EVALUATION OF THE 2016-2021 UNIFIED BUDGET, RESULTS AND ACCOUNTABILITY FRAMEWORK (UBRAF)

Request for Proposal (RFP) via E-Tendering
Reference Number: RFP-2019-06
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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out an Independent Evaluation of the contribution of the UNAIDS Joint Programme to the goals and targets in the 2016-2021 UNAIDS Strategy (i.e.: The joint evaluation of the 2016-2021 Unified Budget, Results and Accountability Framework (UBRAF)).

The independent evaluation is designed primarily for organizational learning but also for accountability purposes. It will assess the work of the Joint Programme in the first three years of the UNAIDS 2016-2021 Strategy and the UBRAF at country, regional and global levels.

The evaluation will review progress against the outputs in the UBRAF and the goals and targets in the UNAIDS Strategy. It should identify what the Joint Programme needs to and can do in the future, and how the UNAIDS Secretariat and Cosponsors will need to evolve to end the AIDS epidemic by 2030, given the changing AIDS context, which includes ongoing UN reform efforts, shifting priorities and availability of resources.

The context also includes the role of civil society and other stakeholders such as the Global Fund to Fight AIDS, TB and Malaria as well as PEPFAR (the US Government’s AIDS programme), the Universal Health Coverage agenda and the Global Action Plan for healthy lives and wellbeing for all.

The evaluation is expected to provide actionable recommendations for the last biennium of the UBRAF implementation and inform the development of UNAIDS next Strategy and UBRAF and the future positioning of the Joint Programme.

The diagram below shows the role of the evaluation as an input to define UNAIDS path towards 2025 and beyond. As consultations on UNAIDS next Strategy are scheduled to start in early 2020, preliminary evaluation findings and recommendations are needed by the end of 2019.

Key documents:

- UNAIDS Strategy 2016-2021
- 2016-2021 Results and Accountability Framework (UBRAF)
  (http://www.unaids.org/sites/default/files/media_asset/20160623_UNAIDS_PCB38_16-10_Revised_UBRAF_EN.pdf)

UNAIDS is an organization that is dependent on voluntary core and non-core contributions. Bidders are therefore requested to propose the best and most cost-effective solution to meet UNAIDS requirements while ensuring a high level of service. For more information about UNAIDS see www.unaids.org.
1.2 Characteristics of the bidder

1.2.1 Status
The provider shall be a public institution, company, individual consultants or NGO operating in the field of programme evaluation. The bidder should be able to demonstrate extensive experience and expertise in conducting mixed method evaluations, which include a balance between technical skills for collecting and assessing both qualitative and quantitative data. The bidder should also possess strong strategic and country programmatic experience and capacity to analyse the findings of the evaluation and to provide actionable recommendations.

1.2.2 Accreditations
No specific requirement.

1.2.3 Previous experience
Previous work with UN agencies or other international institution operating in the field of public health or development;
Proven experience in conducting programme evaluations, including the use mixed methodologies and techniques to verify subjective data.

1.2.4 Logistic capacity
Able to undertake most of the assignment from the contractor’s own office with teleconferencing capacities. The contractor will be required to arrange own travel to the locations of the evaluation (12 countries in 6 regions) and will be required to mobilise local consultants in those countries. Up to 15 days field of work is expected to be required per country to complete the 12 country case studies.

1.2.5 Staffing
The evaluation will be carried out by a team of independent external consultants, offering a mix of evaluation expertise and HIV expertise and knowledge. For the countries where case studies will be conducted, the team should include local consultants. This is important to ensure consideration of contextual knowledge into the analysis.

Mix of experience:
- Relevant professional and academic qualification (public health, health economics, epidemiology);
- At least 15 years of experience in leading/conducting global programme evaluations, preferably on interventions in the areas of public health or development;
- Demonstrated knowledge of the HIV epidemic and response;
- Proven experiences with qualitative, quantitative data collection and analysis;
- Demonstrated experience with evaluations involving the case study approach;
- Expertise in secondary data analysis of HIV/AIDS and programme monitoring data;
- Proven experience and/or expertise on advocacy and policy development and country programming on women’s and girls’ empowerment and gender equality, and gender mainstreaming. Knowledge or expertise on SRHR and GBV-related issues an asset.
- Ability and proven experience of the application of the Human Rights Based Approach; and of other equity and human rights issues;
- Ability to synthesize information across multiple sources and craft key findings and conclusions that are well-evidenced;
- Knowledge of UNAIDS Joint Programme roles, mandate and programming;
- Knowledge of UN evaluation norms and standards;
- Excellent analytical skills and writing skills;
- Strong interpersonal and communication skills and ability work with different people from different background to deliver quality product within shorter period;
- Experience with analysis of HIV/AIDS expenditure and costing data;
- No previous involvement/engagement in the design and/or delivery of the UBRAF.

Language: Demonstrated excellent writing and oral skills in English. Ability to provide oversight of and quality assure local consultants working in French and Spanish or Portuguese.
1.3 Work to be performed
1.3.1 Key requirements

Scope of the evaluation

The evaluation will cover Joint Programme actions at the global, regional and country levels over a three-year period: 2016, 2017 and 2018 (partly extending to 2019, when data collection is performed). As a rough estimate, about 30% of the evaluation resources should go towards the global level and about 70% towards the regional and country levels.

Geographical scope

<table>
<thead>
<tr>
<th>Global level</th>
<th>Included (document review, focus groups and/or interviews with stakeholders)</th>
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</thead>
<tbody>
<tr>
<td>Regions</td>
<td>All 6 regions (survey and document review possibly complemented by interviews)</td>
</tr>
<tr>
<td>Countries</td>
<td>• All countries (survey, light desk review/secondary data)</td>
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<tr>
<td></td>
<td>• 12 countries case studies (purposive selection of countries covering all regions) with in-depth desk review and field missions. Case studies will cover different epidemic and operational contexts (i.e., Fast-Track countries and other countries). Country case studies should not only look at national aggregate data but also consider more disaggregated data at the sub-population and sub-national level, and specific outliers among key HIV outcome indicators.</td>
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Within the strategic results areas (SRAs) of the UBRAF, the evaluation should look at the most critical advances and barriers that have shaped the control of the HIV epidemic as it exists today and the role and contribution of the UN Joint Programme on AIDS in this regard. Primarily, focus will be on systemwide and joint aspects of the work of the Joint Programme, including elements that would not be captured by individual Cosponsor or UNAIDS Secretariat evaluations. However, the evaluation cannot avoid considering what individual Cosponsors and the Secretariat bring to the Joint Programme and are or should be accountable for.

Thematic scope

| Strategic results areas (SRA) | SDG 3 Good health and well-being | Result Area 1 - Children, adolescents and adults living with HIV access testing, know their status and are immediately offered and sustained on affordable quality treatment |
|                             | SDG 10 Reduced inequalities     | Result Area 2 - New HIV infections among children eliminated and their mother's health and well-being is sustained |
|                             | SDG 5 Gender equality           | Result Area 3 - Young people, especially young women and adolescent girls, access combination prevention services and are empowered to protect themselves from HIV |
|                             | SDG 16 Peace, justice and strong institutions | Result Area 4 - Tailored HIV combination prevention services are accessible to key populations including sex workers, men who have sex with men, women who inject drugs, transgender people, and prisoners, as well as migrants |
|                             | SDG 17 Partnerships for the goals | Result Area 5 – Women and men practice and promote gender norms and work to end gender-based, sexual and intimate partner violence to mitigate risk and impact of HIV |
|                             | UNAIDS Secretariat functions     | Result Area 6 - Punitive laws, policies, practices, stigma and discrimination that block effective responses to HIV are removed |
|                             |                                    | Result Area 7 - AIDS response is fully funded and efficiently implemented based on reliable strategic information |
|                             |                                    | Result Area 8 - People-centred HIV and health services are integrated in the context of stronger systems for health |

Evaluation criteria and areas of enquiry

The evaluation should utilize the Organisation for Economic Co-operation and Development, Development Assistance Committee (OECD/DAC) evaluation criteria, as defined below:

- **Relevance** – The extent to which the UBRAF design and intended results are consistent with the needs of key stakeholders and population groups and how it can remain relevant in the future. Is the Joint Programme implementing a package of support that is responsive to country, regional and global needs, in line with the UN comparative advantage, covering the “right mix” of actions, in a range of different contexts and considering other stakeholders’ programmes?
• **Effectiveness** – The extent to which the Joint Programme through the UBRAF has achieved or expects to achieve intended results (UBRAF outputs and contributions to UNAIDS Strategy results, Fast-Track commitments, national priorities and broader outcomes across the SDGs). What has been the type and scale of support over the past three years, and which are the areas where more progress has been made compared to those that have made less progress? What can be said about the contribution of each Joint Programme partner (Secretariat and Cosponsors) as well as gaps in support needed?

• **Efficiency** – The extent to which the UBRAF investments (core and non-core resources) have achieved value, and whether the Joint Programme partnership model is fit for purpose. How has the UBRAF served as a planning, monitoring and reporting tool and how could the way the Joint Programme plans (UBRAF results framework) and reports (results-based reporting) be improved.

• **Sustainability** – The extent to which the interventions can be reasonably expected to contribute to positive change towards the SDGs and among population groups and the continuation/likely continuation of positive effects. What is the extent of Joint Programme efforts and success in strengthening systems/institutions/capacities to sustain AIDS results? Where relevant, how is the Joint Programme supporting the transition from external funding from major donors?

As the evaluation is carried out at the mid-point of UNAIDS 2016-2021 Strategy and UBRAF, *impact* is not explicitly assessed through the evaluation.

The above criteria are considered together with key areas of enquiry and will be further refined through the formulation of evaluation questions at the inception phase. Each question will address one or more of the criteria in its intent. The evaluation questions are intended to give a more precise form to the evaluation and articulate the most critical issues to stakeholders, thereby optimizing the focus and utility of the evaluation.

Evaluation questions will be reviewed and discussed by the reference group for the evaluation, assessing the usefulness and feasibility of each question. To be as utilization-oriented as possible, the reference group discussion to define evaluation questions will also cover what key decisions, actions, processes, etc., might be meaningfully informed by the findings, conclusions and recommendations of the evaluation.

Activities undertaken by other partners (governments, civil society, Global Fund and PEPFAR, the private sector) are to be analysed and assessed under the angle of coherence and partnerships but are not assessed as such.

**Areas of enquiry** (to be refined during inception)

1. **The Joint Programme partnership model** and whether it is fit for purpose. The extent to which the UBRAF is bringing coherence and synergy to the efforts of UNAIDS Cosponsors and Secretariat and those of other actors. Issues to consider beyond coordination include the overall management of the partnership towards common goals, communication with and among the partners, structural and functional clarity, transparency, etc. Has the evolution of the Joint Programme model (new operational/resource allocation model established in 2017) matched epidemic and organizational needs and expectations? Assessment of Joint Programme capacity and adequacy of allocation of human resources and financial resources (core and non-core) against the needs of the AIDS response, and the role of the Joint Programme Division of Labour. How is the Joint Programme dealing with reduced resources? How has it prioritised in such an environment?

2. **Mobilization and leveraging of resources.** What has been the role of the UBRAF in leveraging (or replacing) Cosponsor resources, also looking at integration, linkages and synergies with other Cosponsor programmes which are not focused on HIV or AIDS? To what extent have the efforts of the Cosponsors and Secretariat supported the mobilisation of additional resources and political commitment for the AIDS response? To what extent has the Joint Programme been able to leverage and optimize the use of Global Fund, PEPFAR and other resources?
3. Gender mainstreaming and contribution to gender equality. To what extent has gender been mainstreamed in the UBRAF and the UBRAF contributed to gender equality? Has the Joint Programme paid adequate attention to the links between HIV and gender-based violence (GBV) against women and girls? Has the focus on GBV-HIV links in addressing the needs and rights of key populations been sufficient? What is the trend in Joint Programme resource flows for gender equality and women’s empowerment, and resources devoted to women’s, including young women’s, HIV movement? Are data reported in a gender and age disaggregated manner?

4. A Human Rights Based Approach. To what extent has the principle of non-discrimination, beyond gender discrimination, been mainstreamed, with a view of leaving no one behind (SDG approach)? This should also include broader social enablers and participation by stakeholders. In which ways has the Joint Programme contributed to reduce inequity, such as in access to services, if at all, and how could this be strengthened? What is the extent of addressing and reporting on structural barriers (such as stigma or violence) and social enablers, rooted in intersecting forms of discrimination and exclusion? Is data on human rights violations triangulated from a variety of sources, including from civil society? Are countries getting adequate support on policy and law reform – and is the balance across global, regional and country levels right (norm setting versus technical support)? What is the trend in Joint Programme resource flows for addressing stigma and discrimination? Are resources being allocated according to the 2016 Political Declaration targets (6% of funding should go to social enablers)?

5. Participation and inclusion in planning and implementation. What is the extent of greater meaningful and measurable involvement of communities, civil society, people living with HIV, women and young people’s groups, and key populations? What is the extent to which Joint Programme support corresponds to the needs of key populations and the most vulnerable and how does the Joint Programme promote their contribution to key national or local forums? Are Joint Programme efforts reaching most left behind adolescent girls who are especially affected, at risk of or living with HIV, with adolescent-friendly and gender-responsive approaches? 

[UNAIDS five main key population groups are: (i) sex workers and their clients, (ii) gay men and other men who have sex with men, (iii) transgender people, (iv) people who inject drugs and (v) prisoners and people in other closed settings].

6. The Joint Programme in the context of UN reform and evolving AIDS landscape. How is the Joint Programme contributing to progress across the SDGs, such as health and community systems strengthening? How does the Joint Programme set-up and functioning respond to UN reform demands and processes and other key organizational changes around the SDGs? How is AIDS positioned in the UN Development Assistance Frameworks (UNDAFs) at country level? How relevant are Joint Teams and other structures of the Joint Programme for the evolving AIDS response and UN reform more broadly?

Proposed methodology for the evaluation

The evaluation should use a mix of qualitative and quantitative methods and triangulate data collected from different sources.

The methodology is to be defined/elaborated by the contractor in the evaluation inception report and approved by the management group for the evaluation. This includes an analytical framework and a theory of change (based on the narrative TOC by strategic result areas in the UBRAF document (no visual version of the TOC by result area is available) and reassessed and revised as needed in the context of this evaluation); evaluation matrix with questions, assumptions and indicators; strategy for collecting and analysing data; evaluation tools; and a work plan.

Some indicative elements are listed below:
- **Desk review.** The review should include Performance Monitoring Reports (PMRs); Joint UN Plans on AIDS (2018-2019) and JPM reports (2016, 2017 and 2018); the Report of the Global Review Panel on the future of the Joint Programme operating model and the resulting action plan; as well as any HIV-related evaluations carried out by Cosponsors in the period covered by the evaluation (2016-2018) and external data (for triangulation purposes) such as the Global AIDS Monitoring (GAM) data ([http://aidsinfo.unaids.org/](http://aidsinfo.unaids.org/)). See Annex III for an overview of sources of data.

- **Analytical summary** of findings from existing HIV-related evaluations carried out by individual agencies covering 2016-2018 (partly or in full), as stand-alone evaluations or as part of broader programmatic evaluations, and other relevant external data sources outlined in the inception report related to HIV and AIDS. See Annex III for an overview of available evaluation data. This analysis is intended “as relevant” to responding to evaluation questions.

- **Direct observation.** Some form of direct observation of the working of the Joint Programme may be also included in the evaluation as feasible and relevant.

- **Web based/electronic survey** with implementers and key stakeholders at the global, regional and country level (all countries): UN agencies, governments, civil society, donors and others.

- **Skype/webex and focus group interviews** with implementers and key stakeholders at the global and regional level: UN agencies, governments, civil society, donors and others.

- **Country case studies/visits** (12 countries, up to 15 working days field work per country) with review of relevant country documents, face-to-face interviews and focus group discussions with national and local partners: UN staff and governments (National AIDS Councils, Ministries of Health, other), civil society, PLHIV, key populations, women groups, community representatives, donors. Direct observation (of programmes/processes) where possible. Case studies will not only look at national aggregate data but also consider specific outliers among key HIV outcome indicators and more disaggregated data at the sub-population and sub-national level. Possible criteria to be used for the selection of country visits are presented in Annex II.

Data triangulation and objective sources of information and robust data are needed to ensure validity and reliability of findings and conclusions. A process to review the sources of information as well as the selection of respondents and the quality of the data should be part of the design of the evaluation, so to explain the level and quality of evidence used to make judgements.

**Management of the evaluation**

The UNAIDS evaluation office has overall responsibility for managing and shepherding the evaluation to completion in a credible, transparent, and utilization-focused manner, in adherence with UNEG norms and standards – from preparing an initial draft of the terms of reference to the day-to-day management in accordance with the agreed terms of reference.

The UNAIDS evaluation office will facilitate linkages with UNAIDS country offices for in-country evaluation missions and liaise with global and regional staff of UNAIDS Secretariat and Cosponsors as needed. The UNAIDS country offices will facilitate engagement of Joint UN Teams on AIDS, country officials and key stakeholders.

Two groups are established for this evaluation: a **management group and a reference group**. At the stage of the draft final report, a face-to-face workshop between the team of evaluators and the reference group will be organized.

**Responsibilities and deliverables of the contractor (team of evaluators/consultants)**

The evaluation team will be responsible for:

- The design, planning and implementation of the evaluation and the evaluation report, using an approach to be presented in the inception report and agreed by the evaluation management group, and for delivering in accordance with agreed specifications and timeline;
• Regularly updating the evaluation management group on its progress at all phases of the evaluation, and seeking group members’ guidance, decisions and actions in a timely fashion on key areas essential to ensuring evaluation’s quality, credibility, and ultimate utility;
• Engaging staff within the UNAIDS Secretariat and Cosponsors and any partners to ensure satisfactory delivery of all deliverables.

The selected evaluation team will be expected to carry out the evaluation with a high degree of operational autonomy (for example by scheduling relevant meetings with stakeholders) and manage their own travel and other administrative arrangements.

Deliverables

**Deliverable 1: Inception report with methodology**
The inception report should detail the evaluators’ understanding of what is being evaluated and why, including an agreed set of questions and showing how each evaluation question will be answered by way of: proposed methods; sources of data; and data collection procedures. The inception report should also include an evaluation matrix, drafts of the instruments and data analysis plan; schedule of tasks, activities and deliverables and final selection criteria of countries to include for in depth-analysis and country visits.

**Deliverable 2: Intermediate products presenting draft findings**
These products include short notes on case studies (by region or groups of countries), power point presentations with findings from document reviews or other. Intermediate products are meant to get early feedback from the management and reference groups and ensure the evaluation is proceeding on the right track.

**Deliverable 3: Draft evaluation report and PowerPoint presentation**
To be submitted to the UNAIDS evaluation office and presented to members of the management group and the reference group for review and inputs.

**Deliverable 4: Final evaluation report with executive summary and PowerPoint presentation**
To be submitted to the UNAIDS evaluation office. The report should be submitted in English. The quality of the report will be determined based on quality standards (ref. OECD/DAC’s Quality Standards for Development Evaluation and UNEG standards for reports) and will be reviewed by the evaluation reference group and management group. Information by country may be covered by specific annexes to the report. The database with raw data that was collected should be handed over to UNAIDS evaluation office. Ownership of the data will rest with UNAIDS.
### Timeline for the evaluation

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<tr>
<th>Month</th>
<th>Steps / Deliverables</th>
<th>Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>June - July 2019</td>
<td>Contracting of evaluation team</td>
<td>UNAIDS evaluation office</td>
</tr>
<tr>
<td></td>
<td>Structuring of the evaluation and initial desk review, establishment of contact with countries, analysis and (re) construction of the theory of change, formulation of evaluation questions</td>
<td>Evaluation team</td>
</tr>
<tr>
<td></td>
<td>Draft inception report with evaluation framework, methodology and tools</td>
<td>Evaluation team</td>
</tr>
<tr>
<td></td>
<td>Review and comments by management group (methodological approach)</td>
<td>Coordinated by UNAIDS evaluation office</td>
</tr>
<tr>
<td></td>
<td>Review and comments by reference group (evaluation questions and evaluation matrix)</td>
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</table>
|                   | Finalization of inception report and evaluation plan **Deliverable 1: Inception report with methodology**  
*Note: As the key evaluation questions have not been identified and areas for inquiry are broad, time has been factored in (during inception phase) to finalize them.* | Evaluation team (the final inception report to be reviewed by the reference and management group and agreed by the management group) |
| August - November 2019 | Data collection and analysis (12 case studies, document review, secondary data analysis, virtual interviews and an e-survey) Field missions  
**Deliverable 2: Submission of draft findings in the form of intermediate products (short case study notes (by region), power point presentations)** | Evaluation team                  |
| December 2019     | Workshop for validation of evaluation findings (preliminary) and recommendations                                                                                                                                     | Facilitated by evaluation team   |
| December 2019     | Presentation of preliminary findings to the UNAIDS Board (TBC)                                                                                                                                                     | UNAIDS evaluation office         |
| January/February 2020 | Writing of draft report  
**Deliverable 3: Submission of draft evaluation report**                                                                                                                                                | Evaluation team                  |
|                   | Review and comments by management group (quality assurance) and reference group (soundness of findings, recommendations)                                                                                   | Coordinated by UNAIDS evaluation office |
| March 2020        | Integration of comments and finalization of the report  
**Deliverable 4: Submission of final evaluation report and PP presentation**                                                                                                                                     | Evaluation team                  |

As consultations on UNAIDS next Strategy are scheduled to start in early 2020, there is little room to adjust the timeline of the evaluation. Preliminary evaluation findings and recommendations therefore need to be available before the end of 2019.
1.3.2 Reporting requirements
The evaluation report should clearly, succinctly, and impartially describe findings, conclusions, and recommendations. The report should be kept to a maximum of 80 pages and the executive summary limited to 8-10 pages maximum. Where relevant, simple graphical elements to convey material very clearly and succinctly should be used. Main components are:

- Cover and title pages
- Executive summary (contains evaluation purpose, evaluation questions, brief description of programme being evaluated, data collection methods, analytical methods, evaluation findings, limitations, conclusions and recommendations);
- Programme background (brief description of programme to be evaluated including dates of implementation, total cost, geographical location, and objectives);
- Evaluation purpose and questions
- Evaluation design, methods, and limitations (overall evaluation design, type of evaluation, summary of stakeholder engagement, data collection methods and rational as aligned to evaluation questions, sources of data, analytical methods and rationale, ethical considerations, adjustments (if any) from the approved protocol, procedures used to ensure that data are of the highest achievable quality, limitations of the design and methods);
- Findings (key findings for programme improvement in relation to evaluation questions, unexpected findings, graphical representation of results where relevant);
- Conclusions
- Recommendations (actionable, feasible, and specific recommendations based on the conclusions: no more than 10. Recommendations should be divided into: short term (for the 2016-2021 UBRAF and longer term (for the next UNAIDS Strategy and UBRAF)); evaluators should also provide: the rationale for each recommendation; the level of priority; and the addressee(s) of each recommendation;
- References (reports or publications cited in the body of the report).

1.3.3 Finance and accounting requirements
The contractor will submit invoices which will include the specific deliverables produced and accepted by UNAIDS and the total amount due per invoice.

At the end of the contract, the contractor is expected to provide a detailed financial report including a list of all outputs produced during the life of the contract with the corresponding amount per output, as well as supporting documents for any expenses to be charged at cost such as travel expenses and other expenses.

1.3.4 Performance monitoring
Performance of the evaluation will be measured on the framework proposed by the contractor and agreed on contract signature and on the timely delivery of quality inception, interim and final reports which address all the key elements identified in the scope of work.

1.3.5 Further Capacities
No additional capacities required.
2. **INSTRUCTIONS TO BIDDERS**

Bidders should follow the instructions set forth below in the submission of their proposal to UNAIDS.

2.1 **Language of the Proposal and other Documents**

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged between the bidder and UNAIDS shall be written in the English language.

2.2 **Intention to Bid**

Bidders must register in the UNAIDS’ E-Tendering system and use it to “Express Interest” and access all documents related to this Request for Proposals.

Only after having access to all documents, bidders may indicate their confirmation of involvement by “Opt-in” into the process.

The “Opt-In” is considered the intention to bid from the bidder.

Please note that the “Opt-In” or Intention to Bid is not a requirement to submit a proposal, however UNAIDS will be able to better identify potential bidders announcing their intention to bid, and communicate with them in case of changes to the RFP or clarifications to questions asked.

2.3 **Cost of Proposal**

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with UNAIDS, making a presentation, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

2.4 **Contents of the Proposal**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP. Failure to follow the instructions provided, terms and specifications and/or to submit the forms requested will be at the bidder's risk and may affect the evaluation of the proposal.

2.5 **Joint Proposal**

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the “lead organization”. The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for UNAIDS. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

2.6 **Communications during the RFP Period**

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNAIDS through the “Correspondence” tab in UNAIDS’ E-Tendering system.

UNAIDS will respond in writing by a consolidated document to any request for clarification of the RFP that it receives prior to one week of the closing date established in section 2.10.
The consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be made available to all prospective bidders in the E-Tendering system after the date indicated above. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with UNAIDS officials concerning the RFP process shall not be permitted, other than through the submission of queries at the indicated email address above and/or through a possible presentation or meeting called for by UNAIDS, in accordance with the terms of this RFP.

### 2.7 Proposal structure

#### 2.7.1 Proposal Submission Form

The bidder's proposal must be accompanied by a Proposal Submission Form, available in the E-Tendering system, signed by a duly authorized representative of the bidder, stating:
- That the proposal meets the requirements of the RFP,
- That the bidder undertakes, on its own behalf and on behalf of its possible partners and contractors, to provide the goods/services in accordance with the terms of the RFP, and its accompanying documents, for the amount set forth in the attached Financial Proposal,
- The number of days the proposal is valid (from the date of closing of the RFP).

#### 2.7.2 Information of Firm/Organization submitting Proposal

In case of individuals, a brief summary of qualifications and expertise is requested to be attached.

In case of companies bidding, the following information must be provided in order to ascertain capabilities to deliver the work proposed.

<table>
<thead>
<tr>
<th>Information of Firm/Organization submitting Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Company Information</td>
</tr>
<tr>
<td>1.1 Corporate information</td>
</tr>
<tr>
<td>1.1.1 Company mission statement (if applicable) – alternatively, please provide a weblink</td>
</tr>
<tr>
<td>1.1.2 Quality Assurance / Quality Control mechanisms in place at the company</td>
</tr>
<tr>
<td>1.1.3 Organization structure</td>
</tr>
<tr>
<td>1.1.4 Geographical presence</td>
</tr>
<tr>
<td>1.2 Staffing information</td>
</tr>
<tr>
<td>1.2.1 Number and Geographical distribution of staff</td>
</tr>
<tr>
<td>1.2.2 Number of consultants employed on similar projects in each of the past three years</td>
</tr>
<tr>
<td>1.3 Legal information</td>
</tr>
<tr>
<td>1.3.1 History of Bankruptcy</td>
</tr>
<tr>
<td>1.3.2 Pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)</td>
</tr>
<tr>
<td>1.3.3 Pending Criminal/Civil lawsuits</td>
</tr>
<tr>
<td>1.4 Contractual relationships</td>
</tr>
<tr>
<td>1.4.1 Contractual programmes (with other UN agencies or International Organizations) – in case of any existing long-term agreement with any UN agencies, please indicate or attach</td>
</tr>
<tr>
<td>1.4.2 Company Certifications and certification status</td>
</tr>
<tr>
<td>1.5 Proposed sub-contractor arrangements including company information (as above for each sub-contractor)</td>
</tr>
<tr>
<td>2 Experiences and Reference Contact Information (list and provide three to five examples of relevant experience that demonstrate the contractor's ability to deliver a solution that substantially demonstrates the functional and technical requirements of this RFP)</td>
</tr>
<tr>
<td>2.1 Project Name (project one)</td>
</tr>
<tr>
<td>2.1.1 Project Description including but not limited to project starting date and duration, project and contract value, and total FTE involved form the company – please be brief and provide a weblink to the final product if available</td>
</tr>
<tr>
<td>2.1.2 Status (under development/implemented)</td>
</tr>
<tr>
<td>2.1.3 Reason for Relevance (provide reason why this project is relevant to this RFP) – please be brief</td>
</tr>
<tr>
<td>2.1.4 Roles and responsibilities (list and clearly identify the roles and responsibilities for each participating Organization)</td>
</tr>
<tr>
<td>2.1.5 Team members (indicate relevant members of the team that will be used in the performance of services)</td>
</tr>
</tbody>
</table>
Bidders will be excluded if;

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to UNAIDS that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process; or
- they give rise to a conflict of interest.

2.7.3 Technical Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal, including information relating to coverage of UNAIDS needs and requirements, as specified in section 1, proposed timeline, resources dedicated partially or fully to the project.

**IMPORTANT:** The Technical Proposal shall contain no price or cost information.

The Technical Proposal should not exceed 20 pages and must include the following sections:

a) **Understanding of the Requirements for Services and Proposed Approach, Methodology, Timing and Outputs**

- Brief overview of how and why the evaluation team’s overall competencies, experience and profile are well suited to the specific evaluation at hand.
- Describe in as much detail as possible (in light of the page limit for the Technical Proposal) the specific approach and methods in undertaking the expected work, based on (but not limited to) what is described in section 1.
- Indicate any anticipated limitations associated with the implementation of the methodology as described in section 1 – and specifically how the evaluation team would address them.
- Indicate key milestones and deliverables at various stages.

_The assessment of the bidder’s proposal will focus on the additional elements and a critical discussion of the technical specifications presented in section 1._

b) **Proposed Project Team Members**

The curriculum vitae of all team members including their specific responsibilities on this project, relevant experience and qualifications. Description of how national consultants will be identified and recruited for the country case studies (12 countries in 6 regions with up to 15 days field of work expected to be required per country).

2.7.4 Financial Proposal

The bidder’s separate price component must contain an overall quotation in a single currency, either in US Dollars or in the currency of the bidder's country of incorporation or registration. If the bidder opts for the latter and for evaluation purposes only, its proposal will be converted into US dollars using the United Nations rate of exchange in effect on the closing date for the submission of proposals.

The Financial Proposal shall be accompanied by a cover letter signed by a duly authorized representative of the bidder, confirming the following:

(a) the price; and
(b) the period of validity of the bid.
In addition, the Financial Proposal must cover all the goods or services to be provided and must itemize the following costs (provided they are applicable for the RFP):

a) Design concepts, development, typesetting, amends and artwork costs  
b) Printing costs  
c) Delivery costs  
d) Travel and Per Diem costs  
e) Other costs, if any (indicating nature and breakdown).

The Financial Proposal must contain a summary of total cost for the services proposed as well as a proposed schedule of payments, all of which must be expressed and will be made in the currency of the proposal.

As a rough estimate, about 30% of the evaluation resources should go towards the global level and about 70% towards the regional and country levels.

In preparing Financial Proposals, bidders should carefully note the following provisions regarding UNAIDS policies on limitations on advance payments, retention, performance bonds, etc.

UNAIDS’ general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

In special circumstances, UNAIDS policy allows for an advance payment up to a maximum of 25 per cent of the total value for individuals—or 50 per cent of the total value for companies and organizations—upon signature of a contract.

UNAIDS, at its discretion, may determine if such a payment is warranted or not, and the conditions under which it would be made. In any case where an advance payment for $50,000 or more is requested and subsequently approved, UNAIDS will normally require a bank guarantee or other suitable security arrangement. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount. In addition, the bidder must submit documentation regarding its financial status, e.g. audited financial statements at 31 December of the previous year, and include this documentation with its financial proposal. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

UNAIDS Travel Policy is to cover and reimburse air tickets only in Economy Class using the most direct route available. UNAIDS does not cover Per Diem cost exceeding that defined by the United Nations at the time of the travel for the specific destination of the travel.

### 2.8 Format and Signing of Proposals

The bidder shall submit the separate technical and financial proposals via the E-Tendering system by the closing date set forth in section 2.10. Proposals by e-mail will not be accepted. In addition:

1. Documents requiring signature should be scanned in (.pdf) format.
2. All pages of the proposal shall be numbered in the format ‘Page X of Y’.
3. All proposals shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.
4. The proposal and supporting documents should be in PDF, or Microsoft Office compatible format.
5. The responses to the functional requirements should be submitted in the structure provided in this RFP.
6. If a template for financial proposal is provided with this RFP, the financial proposal shall be submitted this template.
7) The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.
8) The master copy of the “Technical Proposal” shall be submitted through the tab marked “Technical Proposal”
9) The master copy of the “Financial Proposal” shall be submitted through the tab marked “Financial Proposal”

There will be no automatic confirmation of receipt as the proposals are only opened after the closing date.

2.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

2.10 Closing Date for Submission of Proposals

Proposals must be received as specified in section 2.8 no later than May 15, 2019 at 6PM Geneva time.

UNAIDS may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by UNAIDS after the closing date for submission of proposals may be rejected.

2.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal’s submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) is provided via the “Correspondence” tab of the E-tendering system.

The bidder’s withdrawal notice shall be received before the closing date in accordance with section 2.10.

No proposal may be modified after the closing date for submission of proposals, unless UNAIDS has issued an amendment to the RFP allowing such modifications (see section 2.13).

No proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

2.12 Receipt of Proposals from Non-invitees

UNAIDS may, at its own discretion, extend the RFP to bidders that were not included in the individual invitation list if this is necessary and in the interest of UNAIDS. RFPs published by UNAIDS on the UNAIDS website are open for all qualified bidders.

2.13 Amendments of the RFP

At any time prior to the closing date for submission of proposals, UNAIDS may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP. In addition, all amendments will be posted on the UNAIDS website in the Request for Proposals section and in any other website used by UNAIDS directly for publishing the Request for Proposals.
3. OPENING AND EVALUATION OF PROPOSALS

3.1 Opening of Proposals

UNAIDS will open the technical proposals in the presence of a Committee formed by UNAIDS at the Headquarters office in Geneva, Switzerland on a date fixed after the closing of the tendering period. Each technical proposal will be opened during the session with each bidder announced. Financial proposals will be opened only after the technical evaluation of the proposals.

3.2 Clarification of Proposals

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

3.3 Preliminary Examination of Proposals

UNAIDS will examine the proposals to determine whether: (i) they are complete, (ii) any computational errors have been made, (iii) the documents have been properly signed, and (iv) the proposals are generally in order.

Please note that UNAIDS is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS’ general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the firm/institution offering the lowest price.

3.4 Technical Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any evaluation of the Financial Proposal.

The technical evaluation of proposals will be accomplished by a selection panel. The selection panel will evaluate all proposals which have passed the preliminary examination of proposals according to:

- the quality of the overall proposal (20 Points);
- the quality and appropriateness of the proposed approach (35 Points);
- the experience of the firm in carrying out related projects (10 Points);
- the qualifications and competence of the personnel proposed for the assignment (30 Points);
- the proposed timeframe for the project (5 Points);

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The points allocated to the technical proposal correspond to 70% of the total obtainable points.

3.5 Financial Proposal Evaluation

The financial proposal will only be evaluated if the technical proposal achieves a minimum of 70% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The maximum number of points for the price component is 30% of the total obtainable points.
This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the price component of a proposal being evaluated = ((Maximum number of points for the price component) x [Lowest price]) / [Price of proposal being evaluated]

### 3.6 Bidders' Presentations

At the discretion of UNAIDS, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to give a presentation of their proposal (possibly with an emphasis on a topic of UNAIDS's choice) followed by a question and answer session. If UNAIDS determines that there is such a need, the presentation will be held at UNAIDS Headquarters in Geneva, or by videoconference/Internet. Bidders will be given reasonable time to prepare for the presentation.

NOTE: Presentations or other individual contact is expressly prohibited before the closing date for proposal submission.
4. AWARD OF CONTRACT

4.1 Award Criteria, Award of Contract

UNAIDS reserves the right to:

a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS’ action;
d) Award the contract on the basis of UNAIDS’ particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
e) Not award any contract at all.

UNAIDS has the right to eliminate bids on technical or other reasons throughout the evaluation/selection process. UNAIDS shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: UNAIDS is acting in good faith by issuing this RFP. However, this document does not obligate UNAIDS to contract for the supply of any products or services.

4.1.1 Right to modify Scope or Requirements during the Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any time in the selection process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change which should be notified only to bidders who have not been officially eliminated due to technical reasons at that point in time.

4.1.2 Right to Extend/Revise Scope or Requirements at Time of Award

UNAIDS reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in the base price of services and goods or other terms and conditions offered by the selected bidder.

4.1.3 Right to enter into Contract Price Negotiations

UNAIDS reserves the right to enter into negotiations, with one or more bidders that have not been eliminated during the evaluation process, including but not limited to negotiations of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

4.2 Signing of the Contract

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

The award of contract will be published in the UNAIDS public website, after all internal clearances and acceptance of the contract by the selected bidder.
5. GENERAL AND CONTRACTUAL CONDITIONS

The contract between UNAIDS and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- Responsibilities of the selected bidder(s) ("The Contractor(s)") and UNAIDS;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- notices.

The prices payable by UNAIDS for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

The total amount payable by UNAIDS under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:
- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by UNAIDS shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to UNAIDS;
- payment by UNAIDS shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of UNAIDS, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNAIDS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNAIDS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time..

5.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

5.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by UNAIDS. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

5.3 Source of Instructions

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

The Contractor will warrant and represent to UNAIDS as follows:

1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.

2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS’s part to make any additional payments whatsoever to any party.

3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.

4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whatsoever.

5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.

6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor’s employees, permitted subcontractors and suppliers.

The Contractor furthermore warrants and represent that the information provided by it to UNAIDS in response to the RFP and during the bid evaluation process is accurate and complete. The Contractor understands that in the event the Contractor has failed to disclose any relevant information which may have impacted UNAIDS’ decision to award the Contract to The Contractor, or has provided false information, UNAIDS will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNAIDS may have by contract or by law.

5.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNAIDS, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between UNAIDS, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus, the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.
5.6  Relation Between the Parties

The Contract does not constitute a partnership between the Parties or does not constitute either Party as the agent of the other.

5.7  Waiver of Breach

The waiver by either Party of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

5.8  Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

5.9  Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under this Contract except with the prior written consent of UNAIDS.

5.10  Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

5.11  Indemnification

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor’s employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen’s compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

5.12  Contractor’s Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

5.13  Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract remains with the Contractor.
The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

5.14 Place of Performance

The place of performance of the work under the Contract shall be in the premises of the contractor and with travel to 12 countries based in 6 different regions for field visits (to be defined agreed at the inception phase of the contract together with UNAIDS).

5.15 Language

The communications relating to the Contract and/or performance of the work there under shall be in English.

5.16 Confidentiality

1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.

3) The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage.

5.17 Title Rights

1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred in section 5.4.2 above, shall be exclusively vested in UNAIDS.

2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.

3) At UNAIDS’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

5.18 Termination and Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected. In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing:

1) At will with the provision of thirty (30) days prior notice in writing

2) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:

   a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or

   b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

5.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control, it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 5.17 Title rights, deliver to UNAIDS all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNAIDS, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

5.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in section 5 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, but is expressly not limited to, any provisions relating to UNAIDS’ right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the UNAIDS and WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with UNAIDS policies.

5.21 Use of UNAIDS and WHO name and emblem

Without UNAIDS’s prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with UNAIDS and/or the World Health Organization (WHO) (which provides the administration of UNAIDS, including its secretariat). In no case shall the Contractor use the name or the emblem of UNAIDS and/or WHO, or any abbreviation thereof, in relation to its business or otherwise.
5.22 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor’s successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

5.23 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract and subject to UNAIDS’s acceptance of satisfactory performance of work. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

5.24 Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.

5.25 Insurance and Liabilities to Third Parties

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

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:
   a) Name UNAIDS as additional insured;
   b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
   c) Provide that UNAIDS shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide UNAIDS with satisfactory evidence of the insurance required under this section.

5.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.
5.27 observance of the law

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

5.28 Authority to Modify

No modification or change in the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

5.29 Privileges and Immunities

Nothing in or relating to this Contract shall:
- be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
- Be construed as submitting UNAIDS and/or WHO to any national jurisdiction

5.30 No Terrorism or Corruption

The Contractor warrants that:
(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and
(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNAIDS without delay

5.31 Personnel

5.31.1 Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills and levels of experience and otherwise be adequately trained to perform the work. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement of comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its his/her security or responsibility requirements.
The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from UNAIDS. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

5.31.2 Project Managers

Each party shall appoint a qualified project manager (“Project Manager”) who shall serve as such party’s primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on regular basis in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed time distribution, information in the form requested by UNAIDS and shall cover problems, meetings, progress and status against the implementation timetable.

5.31.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNAIDS reserves the right to request the Contractor to provide UNAIDS with adequate documentary evidence attesting this for each Contractor Personnel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

5.31.4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to UNAIDS under the Contract or otherwise.

5.31.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor’s partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation or discrimination.

This evaluation will comply with UN norms and standards for evaluation. Ethical safeguards concerning the independence of the evaluation will be followed, as per the UNEG code of conduct: [http://www.unevaluation.org/document/detail/100](http://www.unevaluation.org/document/detail/100).

5.31.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage third parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNAIDS in-house resources.
ANNEXES

ANNEX I

The 2016-2021 Budget, Results and Accountability Framework (UBRAF)

Background information

In the 2016 Political Declaration on HIV and AIDS: On the Fast-Track to accelerate the fight against HIV and to end the AIDS epidemic by 2030, Member States committed to the target to end the AIDS epidemic by 2030, for all nations and people and for all segments of society as part of the 2030 Agenda for Sustainable Development.

UNAIDS 2016-2021 Strategy “On the Fast-Track for ending AIDS” promotes a Fast-Track approach to achieve 10 targets by 2020 and put the world on course to ending the AIDS epidemic as a public health threat by 2030. Fast-Track calls for front-loading of investment and enhanced HIV prevention and treatment activities focused on specific geographic areas and populations with high rates of HIV transmission.

In August 2018 UNAIDS launched its annual epidemic update entitled: Miles to go—closing gaps, breaking barriers, righting injustices. The report describes how the global AIDS response is at a precarious point—partial success in saving lives and stopping new HIV infections is giving way to complacency. At the halfway point to the 2020 targets, the pace of progress is not matching the global ambition, but action now can still put us back on course to reach the 2020 targets.

The UNAIDS Strategy is operationalized by the 2016–2021 Unified Budget, Results and Accountability Framework (UBRAF) and its biennial budgets. The 2016-2021 UBRAF outlines the role of the Joint Programme in the AIDS response in the context of other stakeholders and efforts.

The 2018-2019 budget provides a dynamic, differentiated resource planning, mobilisation and allocation model. Country and regional priorities are at the heart of UNAIDS efforts with a strong focus on Fast-Track countries and a core package of support provided to all countries. Beyond a minimum core allocation of US$ 2 million per year for each Cosponsor, additional funding mobilised by the UNAIDS Secretariat is made available in the form of country envelopes. Country envelopes focus on Fast-Track countries and populations in greatest need in other countries, based on contextual priorities and bottom-up approaches.

An agreed Division of Labour outlines the roles and responsibilities among Cosponsors and the UNAIDS Secretariat to enable the Joint Programme to collectively deliver integrated and impactful contributions at country, regional and global levels. The diagram below illustrates how the implementation of the UBRAF contributes to the achievement of the targets and commitments in UNAIDS Strategy and the Political Declaration.

The 2016-2021 UBRAF presents (a) a narrative theory of change that summarizes what the Joint Programme is trying to achieve, and through what causal pathways it aims to achieve the various result areas, and (b) a mapping of the various Cosponsors’ specific roles/contributions in each of the UBRAF result areas and outputs (see UBRAF Annex I from page 56 of the UBRAF document).

A detailed visual theory of change by result area, covering the interaction among the various result areas and how the Cosponsors and the Secretariat are partnering with each other to seize on the potentially synergistic causal pathways, is currently missing and can be produced at the inception phase of the evaluation as needed.

The UBRAF defines programmatic priorities for the Joint Programme, outputs to be achieved at country level, milestones, targets and indicators as well as UNAIDS Secretariat roles and functions.

The chain of contribution is presented in the diagram below:
Joint Programme action at global and regional level aim to support results/changes at national and sub-national levels, where new HIV infections take place, people die from AIDS-related conditions and/or there is HIV-related discrimination. UBRAF outputs cover what the Joint Programme aims to achieve at country level and the benchmarks against which it should be measured. UBRAF outputs – clustered under strategic result areas - are presented below.

### Strategy Result Areas and UBRAF Outputs

<table>
<thead>
<tr>
<th>Result Area 1 - Children, adolescents and adults living with HIV access testing, know their status and are immediately offered and sustained on affordable quality treatment</th>
<th>Primary contributing organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Innovative and targeted HIV testing and counselling programmes introduced</td>
<td>WHO, UNICEF, WFP, ILO, WB</td>
</tr>
<tr>
<td>1.2 Country capacity, policies and systems for access to HIV treatment cascade enhanced</td>
<td>WHO, UNICEF, WFP, UNODC, UN Women</td>
</tr>
<tr>
<td>1.3 Systems that enable children and adolescents to meet 90-90-90 targets strengthened</td>
<td>UNICEF, WHO, WFP, UNESCO, WB</td>
</tr>
<tr>
<td>1.4 High-burden cities fast-track HIV services</td>
<td>UNICEF, UNODC, WHO</td>
</tr>
<tr>
<td>1.5 Mechanisms developed to provide HIV-related services in humanitarian emergencies</td>
<td>UNHCR, WFP, UNICEF, UNFPA, WHO, WB</td>
</tr>
<tr>
<td>1.6 Mechanisms to ensure access to medicines and commodities strengthened</td>
<td>WHO, WFP, WB</td>
</tr>
</tbody>
</table>

| Result Area 2 - New HIV infections among children eliminated and their mother’s health and well-being is sustained | UNICEF, WHO, WFP, UNFPA, UNODC, WB |

<table>
<thead>
<tr>
<th>Result Area 3 - Young people, especially young women and adolescent girls, access combination prevention services and are empowered to protect themselves from HIV</th>
<th>UNFPA, WB, UNICEF, ILO, UNESCO, WHO</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Targeted combination prevention programmes defined and implemented</td>
<td>UNFPA, WB, UNICEF, ILO, UNESCO, WHO</td>
</tr>
<tr>
<td>3.2 Country capacity to meet the HIV-related health and education needs of young people and adolescents strengthened</td>
<td>UNESCO, UNICEF, UNFPA, WFP, UN Women, WHO, WB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Result Area 4 - Tailored HIV combination prevention services are accessible to key populations including sex workers, men who have sex with men, people who inject drugs, transgender people, and prisoners, as well as migrants</th>
<th>UNFPA, UNDP, UNODC, UNICEF, ILO, UNESCO, WHO, WB</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Evidence-based HIV services for key populations implemented</td>
<td>UNFPA, UNDP, UNODC, UNICEF, ILO, UNESCO, WHO, WB</td>
</tr>
<tr>
<td>4.2 Comprehensive package of harm reduction services established for people who inject drugs</td>
<td>UNODC, UNICEF, UNDP, WHO, WB</td>
</tr>
</tbody>
</table>
Result Area 5 – Women and men practice and promote gender norms and work to end gender-based, sexual and intimate partner violence to mitigate risk and impact of HIV

5.1 Strategic actions for gender equality and women and girls included and resourced in AIDS responses
5.3 Actions to address and prevent all forms of gender-based violence implemented

Result Area 6 - Punitive laws, policies, practices, stigma and discrimination that block effective responses to HIV are removed

6.1 HIV-related legal and policy reforms catalysed and supported
6.2 National capacity to promote legal literacy, access to justice and enforcement of rights expanded
6.3 Constituencies mobilized to eliminate HIV-related stigma and discrimination in health care

Result Area 7 - AIDS response is fully funded and efficiently implemented based on reliable strategic information

7.1 AIDS response sustainability, efficiency, effectiveness and transitions strengthened
7.2 Technological, service delivery and e-health innovations fostered

Result Area 8 - People-centred HIV and health services are integrated in the context of stronger systems for health

8.1 Decentralization and integration of HIV related services strengthened
8.2 HIV sensitive social protection and social protection programmes for vulnerable populations, including orphans and vulnerable children strengthened

The UNAIDS budget presents resources by agency, by level (global, regional level, Fast-Track countries and other countries) and by strategic result area. Expenditures for 2016-2017 and the estimated budget for 2018-2019 are provided in the table below (US$).

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>UNHCR</td>
<td>4 900 000</td>
<td>4 000 000</td>
<td>63 211 644</td>
<td>51 741 300</td>
<td>68 111 644</td>
<td>55 741 300</td>
</tr>
<tr>
<td>UNICEF</td>
<td>10 155 222</td>
<td>4 000 000</td>
<td>169 694 024</td>
<td>191 400 000</td>
<td>179 849 246</td>
<td>195 400 000</td>
</tr>
<tr>
<td>WFP</td>
<td>4 321 237</td>
<td>4 000 000</td>
<td>70 166 748</td>
<td>55 514 800</td>
<td>74 487 985</td>
<td>59 514 800</td>
</tr>
<tr>
<td>UNDP</td>
<td>7 820 486</td>
<td>4 000 000</td>
<td>29 169 836</td>
<td>15 500 000</td>
<td>36 990 322</td>
<td>19 500 000</td>
</tr>
<tr>
<td>UNFPA</td>
<td>8 471 452</td>
<td>4 000 000</td>
<td>88 496 481</td>
<td>100 972 800</td>
<td>96 967 933</td>
<td>104 972 800</td>
</tr>
<tr>
<td>UNODC</td>
<td>5 600 898</td>
<td>4 000 000</td>
<td>10 829 080</td>
<td>7 651 800</td>
<td>16 429 978</td>
<td>11 651 800</td>
</tr>
<tr>
<td>UN Women</td>
<td>2 899 848</td>
<td>4 000 000</td>
<td>20 839 207</td>
<td>5 400 000</td>
<td>23 739 055</td>
<td>9 400 000</td>
</tr>
<tr>
<td>ILO</td>
<td>4 584 569</td>
<td>4 000 000</td>
<td>9 228 063</td>
<td>8 700 000</td>
<td>13 812 632</td>
<td>12 700 000</td>
</tr>
<tr>
<td>UNESCO</td>
<td>4 684 369</td>
<td>4 000 000</td>
<td>21 947 649</td>
<td>11 232 400</td>
<td>26 796 018</td>
<td>15 232 400</td>
</tr>
<tr>
<td>WHO</td>
<td>13 457 116</td>
<td>4 000 000</td>
<td>98 241 344</td>
<td>140 700 000</td>
<td>111 698 460</td>
<td>144 700 000</td>
</tr>
<tr>
<td>World Bank</td>
<td>6 329 869</td>
<td>4 000 000</td>
<td>11 219 257</td>
<td>8 500 000</td>
<td>17 549 126</td>
<td>12 500 000</td>
</tr>
<tr>
<td>Secretariat</td>
<td>268 847 935</td>
<td>280 000 000</td>
<td>57 280 907</td>
<td>40 000 000</td>
<td>326 128 842</td>
<td>320 000 000</td>
</tr>
<tr>
<td>Total</td>
<td>342 237 001</td>
<td>324 000 000*</td>
<td>650 324 240</td>
<td>637 313 100</td>
<td>992 561 241</td>
<td>961 313 100</td>
</tr>
</tbody>
</table>

*plus US$ 44,000,000 in country envelopes funds

In 2018, UNAIDS Secretariat had 480 professional and technical staff and long-term consultants and 200 support/general service staff (with a 70:30 field-to-headquarters ratio). UNAIDS Cosponsors estimated the equivalent of 571 professional and technical staff and long-term consultants dedicated to HIV in 2018 (with an 83:17 field-to-headquarters ratio). An estimate of general service staff time dedicated to HIV within Cosponsors is not available. The presence of Cosponsor staff with dedicated time for HIV issues varies significantly among Cosponsors and across countries, with about half of overall staff time allocated to Fast-Track countries.

UBRAF performance monitoring. To monitor progress in UBRAF implementation, quantitative data – using indicators – are combined with narrative descriptions and analyses. UBRAF indicators capture progress at country level that are plausible results of the actions of the Joint Programme. A web-based tool, the Joint Programme Monitoring System (JPMS) facilitates collecting, collating and
analysing performance information. It enables collection of indicator data as well as qualitative information on progress and challenges by country and at the regional and global levels.

Performance reviews take place annually at country, regional and global levels. These reviews identify achievements by the Joint Programme and by each Cosponsor and the Secretariat, expenditures, and areas where progress is not as expected. The annual review process is the basis for the performance monitoring report and accompanying documents prepared each year to provide the Board with an overview of progress and achievements against the UBRAF, challenges and lessons learned.

The success of the Joint Programme is linked to progress in the AIDS response against the Fast-Track targets in UNAIDS 2016-2021 Strategy. Progress against the indicators that monitor the global AIDS response provides the context against which to triangulate and analyse UBRAF data. Linking UBRAF and Strategy indicators allows consideration of the progress and results at the country and regional level and across outputs. The figure below presents a simple framework to interpret how the UBRAF contributes to the achievement of the results in the Strategy.
ANNEX II The Joint Programme Division of Labour (2018)
ANNEX III

Selection of countries for case studies/ field visits

- Number of country case studies as part of the evaluation [proposal: 12, covering all six geographical regions and including Fast-Track and other countries].

Possible criteria to be considered for selection of countries for case studies

1. **Joint Programme investment and physical presence**: Cosponsor and Secretariat presence (number of agencies and staff); expenditure levels; country recipient (Y/N) of country envelopes (a modality of core UBRAF funds allocation); positioning of AIDS in UNDAFs; configuration of UN system in country; potential to serve the broader SDGs agenda.

2. **Countries’ progress against the desired outcomes of the Joint Programme on AIDS**: the table shows possible criteria and cut-offs to be used (in combination) for selecting countries (for example, on number of new infections, a country should have had 10,000 new infections or more in 2017).

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria</strong></td>
<td><strong>Possible cut-offs to consider for selection</strong></td>
<td><strong>Criteria</strong></td>
</tr>
<tr>
<td>Number of new HIV infections</td>
<td>&gt; 10,000</td>
<td>Antiretroviral treatment (ART) coverage</td>
</tr>
<tr>
<td>HIV prevalence</td>
<td>&gt; 10,000</td>
<td>Prevention of mother to child transmission of HIV</td>
</tr>
<tr>
<td>Number of people living with HIV (PLHIV)</td>
<td>&gt; 100,000</td>
<td>Does the country have laws or programmes on GBV?</td>
</tr>
<tr>
<td>HIV prevalence in sex workers</td>
<td>&gt; 15% HIV</td>
<td>Criminalization of HIV transmission</td>
</tr>
<tr>
<td>HIV prevalence in MSM</td>
<td>&gt; 15% HIV</td>
<td>Criminalisation of same-sex behaviours</td>
</tr>
<tr>
<td>Estimated number of drug users</td>
<td>&gt; 100,000</td>
<td>HIV-related travel restrictions</td>
</tr>
</tbody>
</table>

3. **Contextual considerations**: socio-political context and fragility; humanitarian emergencies settings; country income level / human capital index; domestic capacity and funding, availability of Global Fund, PEPFAR and other funding; HIV integration into Universal Health Coverage; existence of a sustainability transition plan.
ANNEX IV

Existing sources of data

Monitoring data

- For narratives on country, regional and global achievements, challenges and lessons learned: 2016-2017 and 2018 Joint Programme Monitoring System (JPMS) (organized by SRAs and outputs)
- For data on Joint Programme presence at country level and expenditure in Fast-Track countries: JPMS reporting, 2017 and 2018 and direct agencies reporting
- For epidemic and key AIDS response data by country and aggregated (AIDSInfo: http://aidsinfo.unaids.org/)
- For 2018 planning data by country and allocation of part of core UBRAF resources: individual country Joint Plans 2018-2019 and allocation of envelope funds for 2018
- For indicator data (by measurement): 2019 UBRAF indicators report (draft), with progress against 2020 milestones and targets, and raw data reported from countries in JPMS, as well as the NCPI (National commitments and policy instruments) database (http://www.unaids.org/en/dataanalysis/knowyourresponse/ncpi/2014countries)
- For country overall expenditure on AIDS: http://www.unaids.org/en/dataanalysis/knowyourresponse/nasacountryreports

Evaluation data

- UNDAF evaluations carried out in the countries of interest for case studies
- Cosponsors and Secretariat AIDS specific evaluations or broader evaluations including AIDS data covering the period 2016-2018 (entirely or partly)

Evaluations covering 2016-2018 (partly or in full)

Source: websites of Cosponsors evaluation offices. For non-specific evaluations, a word search for HIV and AIDS was conducted and evaluations only included if these were mentioned in the reports.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Evaluation title (or short title)</th>
<th>Type (AIDS specific or including AIDS issues)</th>
<th>Period covered that is of interest for the UBRAF evaluation (from 2016)</th>
<th>Thematic and geographical scope</th>
<th>Web link or indication on how to access the relevant documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent country programme evaluations</td>
<td>AIDS assessed as part of the overall UNDP country programme</td>
<td>2016</td>
<td>Kirgizistan, Equatorial Guinea, Cameroon</td>
<td><a href="https://erc.undp.org/evaluation/units/100">https://erc.undp.org/evaluation/units/100</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2016-2017</td>
<td>Namibia, Rwanda, Togo, Bhutan, Congo, Philippines</td>
<td></td>
</tr>
<tr>
<td>Evaluation of the UNDP strategic plan and global and regional programmes</td>
<td>AIDS covered as part of the overall programme</td>
<td>2016-2017</td>
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<tr>
<td>Agency</td>
<td>Description</td>
<td>Date Details</td>
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<td>ILO</td>
<td>Evaluation of WHO’s normative function (2017)</td>
<td>Two of the ten assessed normative products are HIV related</td>
<td>2016</td>
<td><a href="https://www.who.int/about/evaluation/who_normative_function_report_july2017.pdf?ua=1">Link</a></td>
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<tr>
<td>WHO</td>
<td>Office specific evaluations</td>
<td></td>
<td>2016-2017</td>
<td>Rwanda and Thailand</td>
<td><a href="https://www.who.int/about/evaluation/OfficeSpecific/en/">Link</a></td>
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<tr>
<td>WFP</td>
<td>Evaluations of WFP’s country portfolios</td>
<td>HIV and AIDS interventions assessed as part of overall country operations</td>
<td>2016-2017</td>
<td>Cameroon, Cambodia, Somalia, CAR, Zambiya, Congo, Sierra Leone, Guinea, Côte d’Ivoire</td>
<td><a href="https://www.wfp.org/category/publication-type/country-portfolio-evaluations?page=1">Link</a></td>
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<td>UNICEF</td>
<td>An evaluation of WFP’s policy on HIV and AIDS</td>
<td></td>
<td>Planned for 2019</td>
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<td>World Bank</td>
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<td></td>
<td>Reducing stunting in children under five years of age: a comprehensive evaluation of UNICEF’s strategies and programme performance</td>
<td></td>
<td>2016</td>
<td>Mozambique</td>
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<td></td>
<td>Evaluation of the Namibian community health workers programme</td>
<td></td>
<td>2016-mid 2017</td>
<td>Namibia</td>
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<td></td>
<td>External Evaluation of Effectiveness of UNICEF Nutrition Accelerated Reduction of Child and Maternal Under-Nutrition in Seven Districts of Sierra Leone</td>
<td></td>
<td>2016</td>
<td>Sierra Leone</td>
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<td></td>
<td>Endline evaluation for the project for improving access to quality health and education services in the northern and</td>
<td></td>
<td>2016</td>
<td>Ghana</td>
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<td>Evaluation of the &quot;I Am Alive&quot; Programme for Adolescent Girls Living with HIV</td>
<td>2016</td>
<td>Jamaica</td>
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<td>Evaluation de la Composante Survie et Développement de l’enfant du programme de coopération UNICEF-GUINEE 2013-2017</td>
<td>As part of overall country programme</td>
<td>2016</td>
<td>Guinea</td>
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<td>An evaluation of advocacy as a strategy in the UNICEF Thailand Country programme 2012-2016</td>
<td>HIV part of the overall programme</td>
<td>2016</td>
<td>Thailand</td>
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<td>Zimbabwe’s Harmonised Social Cash Transfer Programme</td>
<td>The study included questions on HIV</td>
<td>2016-mid 2017</td>
<td>Zimbabwe</td>
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<td>Programme Evaluation of UNICEF Communication for Development Programme from 2012 to 2016</td>
<td>As part of broader programme</td>
<td>2016</td>
<td>Bangladesh</td>
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<tr>
<td>Evaluation of the UNDAF Cycles 2011-2015 and 2016-2018 in Cambodia</td>
<td>As part of UNDAF</td>
<td>2016 and mid 2017</td>
<td>Cambodia</td>
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<td>Évaluation des interventions des nations unies en faveur des réfugiés en République du Congo</td>
<td>Overall UN work - Refugees</td>
<td>2016</td>
<td>Congo</td>
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<tr>
<td>UNFPA Country Programme evaluations</td>
<td>HIV components of the country programmes</td>
<td>2016-2017</td>
<td>Kirghizstan, Liberia, Kenya, Malawi</td>
<td></td>
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<td></td>
<td></td>
<td>2016</td>
<td>Moldova, Papua New Guinea, Ukraine, Nepal, Lesotho, Myanmar, India, Egypt, Pakistan</td>
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<tr>
<td>Evaluation of UNFPA support to the prevention of, response to and elimination of gender-based violence and harmful practices</td>
<td>HIV in its linkages to GBV issues</td>
<td>2016-2017</td>
<td>All levels</td>
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<tr>
<td>UNFPA – Evaluation Office, Evaluation of UNFPA support</td>
<td>Integration in/linking of HIV other SRHR</td>
<td>The report covers an</td>
<td>Global</td>
<td></td>
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<tr>
<td>Evaluation of the UNFPA Support to the HIV/AIDS Response (2016-2019)</td>
<td>Performance of UNFPA in integrating HIV within the broader context of SRHR, population dynamics and human rights. Contribution of UNFPA to: (a) the promotion of gender equality and human rights in the context of HIV; (b) the linking of HIV with other aspects of SRHR; (c) HIV prevention</td>
<td>Planned for 2019</td>
<td>[<a href="https://www.unfpa.org/sites/default/files/admin-resource/H4JPCS_0">https://www.unfpa.org/sites/default/files/admin-resource/H4JPCS_0</a> Evaluation_Report.pdf](<a href="https://www.unfpa.org/sites/default/files/admin-resource/H4JPCS_0">https://www.unfpa.org/sites/default/files/admin-resource/H4JPCS_0</a> Evaluation_Report.pdf)</td>
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<tr>
<td>UNHCR</td>
<td>Évaluation des interventions sur les moyens de subsistance du UNHCR au Bénin 2015-2017 (mi-parcours)</td>
<td>Brief mention of HIV in the evaluation as part of the broader programme (4 PLHV women supported)</td>
<td></td>
<td>2016-mid 2017</td>
<td>Benin</td>
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<td></td>
<td>Corporate Evaluation of UN Women’s Contribution to Governance and National Planning fully reflecting accountability for gender equality commitments (ongoing)</td>
<td>In line with the scope of impact area 5 of the two UN Women Strategic Plans during the 2011-2017 period which includes work on HIV/AIDS</td>
<td></td>
<td>2016-2018</td>
<td>Global</td>
</tr>
<tr>
<td>UNODC</td>
<td>Independent project evaluation of the Partnership on Effective HIV/AIDS Prevention and Care among Vulnerable Groups in Central Asia and Eastern</td>
<td>Injecting drug users and prisoners in community and prison settings in Central Asia</td>
<td></td>
<td>2016</td>
<td>Kazakhstan, Kyrgyzstan, Tajikistan, Uzbekistan, Turkmenistan</td>
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<tr>
<td>Agency/Initiative</td>
<td>Phase Years</td>
<td>Country/Region</td>
<td>Evaluation URL</td>
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<tr>
<td>Promoting Alternatives to Incarceration for Convicted Drug Users, including Rehabilitation and Probation (part of the Programme on Drugs and HIV 2012-2016)</td>
<td>2016-June 2017</td>
<td>Indonesia</td>
<td><a href="https://www.unodc.org/unodc/en/evaluation/reports_year_2017.html">https://www.unodc.org/unodc/en/evaluation/reports_year_2017.html</a></td>
<td></td>
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<tr>
<td>End Review of ACT2030 Phases 1-4: Youth-led, data-driven accountability for the Sustainable Development Goals</td>
<td>2016-2017</td>
<td>Youth engagement</td>
<td>12 countries case studies</td>
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<tr>
<td>Review of the implementation of the UNAIDS joint programme action plan and revised operating model</td>
<td>2016-2017</td>
<td>Joint Programme ways of work</td>
<td>Global, regional and 6 countries case studies: Belarus, Iran, Côte d’Ivoire, Zambia, India, Peru</td>
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<tr>
<td>UNAIDS-GF Partnership evaluation</td>
<td>2016</td>
<td></td>
<td>Global, regional and country case studies</td>
<td></td>
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<tr>
<td>Expanded accelerated AIDS response towards HLM targets and elimination commitments in ESA Region 2013-2017</td>
<td>2016</td>
<td>ESA region</td>
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</table>

Countries covered by more than one agency specific evaluation are:

AP: India (UNDP, UN Secretariat, UNODC, UNFPA)
EECA: Kirghizstan (UNDP, UNODC, UNFPA, UN Women); Moldova (UN Women, UNICEF, UNFPA)
WCA: Cameroon (UNDP, WFP, UN Women)
ESA: Malawi (UNFPA, UN Women, UNODC); Namibia (UNDP, UNODC, UNICEF); Rwanda (UNDP, WHO, UN Women); Zambia (WFP, UNAIDS Secretariat, UNODC)
ANNEX V

- 2016-2021 Results and Accountability Framework (UBRAF) (http://www.unaids.org/sites/default/files/media_asset/20160623_UNAIDS_PCB38_16-10_Revised_UBRAF_EN.pdf)