alessia.tribuiani@aics.gov.it		Tunisia delle Finanze e formulazione di un programma di sostegno al settore privato nell'ambito del programma di cooperazione italo-tunisino 2017-2020 - Programma "Linee di credito per PMI" - for the feasibility study of a Credit Line for Agriculture and Social Economy in Tunisia financed by AICS Tunis
June 2016	June 2017	35 days	Cambodia, Ethiopia, Myanmar, Nepal, Uganda	Andrew Fyfe UNCDF Evaluation Unit Andrew.fyfe@uncdf.org	Senior expert	Senior consultant for the Mid-Term Evaluation of the CleanStart UNCDF Program
May 2016	May 2017	20 days	West Bank	Gerold Schwarz Head of Programme - GIZ gerold.schwarz@giz.de	Team leader and Senior Expert on Credit Guarantee Schemes	TA for the strategic definition and organizational implementation of a Regional Credit Guarantee Scheme for MSMEs in Palestine within the framework of the "Start Up Palestine" - financial tools and technical assistance to promote employment and income generation in Palestine" program.
May 2016	August 2016	25 days	West Bank	Marco Azzalini, Head of Programme - Economic Development Unit (AICS) marcoazzalini@gmail.com	Strategy and microfinance expert	Strategy and microfinance expert of a feasibility study for the establishment of a new CGF within the framework of the "Start Up Palestine" - financial tools and technical assistance to promote employment and income generation in Palestine" program.
July 2014	July 2016	220 days	Morocco	MEF ALOUANE Aziz a.alouane@tresor.finances.gov.ma	Strategic Coordinator	Strategic Coordinator of a two-year programme supporting 5 rural microfinance institutions in terms of product development, governance, risk management, business planning, human resources management, MIS, marketing, etc. (Moroccan Ministry of Finance and Italian Cooperation)
December 2014	July 2015	30 days	Senegal, DRC, Uganda, Rwanda, Ethiopia, Burkina Faso and Malawi	Andrew Fyfe Head of Evaluation Andrew.fyfe@uncdf.org	Team Leader	Final evaluation of YouthStart program, implemented by UNCDF and financed by MasterCard Foundation, aimed at increasing financial inclusion of young (12-24 years old) people, especially young women and girls. (UNCDF)
Total		571				

15. Other relevant information (e.g. publications)

- 2020 Co-author, EIF Working Paper 2020/065 "The social return on investment (SROI) of four microfinance projects"
- 2020 Co-author, EIF Working Paper 2020/066 "Measuring microfinance impact: A practitioner perspective and working methodology"
- 2016 Editor and Co-author (with Rosangela Bee, Marta Bortolazzi, Ivan Carlot, Francesco Terri), "Come un sasso o come un fiore, storie di rifugiati e progetti di vita", Editor Sinopia, Venice, 2016
- 2013 Editor (with Giulio Tagliavini) and author of "Dizionario di Microfinanza - Le voci del microcredito", Editor Carocci, Rome, 2013
- 2011 Report on "Migrant banking" in Italy, European Fund for Integration, Ministry of Interior, 2011
- 2010 Report on Microfinance, Monetary and financial Observatory, University Cattolica, Milan, 2010

Curriculum vitae – Key Expert

1. Proposed role in the project: Senior Financial Inclusion Expert
2. Family Name : BARONI
3. First Names : Alessandro
4. Date of birth: 09/07/1975
5. Nationality : Italian
6. Civil status : Married
7. Education :

Institution	Date from	Date to	Degree(s) or diploma(s) obtained
Frankfurt School Development Finance	Sep-2019	Mar-2020	Certified Expert in SME Finance
Shababeek Centre, Jordan	Jun-2016	Sep-2016	Foundation phase: 250 hours of Arabic language course
SAM School of Microfinance	Sep-2014	Sep-2014	Knowledge and Skills in High-Performance Microfinance (2 weeks training course)
University of Bergamo	Sep-2006	Sep-2007	Master in Business Strategy
EuronAid - MDF	Jan-2003	Mar-2003	Introduction to Planning, Budgeting, M&E, Proposal Writing, based on the PCM approach
ISPI – Fondazione Giordano dell'Amore	Apr-2001	Apr-2001	Training course: Development Projects
State University of Milan	Sep-1995	Apr-2003	Degree in Political Science, International Politics

8. Language skills:

Language	Reading	Speaking	Writing
Italian		Native	
English	C2 (Proficiency)	C2 (Proficiency)	C2 (Proficiency)
French	B2 (Upper-intermediate)	B2 (Upper-intermediate)	B2 (Upper-intermediate)
Arabic / Levantine	1 (beginner)	A2 (Elementary)	A1 (beginner)

9. Membership of professional bodies: Institute of Business Advisors, South Africa (2015/2016)
10. Other skills: strong analytical and communication skills. Computer skills: Word, Excel, PowerPoint, Outlook
11. Present position: Senior Financial Inclusion Expert at Microfinanza Srl.
12. Years with the firm: three years.
13. Key Qualifications :
 - Financial Inclusion, Development Finance & Microfinance Specialist (supporting SMEs, MFIs and local institutions in partnership with Donors, DFIs, Investment Facilities and INGOs).
 - Project/grant manager with extensive experience writing projects, ToRs, MoUs, assuring M&E and spot-on reporting to donors and partners.
 - Field experience assessing, monitoring and implementing multi-components projects in rural and remote environments
 - Technical Assistance and Capacity Building experience designing and managing adult education trainings and curricula.

Specific experience in the region

Country	Date from	Date to
Sudan	Nov-2009 Apr-2003	Dec-2009 CESVI Dec-2003 UNA – CESVI
Somalia	Aug-2009 Apr-2003	Nov-2009 INTERSOS Dec-2003 UNA – CESVI
Kenya	Jul-2013 Aug-2009 Apr-2003	Apr-2016 Microfinanza - Symbiotics Nov-2009 INTERSOS Dec-2003 UNA – CESVI
Ethiopia	Mar-2020	Dec-2002 LFS – KFW
Eritrea	Jan-2004	Dec-2004 CESVI
Jordan	Oct-2016	Jun-2019 MEDA / FHI360 – USAID
Tunisia	Jan-2021	Feb-2021 LFS – KFW
Uganda	Jul-2013	Apr-2016 Microfinanza - Symbiotics
Tanzania	Jul-2013	Apr-2016 Microfinanza - Symbiotics



14. Professional experience

From Mar-2020 to Feb-2021: freelance development advisor at *LFS Advisory GmbH*. Member of the foundation consultancy and interim management project for the Special Initiative IFE on training and job creation financed by KfW (the German Development Bank). Actively involved in the review of concept notes and Investment Proposals in Ethiopia, Tunisia and Cote d'Ivoire to promote high impact initiatives for sustainable development, job creation, capacity building and economic inclusion of vulnerable and unserved segment of the society (special focus on women and youth).

From Oct-2016 to Sep-2019: Access to Finance Senior Technical Advisor and Project Support Specialist for the *Local Enterprise Support Project* funded by *USAID Jordan*, implemented by a consortium between *FHI360* and *MEDA*. Coordinated the assessment, design and delivery of financial and non-financial products and service to home-based businesses and M-SMEs (over 90% of beneficiaries were women and youth of Islamic belief).

From Jun-2013 to Apr-2016: TA Analyst for the TA Facility managed by Microfinanza/Symbiotics TA Facility. Initially conceived for the Regmifa Investment Fund for Sub-Saharan Africa, TA interventions were expanded to MENA and Asia. Technical support was provided through the assessment, design, launch and implementation of non-financial services (soft skills & technical skills capacity building projects) to MFIs and SMEs.

From Dec-2009 to Jun-2013: Regional Programme Manager and Administrator for the *Limpopo Transboundary Programme* funded by AICS, implemented by IUCN and executed by CESVI. Supported and managed a series of integrated livelihood initiatives for displaced and vulnerable communities in the Great Limpopo Transfrontier Conservation Area. Interventions required the institutionalization and coordination of technical and political committees, to assess and design projects, allocate budgets, monitor results and share lessons learned through scientific reports and papers.

From Nov-2009 to Dec-2009: *CESVI* consultant on a multi-component project on livelihood, health, and support to local authorities in Sudan. The project was funded by EU & UNDP, while implemented by a consortium between CESVI, World Vision and VFSG. The mission required the interview of staff and partners, the review of operational and financial support documents and support to wrap up the final project's report to donors.

From Aug-2009 to Nov-2009: *INTERSOS* Administrator for Kenya and Somalia. Provided planning, management, HR and reporting services in support to humanitarian projects in the region. The projects were funded by MAE, UNHCR, UN and Global Fund.

From Jan-2004 to Dec-2004: *CESVI* Country Representative in Eritrea, with a portfolio of emergency (WASH) and development projects (livelihood) for IDPs and underserved communities in *Gash Barka* and *Red Sea* regions (bordering Sudan). Supervised projects' implementation and financial and operational reporting to donors (UNDP, UNHR, UNICEF, ECHO and Regione Lombardia).

From Apr-2003 to Dec-2003: *UNA Consortium Desk Officer*. Back stopper admin and reporting support to the East African office, implementing cooperation and development projects in Somalia, Kenya, Sudan and Tanzania.

Date from	Date to	Actual working days (1) in FTEs (2)	Location	Company & reference person(s) (name & contact details)	Position	Description
Mar-2020	Feb-2021	40 days	Ethiopia, Tunisia, Cote d'Ivoire	LFS Advisory GmbH Germany. Patrick Schoeneborn - MD* info@lfs-advisory.com *He currently works at KfW.	Consultant Business Analyst	Member of the foundation consultancy and interim management project for Special Initiative IFE on training and job creation financed by KfW (German development Bank).
Oct-2016	Sep-2019	780 days	Jordan	FHI360 - USAID LENS Jordan Rashad Bihars - Chief of Party* rashad_b@medec.gov.jo	Senior Technical Advisor	Access to Finance Senior Technical Advisor and Project Support Specialist for the Local Enterprise Support Project funded by USAID Jordan, for the assessment, design and delivery of financial and non-financial products and

Jun-2015	Apr-2016	238 days	South Africa, Sub-Saharan, MENA and Asia	*He currently works at the ministry of Digital Economy and Entrepreneurship. Symbiotics Nelly Elimbi – TA Program manager* nelly.elimbi@unecdf.org *She currently works at the UNCDF Microfinanza Srl Massimo Vita – Partner Massimo.vita@microfinanza.com	TA Analyst	TA Analyst for the Symbiotics TA Facility funded by donors and DFIs to complement financial services with soft skills & technical skills capacity building to MFIs and SMEs in developing and emerging countries (Sub-Saharan Africa, MENA and Asia).
Jul-2013	May 2015	498 days	South Africa and Sub-Saharan Africa	Microfinanza Srl Massimo Vita – Partner Massimo.vita@microfinanza.com	TA Analyst	TA Analyst for the REGMIFA TA Facility, a Regional M-SME Investment Fund that partners with MFIs to provide better financial inclusion to entrepreneurs through financial and non-financial services.
Dec-2009	Jun-2013	910 days	South Africa, Zimbabwe and Mozambique	CESVI Paolo Caroli – Programme Director* Paolo.caroli@yahoo.com *He currently works as a freelance.	Regional Programme Manager and Administrator	Regional Programme Manager and Administrator for the Limpopo Transboundary Programme funded by AICS, implemented by IUCN and executed by CESVI. The programme identified and promoted a series of integrated livelihood initiatives for displaced and vulnerable communities in the Great Limpopo Transfrontier Conservation Area.
Nov-2009	Dec-2009	10 days	Sudan	CESVI Vincent Annoni – Country Representative* vincent.annoni@gmail.com *He currently works at the IPRC	Consultant	Consultancy to wrap-up financial and operational results of an integrated project on livelihood, health, and support to local authorities funded by EU & UNDP in Sudan (Nov-Dec 2009), implemented by a consortium between CESVI, World Vision and VFSG.
Aug-2009	Nov-2009	80 days	Kenya, Somalia	INTERSOS Marco Rotelli – President intersos@intersos.org *He currently works at the IPRC	Administrator (admin, finance, logistic)	As administrator, I provided planning, management and reporting services in support to humanitarian projects in Somalia and Kenya. Projects were funded by AICS (MAE), UNHCR, UN HRF and Global Fund.
Jan-2004	Dec-2004	260 days	Eritrea	CESVI Stefano Piziali – Desk Officer* stefano.piziali@weworld.it *He currently works at Weworld	Country Representative	Country Representative with a portfolio of emergency (WASH) and development projects (livelihood) for IDPs and underserved communities in Gash Barke and Red Sea regions - bordering Sudan. Projects were funded by UNDP, UNHR, UNICEF, ECHO and Regione Lombardia.
Apr-2003	Dec-2003	195 days	Sudan, Kenya, and Somalia.	UNA Consortium Paolo Caroli – President* Paolo.caroli@yahoo.com *He currently works as a freelance	Desk Officer	HQ Desk officer for the consortium of 6 Italian NGOs that covered cooperation and development projects in Somalia, Kenya, Sudan and Tanzania.
Total		3,011				

15. Other relevant information (e.g. publications)

- Article: Startup Lending in Jordan: Successes, Lessons and Opportunities (USAID, 2019).
- Article: How we're supporting Jordanian businesses in remote areas to access finance (USAID, 2018)
- Editor of the Financial education platform: Sweat Your Assets.org



FINANCIAL INCLUSION SCHEME ESTABLISHMENT

FINANCIAL OFFER
JANUARY 2022



ANNEX V: BUDGET

Global price: EUR 950.000,00

(Nine hundred and fifty thousand/00)

Results	Amount in EUR
R1 - Reinforce women's and other excluded groups' business skills and financial literacy level, ensuring the development and distribution of non-financial services to 18 000 people, of which at least 85% of women (objective 1.)	€ 263.000,00
R2 - Increase women and excluded people resilience, ensuring the development and distribution of non-financial services concerning family plan and budget, education, health and gender equality (objectives 1 and 3)	€ 120.000,00
R3 - Increase women's and excluded people's saving and investment capacity, ensuring access to financial services (saving and/or loan products) to women, based on their level of vulnerability and type of business. (objective 2)	€ 157.000,00
R4 - Create a sustainable mechanism to foster women's access to basic health services. (objective 3)	€ 60.000,00
R5 - Establish a multi stakeholder and flexible program structure and governance, ensuring fast and effective fund allocation and project's institutionalisation in the long term. (objective 4)	€ 350.000,00
TOTAL	€ 950.000,00


MICROFINANZA S.r.l.
 Stradella della Rorchetto, 22
 36100 Vicenza - ITALIA
 P. IVA 02875690246

www.microfinanza.com



Annex "Timetable of services and payments"

Payment	%	Timing	Output to be received by the contractor before invoicing the payment	NOTE
1	40%	At the beginning of the implementation	Inception Report to be produced after two weeks from the start of implementation.	Beginning of the implementation 1st of April 2022.
2	25%	7 months	PHASE A (vd ToR) -preliminary assessment -list of financial and non financial institutions -proposal of project governance, structure, exit strategy with a specific definition of the Fund Manager role and FAB composition <i>Output should be endorsed by the involved institutions</i>	7 months: October 2022 After the outcome received and upon approval of its content, in term of quality and consistency, the payment will be submitted within December 2022.
3	25%	14 mesi	Interim Report -A catalogue of the developed services -Specific roll-out strategy and plan for each service and institution <i>Output should be endorsed by the involved institutions</i>	14 months: May 2023 After the outcome received and upon approval of its content, in term of quality and consistency, the payment will be submitted within July 2023.
			PHASE B (vd ToR) PHASE C (vd ToR) A/ Provide a capacity building technical assistance to the FAB and its fund manager B/ Provide a capacity building technical assistance to financial and technical institution in charge of the services delivery	



				B/At least in 2 States		<ul style="list-style-type: none"> -Manual of procedure of the FAB's fund manager -M&E KPI list and framework -Manual of the M&E process and procedure 	
				Interim Report		The interim report shall include regular update of the baseline M&E framework as well as list of selected KPIs.	
4	10%	20 months		PHASE C (vd ToR) 3 States completed DRAFT FINAL REPORT		B/ Provide a capacity building technical assistance to financial and technical institution in charge of the services delivery	20 months: November 2023 After the outcome receipt and upon approval of its content, in term of quality and consistency, the payment will be submitted within December 2023.
		22 months		FINAL REPORT			22 months: January 2024

ORIGINAL



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	Microfinanza Srl		
IBAN/ACCOUNT NUMBER ③	IT59K0103060520000001155609		
CURRENCY	EUR		
BIC/SWIFT CODE	PASCITM105B	BRANCH CODE ④	
BANK NAME	Banca Monte dei Paschi di Siena		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	Via 24 Maggio, 31		
TOWN/CITY	Montebello Vicentino	POSTCODE	36054
COUNTRY	Italy		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	Microfinanza Srl		
STREET & NUMBER	Stradella della Racchetta 22		
TOWN/CITY	Vicenza	POSTCODE	36100
COUNTRY	Italy		

REMARK	
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BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory) 03/01/2022
	SIGNATURE OF ACCOUNT HOLDER (Obligatory) MICROFINANZA s.r.l. Stradella della Racchetta, 22 36100 Vicenza - ITALIA P. IVA 02675690246

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



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**MONTE
DEI PASCHI
DI SIENA**
BANCA DAL 1472

Estratto Conto n. 11556.09
al 30/06/2021
Periodo di riferimento: 01/04/2021 - 30/06/2021

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ORIGINAL

Conto corrente

C/C N. 11556.09

Intestato a: MICROFINANZA SRL

IBAN IT 59 K 01030 60520 000001155609

Divisa e Tipo conto IN EURO ORDINARIO

MICROFINANZA SRL

STRADELLA DELLA RACCHETTA, 22

36100 VICENZA VI

Riferimenti

Il Responsabile della Filiale:

Il Gestore della Relazione:

c/o MONTEBELLO VICENTINO, Filiale di VIA

VENTIQUATTRO MAGGIO 31

Tel. +390444440233

Il Contact Center: 800.41.41.41

Il sito Internet: www.mps.it

Banca Monte dei Paschi di Siena

Più forza alle persone.

mps.it

Riepilogo conto corrente

Saldo iniziale al 01/04/2021

Totale entrate

Totale uscite

Saldo finale al 30/06/2021

Avvisi - dettagli all'interno

- Decreto Legislativo del 30 luglio 2020 n. 100, c.d. "DAC6"
- SMS Alert

ORIGINAL



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	Microfinanza Srl		
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM	Società a Responsabilità Limitata - Limited and Liability Company		
ORGANISATION TYPE	FOR PROFIT	<input checked="" type="checkbox"/>	
	NON FOR PROFIT	<input type="checkbox"/>	NGO ② YES <input type="checkbox"/> NO <input type="checkbox"/>
MAIN REGISTRATION NUMBER ③	VI-282442		
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	Vicenza	
	COUNTRY	Italy	
DATE OF MAIN REGISTRATION	25	10	2000
	DD	MM	YYYY
VAT NUMBER	IT02875690246		
ADDRESS OF HEAD OFFICE	Stradella della Racchetta 22		
POSTCODE	36100	P.O. BOX	
		CITY	Vicenza
COUNTRY	Italy	PHONE	+390444326792
E-MAIL	info@microfinanza.com		

DATE 3/01/2022

SIGNATURE OF AUTHORISED REPRESENTATIVE

STAMP

MICROFINANZA s.r.l.
Stradella della Racchetta, 22
36100 Vicenza - ITALIA
P. IVA 02875690246

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.



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