

PARTNERSHIP AGREEMENT

for the Contract EuropeAid/137-642/DH/SER/AF entitled

“Technical Assistance to Kabul Medical University and Ghazanfar Institute of Health Sciences to upgrade the nutrition curricula in the existing diplomas of health professionals and to create specific nutrition diplomas, Asia, Afghanistan”

Signed on 01 July 2016

Conseil Santé contract identifier: S2xx/HTB-FGU/SNSD

Between:

CONSEIL SANTE S.A.,

A French Limited Company (“Société Anonyme”), having its head office at 92-98, bd. Victor Hugo, 92 110 Clichy, FRANCE

Registered under the number SIRET 413 502 642 00015 in the Register of Companies from Nanterre, France

Represented by Mr Claude UNGERER, Chairman and Mr Olivier KUPERMINC, Director
Hereinafter referred to as “CONSEIL SANTE” or “the LEADER”,

And:

School of Nutritional Sciences and Dietetics, Tehran University of Medical Sciences,

A Public Institution having its head office at No.44, Hojatdoost Alley, Naderi St, Keshavarz Blvd, Tehran, Iran

Represented by Professor Fereydoun Siassi, Dean

Hereinafter referred to as “SNSD/TUMS” or “the PARTNER” “PARTNERS”

Also hereinafter individually referred to as the “PARTY” or the “MEMBER” and collectively the “PARTIES” or the “MEMBERS”,

The following has been agreed upon and fixed:

ARTICLE 1: PURPOSE OF THE PRESENT AGREEMENT

Further to a proposal, developed in collaboration with Governance Institute for Afghanistan (GI-A) and SNSD/TUMS in reply to an invitation to tender issued by the European Commission, CONSEIL SANTE holds the contract EuropeAid/137-642/DH/SER/AF entitled “Technical Assistance to Kabul Medical

ARTICLE 2: DEFINITIONS

In the present agreement, the following terms shall have the following meanings:

- “CLIENT”: European Union Delegation in Afghanistan;
- “CONSORTIUM”: the temporary contractual unincorporated relationship between the PARTIES;
- “LEADER”: the MEMBER in charge of representing all the MEMBERS of the CONSORTIUM to the CLIENT;
- “CONTRACT”: EuropeAid/137-642/DH/SER/AF entitled “Technical Assistance to Kabul Medical University and Ghazanfar Institute of Health Sciences to upgrade the nutrition curricula in the existing diplomas of health professionals and to create specific nutrition diplomas, Asia, Afghanistan”, signed between the CLIENT and CONSEIL SANTE on 01 July 2016;
- “COUNTRY”: Afghanistan;
- “BENEFICIARY ENTITIES”: Kabul Medical University of the Ministry of Higher Education and to the Ghazanfar Institute of Health Sciences of the Ministry of Public Health of the Islamic Republic of Afghanistan;
- “AGREEMENT”: the present document and its annexes;
- “SERVICES”: any and all of the services to be provided by the PARTIES under the CONTRACT (see Annex 1);
- “SHARE”: the part of the SERVICES to be provided by each MEMBER under the CONTRACT.

ARTICLE 3: CONTRACT DOCUMENTS

The present document, together with its annexes, of which they are an integral part, constitutes the full and complete agreement between the PARTIES with respect to the subject matter hereof. It shall supersede any and all messages, representations, agreements, promises, warranties or understandings, whether oral or in writing, made by, or in behalf of, one PARTY to other PARTIES concerning the subject matter herein, which take place before its effective date. It is intended by the PARTIES as the complete and exclusive statement of the terms of their agreement.

In case of problems of interpretation or contradictions between the provisions of the present document and its annexes, the provisions of the present document shall prevail.

The headings used in the AGREEMENT are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions of the AGREEMENT.

If any of the provisions of the AGREEMENT is found by a competent authority to be void or unenforceable, such a provision shall be deemed to be deleted from the AGREEMENT and the remaining provisions of the AGREEMENT shall continue in full force and effect. Notwithstanding the foregoing, the PARTIES shall thereupon negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

The failure of any PARTY to enforce at any time any of the provisions of the AGREEMENT or to require the performance of such a provision shall in no way be construed as a waiver of such a provision nor of the right of either PARTY to enforce in the future each and every contractual provision.

No waiver, modification, or amendment of any of the provisions of the AGREEMENT shall be binding unless it is in writing and signed by a duly authorised representative of each PARTY.

Each individual signing the AGREEMENT on behalf of a PARTY declares and guarantees that he has been fully empowered to sign the AGREEMENT and that all necessary action to authorise the signature of the AGREEMENT has been completed.

The AGREEMENT has been drawn up in English, which shall be the binding and controlling language for all matters relating to the meaning or the interpretation of the AGREEMENT.

No document shall be contractually binding if it is not submitted in the English language, unless otherwise specifically agreed upon by the PARTIES involved.

ARTICLE 4: NATURE OF THE AGREEMENT

The legal nature of the consortium created by the AGREEMENT shall be that of a temporary contractual unincorporated group relationship.

The *affectio societatis* and sharing of profit and/or losses are expressly ruled out herein as well as any direct or indirect imputation or presumption that the CONSORTIUM is a *de facto* company or a legal entity of any other type. The PARTIES shall pay due care and attention to ensure that the CONSORTIUM shall not, as set out herebefore, be deemed a company. Each PARTY shall benefit from the profits and bear the losses arising from the performance of its SHARE.

Unless otherwise provided hereto (see in particular Article 8), each PARTY shall act as an independent contractor and not as the agent of any other PARTY and, accordingly, shall act with respect to third parties and, notably its suppliers and subcontractors, in its own name and on its behalf only.

ARTICLE 5: EXCLUSIVITY

During the term of the AGREEMENT, the PARTIES shall act on an exclusive basis. Each PARTY shall refrain from participating, directly or indirectly, in the performance of all or part of the CONTRACT except under the AGREEMENT. Neither PARTY shall directly or indirectly enter into any contract similar to the AGREEMENT with any third party without the other PARTIES' prior written consent for the performance of all or part of the CONTRACT.

ARTICLE 6: ASSIGNMENT TO THIRD PARTIES

The AGREEMENT is made *intuitu personae*. Consequently, none of the PARTIES is authorised to assign all or part of the rights and obligations arising from the CONTRACT and/or the AGREEMENT without the prior written authorisation of the other PARTIES.

ARTICLE 7: SUBCONTRACTING

Subject to the CONTRACT's provisions, each MEMBER of the CONSORTIUM shall be entitled to freely subcontract the performance of a part of SHARE under its own responsibility. For the avoidance of doubt, the member subcontracting part of its SHARE hereby guarantees to hold harmless and indemnify the other parties from any and all damages that may be caused by the subcontractor promptly upon written notice therefore without the requirement of commencing official proceedings.

ARTICLE 8: ROLE OF PARTIES

8.1 Designation of the LEADER

CONSEIL SANTE is designated as the LEADER of the CONSORTIUM and is empowered to represent the CONSORTIUM to the CLIENT and the BENEFICIARY ENTITIES.

8.2 Duties of the LEADER

The LEADER shall be responsible, during the CONTRACT's duration, for:

- Supervising the provisions of the CONTRACT;
- Liaising with the CLIENT (EU Delegation to Afghanistan);
- Transmitting in due course any message of common interest received from the CLIENT as well as any information provided by the CLIENT and relevant to the performance of their respective SHARES to the other MEMBER;
- Protecting the interests of the CONSORTIUM vis-à-vis the CLIENT and the BENEFICIARY ENTITIES;
- Keeping the other MEMBERS informed of every event which might affect the fulfilment of the CONTRACT;
- The LEADER shall make decisions in agreement with the CONSORTIUM MEMBER. However, in case of disagreement, the LEADER shall prevail.
- Ensuring the overall co-ordination and the quality control of the performance of the SERVICES and reporting to the CLIENT and the BENEFICIARY ENTITIES;
- Supervising the preparation of all the reports provided for in the CONTRACT, controlling their quality and delivering them to the CLIENT and the BENEFICIARY;
- As part of the quality control of reports and activities, seeking advice from other MEMBER, insofar as necessary, in their fields of expertise.
- Providing other MEMBER with every report or document, realised under the CONTRACT, which they may need to perform their SHARES;
- Ensuring the financial management of the CONTRACT under the conditions set out in Articles 12 and 13;
- Interceding with the CLIENT regarding payments.

8.3 Duties of the other MEMBER

The MEMBER shall:

- Perform the SERVICES it is in charge of in compliance with the provisions of the CONTRACT;
- Keep the LEADER informed of any problem which might affect the fulfilment of the CONTRACT;
- Provide the LEADER in due course with all relevant studies, documents, information and documentary evidence which may be needed in its relationship with the CLIENT;
- Co-operate with the LEADER in preparing any memorandum, reservation or claim to the CLIENT;
- Manage, at contractual, administrative and financial levels, its experts in compliance with the laws and regulations in force both in the COUNTRY and the countries where the experts come from;
- Refrain from any communication, whether official or not, with the CLIENT and the BENEFICIARY without the LEADER's prior written consent.
- Validate the reports provided by his experts before sending them to the LEADER.
- The MEMBER is responsible of the work of his experts.

Specific tasks of the MEMBER:

- Pre-selection of the local experts as per the agreed repartition of inputs (see financial provisions in Annex 2).
- After validation of his/her candidacy by the EU Delegation, employing the selected experts.
- Ensuring the technical back-up of his/her experts' deliverables;
- Any other tasks that may be needed for the proper implementation of the Project.

8.4 Employment of local staff

Local staff will be recruited by the other MEMBER of the CONSORTIUM under the project budget and incidental expenditure budget.

8.5 Office rent (optional)

The office rent will be managed by the other MEMBER of the CONSORTIUM under the project budget.

8.6 Financial management of local funds

The Key Expert 1 / Program Manager is responsible for the management of local budget. Nevertheless, in order to allow a smooth implementation of the project, the Project Assistant/Administrator will be asked to manage the local budget when the Key Expert 1 / Program Manager is out of the COUNTRY. The Key Expert 1 / Program Manager will be then also responsible for book-keeping.

All expenses will need prior approval of CONSEIL SANTÉ. Expenses eligible to PROVISION FOR INCIDENTAL EXPENDITURES will need the prior written approval of the CLIENT and CONSEIL SANTÉ.

8.7 Contract Director

For the matters referred to in Article 8.2, a Contract Director shall act as the representative of the LEADER.

The Contract Director, Hugues TEMPLE-BOYER (hugues.temple-boyer@conseilsante.com), shall be provided by the LEADER.

The Deputy Contract Director, Dr Sabawoon AJMAL (sabawoonajmal@gmail.com), shall be provided by GI-A.

The Project Advisor, Dr Maryam MAHMOUDI (maryam.mahmoudi73@gmail.com), shall be provided by SNSD/TUMS.

ARTICLE 9: SERVICE AND BUDGET DISTRIBUTION

The theoretical SERVICE and budget distribution amongst the MEMBERS of the CONSORTIUM is described in financial provisions in annex 2.

ARTICLE 10: PERSONNEL

10.1 Key Experts

Key experts are those specified in the Terms of references of the contract: Key Expert 1 / Program Manager and Key Expert 2 / Nutritionist.

The Key Experts shall ensure on-site collaboration with the CLIENT and the BENEFICIARY ENTITIES.

The Key Experts shall prepare and coordinate the other experts' missions in collaboration with the CLIENT and the BENEFICIARY ENTITIES. All short-term missions shall receive prior approval from the CLIENT.

At the end of each short-term mission, the Key Expert 1 / Program Manager shall countersign the timesheet signed by the expert.

The Key Experts shall be entitled to directly get in touch with the experts supplied by the other MEMBER, as often as necessary.

The Key Expert 1 / Program Manager shall be responsible for the local bookkeeping. He will be assisted by the Project Assistant/Administrator. He shall send the accounting records to the LEADER on a monthly basis.

The Key Experts shall be responsible for supporting the selection and recruitment of local staff and local experts. In coordination with the other MEMBERS submitting candidates, they shall provide the LEADER with the documents enabling it to make a request for approval by the CLIENT.

The Key Experts shall specify the expenses to be incurred by the project under the CONTRACT and covered by the Provision for Incidental Expenditures budget line, and shall provide the LEADER with the documents enabling the latter to make a request for approval by the CLIENT.

10.2 Non-key experts

Once the required expertise has been defined by the Key Experts in consultation with the BENEFICIARY ENTITIES, the LEADER shall submit the corresponding curricula vitae (3) for the CLIENT's approval. All short-term missions shall receive prior approval from the CLIENT.

The LEADER shall make sure the time allocations defined in articles 8 and 9 to the AGREEMENT are respected.

The MEMBER of the CONSORTIUM is contractually responsible for the short-term experts he provides. The MEMBER can ask the Key Experts to draft a mission letter before the short term expert's mission, and then send it to the LEADER, which shall forward a copy of it to the CONSORTIUM MEMBER providing the expert.

10.3 Replacement of experts

The LEADER can ask for an expert to be replaced:

- in the event of non-performance, or poor performance, by the expert of the tasks he/she has been entrusted with;
- if the CLIENT or the BENEFICIARY ENTITIES asks for the expert to be removed or replaced for any reason whatsoever;
- in the event of the expert's inability to work, notably because of illness or accident;
- if the expert does not comply with the code of conduct stipulated in the CONTRACT and visible in Annex 4;

- in the event of a conflict of interest, as defined in the CONTRACT;
- if the expert behaves towards the CLIENT, the BENEFICIARY or third parties in a way susceptible of seriously harming the CONSORTIUM MEMBERS' interests.

In all cases, the LEADER shall notify the replacement request to the MEMBER having recruited the expert according to the provisions of Article 25. The MEMBER shall propose, within 10 calendar days and before the deadline fixed by the CLIENT, a replacement possessing at least equivalent qualifications and experience and acceptable by the LEADER, the CLIENT and, when relevant, the BENEFICIARY ENTITIES. If the MEMBER is unable to propose an acceptable replacement within the prescribed time, it shall be up to the LEADER to propose an acceptable replacement. The number of working days remaining to be done will be deducted from the SHARE of the MEMBER who shall have been unable to propose a replacement and added to the SHARE of the MEMBER who shall have provided the replacement.

Article 11: Work plan

The general work plan is fixed by the CONTRACT, together with the Technical Proposal, a copy of which has been given to all CONSORTIUM MEMBERS. It may be modified, in particular during the inception phase according to the conditions specified by the CONTRACT.

ARTICLE 12: FINANCIAL MANAGEMENT OF THE CONTRACT

12.1 Role of the LEADER

The financial management of the CONTRACT shall be ensured by the LEADER.

12.2 Bank account

All sums paid by the CLIENT under the CONTRACT shall be received on the bank account of the LEADER.

12.3 Compensation for the LEADER's managerial services

The compensation for the managerial services provided by the LEADER is fixed at **12%** of the total amount of other MEMBER'S shares of fees. There is no management fee on the budget distributed for airfares and per diems.

This compensation is understood to be free of VAT, since the managerial services are incidental to the CONTRACT.

This compensation shall be withheld by the LEADER from the amount of each payment made by the LEADER to the other MEMBER of the CONSORTIUM.

The unit prices used for the payments made by the LEADER to the other MEMBER take this compensation into account: they appear in the column "*Unit Price €*" of the table in Annex 2 of the AGREEMENT.

12.4 Advance – Bank guarantee

The advance provided for in the CONTRACT shall be paid into the bank account referred to in Annex 2 of the CONTRACT.

The LEADER shall produce the bank guarantee for the full amount of the advance in compliance with the provisions of the CONTRACT.

The other member may request a share of the advance bank guarantee against the provision of a counter guarantee, issued against CONSEIL SANTÉ, of the same amount.

ARTICLE 13: COMMITMENT OF EXPENSES, INVOICING AND PAYMENT

13.1 Principles

Each MEMBER of the CONSORTIUM shall bear all costs and expenses it has to incur for the CONTRACT, especially those in relation to the drafting of the proposal, the negotiation of the CONTRACT and the performance of its SHARE.

- Each CONSORTIUM MEMBER other than the LEADER shall issue an invoice to the LEADER on a monthly basis. This invoice shall be made out on the basis of the unit prices set by articles 8 and 9, corresponding to the services effectively rendered. The MEMBER shall enclose all relevant original supporting documents for the SERVICES rendered (original timesheet, invoice, tickets stubs, boarding passes, original receipts, etc.). Payment shall be made by the LEADER by the end of the month following that of the receipt of the invoice.
- On each payment date specified by the CONTRACT, the LEADER, on behalf of the CONSORTIUM, shall issue an invoice to the CLIENT on the basis of the invoices issued by the MEMBERS to it. The LEADER shall enclose the supporting documents required by the CONTRACT.

13.2 Per Diems for local experts

The per diems for local experts in the COUNTRY but outside Kabul (if any) will be taken in charge by each MEMBER, and will be reimbursed by the CLIENT, under the "incidental expenditure" budget line. According to European Union's rules, **every incidental expenditure should receive an official prior written approval from the European Union Delegation.** No mission can be organised without EU's prior written approval.

Incidental expenditure cannot be used for costs which should be covered by the MEMBER as part of its fee rates. Its use is governed by the provisions in the General Conditions of the PRINCIPAL CONTRACT and the notes in Annex V of the PRINCIPAL CONTRACT. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, to be undertaken as part of this contract;
- Organization of meetings, workshops, gatherings relevant for the accomplishment of the goals of the project;
- Performance based payments (i.e. special tasks) pending prior approval on case by case basis by the Contractual Authority;
- Local staff positions

Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the Web site:

http://ec.europa.eu/europeaid/work/procedures/index_en.htm at the start of each such mission.

13.3 Fees

At the end of each of his/her mission in the COUNTRY, each expert shall provide the Key Expert 1 / Program Manager with a **timesheet in a single original copy**, filled out according to the form given in Annex 3 to the AGREEMENT, signed by himself/herself, and countersigned by the Key Expert 1 / Program Manager showing:

- the days worked in the COUNTRY;
- the days of stay in the COUNTRY at the duty station (Kabul);
- the days of stay in the COUNTRY outside the duty station (opening the right to per diems from the "Provisions for incidental expenditures" budget line);
- the days worked outside the COUNTRY (with prior approval of the European Union Delegation).

The numbers of days registered in the above timesheet shall be in accordance with those stipulated on the **mission letter issued by the Key Expert 1 / Program Manager**. The derogations granted by the Key Expert 1 / Program Manager shall be endorsed by the Project Director before.

The hours of travel between the expert's country of residence and the COUNTRY **shall be ignored**, unless the CLIENT has given prior written approval. If the CLIENT has not given his prior written approval, the hours of travel cannot be invoiced to the LEADER. Delays of flights cannot be considered as worked hours.

Working days at home shall be ignored, unless it has been planned in the mission letter issued by Key Expert 1 / Program Manager and if the CLIENT has given its prior written agreement.

The work during weekends and public holidays in the COUNTRY shall be ignored, unless the Key Expert 1 / Program Manager and the CLIENT have given their prior written agreement. Conditioned to the Client approval, the experts can be authorized to work 6 days per week maximum in the COUNTRY.

The Key Expert 1 / Program Manager shall countersign the experts' timesheets, and then send them to the Project Director, who shall forward copies relating to its experts to each MEMBER on a monthly basis.

Each invoice issued to the CLIENT shall state the sums due in return for the SERVICES carried out by experts. This invoice, made out on the basis of the number of days registered in the timesheets signed by these experts, shall consist of fees, due for each working day within the time budgets allocated in Article 9 of the AGREEMENT.

Each MEMBER of the CONSORTIUM shall respect the number of working days distributed in the budget distribution. However, the SERVICES and budget distribution may be revised if necessary, notably in the event the CONTRACT is modified or if one of the MEMBER is unable to submit qualified experts on time. Each MEMBER shall **submit the application of a suitable expert in the 10 days following the reception of the terms of references**. If the proposed candidate is not qualified enough, the other MEMBER will be asked to submit another candidate as well.

13.4 Provisions for Incidental expenditures

As a rule, **incidental expenditures shall be made by the LEADER**, in order to cover

- Travel costs and subsistence allowances for missions, outside the normal place of posting, to be undertaken as part of this contract;
- Organization of meetings, workshops, gatherings relevant for the accomplishment of the goals of the project;

- Performance based payments (i.e. special tasks) pending prior approval on case by case basis by the Contractual Authority;
- Local staff positions

Exceptions to this principle may be agreed by CONSORTIUM MEMBERS for greater convenience.

Whatever the MEMBER incurring them, incidental expenses shall be made in compliance with the rules set out in the CONTRACT.

The MEMBER shall provide the latter a monthly statement of the expenses it has made. Original supporting documentation required by the CONTRACT shall be attached to this statement.

After each journey and as soon as possible, the CONSORTIUM MEMBER having provided the expert shall return the used ticket stubs and the boarding passes to the LEADER. **Without these documents, the LEADER cannot be reimbursed by the CLIENT and shall deduct the costs of the tickets from the sums due to the MEMBER.**

Each invoice issued to the CLIENT shall state the sums to be reimbursed for incidental expenses. Unless otherwise specified below, this invoice shall be made out on the basis of the actual costs incurred by the CONSORTIUM MEMBERS. A copy of the original corresponding supporting documents shall be attached to this invoice. The originals shall be retained by the LEADER for seven years after the completion of the CONTRACT, as required in the CONTRACT.

13.5 Equipment

No equipment is to be purchased on behalf of the CLIENT under the CONTRACT.

However, the LEADER will provide office accommodation in Kabul and office equipment at disposal for all experts working on the project.

13.6 Experts' travel expenses

a. International travel to/from the COUNTRY

International travel costs are included in the negotiated fee rate as states in Annex 2 of the AGREEMENT. These rates also include visa costs and travel costs to/from airports.

Each MEMBER of the CONSORTIUM shall be responsible for making reservations and issuing tickets, as well as for delivering them to its experts.

After completion of each mission in the COUNTRY and as soon as possible, the CONSORTIUM MEMBER shall send the LEADER all the documents required for the CONTRACT-end audit, especially passenger receipts and/or used ticket stubs, as well as boarding passes.

b. Local travel

The LEADER shall bear the experts' local travel costs required for the missions identified in the CONTRACT (missions within BENEFICIARY COUNTRIES). These costs shall be covered by the incidental expenditures budget.

Any modification in travel conditions shall be subject to the LEADER's prior approval.

After each journey and as soon as possible, the CONSORTIUM MEMBER having provided the expert shall return the used ticket stubs and the boarding passes to the LEADER. Without these documents, the LEADER cannot be reimbursed by the CLIENT and shall deduct the costs of the tickets from the sums due to the MEMBER.

Other travel costs inside Kabul will be covered by the budget of the project managed by the Key Expert 1 / Program Manager.

13.7 Expenditures not covered by the CONTRACT

The experts recruited by each CONSORTIUM MEMBER shall provide themselves with adequate portable office equipment (laptop, cell phone) for carrying out their assignments.

The costs entailed by co-ordination meetings between CONSORTIUM MEMBERS shall be borne by each MEMBER.

Other expenditures not covered by the CONTRACT but necessary for its fulfilment can only be made after a decision made by the LEADER. Such expenditures shall be apportioned amongst all the PARTIES according to any method unanimously agreed upon or, failing that, in proportion to their shares of expert fees.

ARTICLE 14: TAXATION

Each MEMBER of the CONSORTIUM shall bear any taxes, duties and charges for its SHARE.

ARTICLE 15: INSURANCE

Each MEMBER of the CONSORTIUM shall take out and maintain at its own expense third party liability insurance and professional liability insurance to cover any bodily, material and/or immaterial damages that may arise from the performance of its SHARE. It shall provide the LEADER with a proof of the above.

Should applicable regulations not allow a MEMBER to do so, it shall report in writing to the LEADER.

Each MEMBER of the CONSORTIUM shall take out and maintain at its own expense insurance covering its liability in respect of sickness and industrial accident affecting his experts assigned to the CONTRACT, including the cost of medical repatriation.

Each MEMBER of the CONSORTIUM shall contractually bind its subcontractors to comply with the provisions of the present article.

ARTICLE 16: DEFAULT

Each MEMBER undertakes to inform the other MEMBERS in due course of any and all difficulty of whatever nature, that it may be liable to encounter during the course of the performance of its obligations under the AGREEMENT and/or the CONTRACT, and more generally, of any and all information in its possession that could affect the course of the CONTRACT, with a view to permitting the other MEMBERS to take all appropriate measures.

A default by a MEMBER, regardless of its reason, is its inability to perform an obligation which is incumbent on it, insofar as such inability may create a risk of termination of the CONTRACT.

The defaulting MEMBER shall be notified of its default by a non-defaulting MEMBER according to the provisions of Article 25. If within 15 days following the notification, the situation has not been corrected by the defaulting

MEMBER, the default shall duly be recorded. In such an event, subject to the CLIENT's rights, the defaulting SERVICES shall be taken over by a non-defaulting MEMBER

For that purpose, the defaulting MEMBER shall communicate to the MEMBER to which its SERVICES have been assigned, immediately and at no charge, any information, document and equipment it has, which would be necessary for continuing the performance of the CONTRACT, such use being limited to this sole purpose.

The defaulting MEMBER shall bear any and all additional costs generated by its default, and by any resulting tort to non-defaulting MEMBERS. Such sums due to non-defaulting MEMBERS may be directly deducted from the amounts remaining due to the defaulting MEMBER.

In case of repeated defaults by a MEMBER, the LEADER may distribute all or part of the SERVICES remaining to be performed by the defaulting MEMBER among the non-defaulting MEMBER. The same shall be true should the CLIENT request in writing that a MEMBER be no longer involved in the CONTRACT's implementation.

ARTICLE 17: LIABILITY

Notwithstanding any solidarity commitment which may be requested by the CLIENT, it is expressly agreed upon by the CONSORTIUM MEMBERS that, in their internal relationship, each MEMBER shall be fully liable to the CLIENT and third parties for any consequence resulting from the performance or the non performance of the SERVICES related to its SHARE under the AGREEMENT and the CONTRACT.

In case of a failure clearly attributable to one MEMBER only, all consequences of this failure shall be borne by the MEMBER involved.

Should a failure not be clearly attributable to one MEMBER only, a provisional apportionment shall immediately be made amongst the MEMBERS in proportion to their shares of expert fees, and this shall remain in effect until a definitive apportionment is fixed, based upon the actual responsibilities of each MEMBER involved.

Should no agreement be reached, this apportionment shall be made in pursuance of the provisions set forth in Article 23.

The rules stipulated in the above paragraphs especially apply to any contractual penalties as well as the consequences arising from the termination of the CONTRACT due to a fault or a negligence by a MEMBER.

No CONSORTIUM MEMBER shall be liable to another MEMBER for indirect or consequential losses or damages and, more specifically, losses of profit, interest or production.

ARTICLE 18: FORCE MAJEURE

The Force Majeure provisions that may be applied to the AGREEMENT shall be those provided in the CONTRACT.

Subject to the provisions of the previous paragraph, a MEMBER may claim for the benefit of a Force Majeure event as defined in the CONTRACT, provided such an event be formally recognised by the CLIENT or, in case of disagreement with the CLIENT, by a final decision of the jurisdiction or organisation designated by the CONTRACT for the settlement of disputes.

ARTICLE 19: CONFIDENTIALITY

Either MEMBER hereby undertakes to consider all information and documents handed over by the CLIENT and/or another MEMBER confidential and not to use them for purposes other than the implementation of the CONTRACT and the AGREEMENT.

Either MEMBER hereby undertakes not to disclose, in any country and in any form, any information or document relating to the CONTRACT, whether they have been handed over by the CLIENT and/or another MEMBER or not, except in the form of project summaries as may be submitted for expressions of interest or other similar forms of capability statements.

Either MEMBER hereby undertakes to consider the present document and its annexes confidential and to disclose them to third parties only pursuant to the law.

Either MEMBER shall arrange for its personnel, its experts and, if any, its subcontractors to also be under the above obligations of confidentiality.

ARTICLE 20: INTELLECTUAL PROPERTY

Subject to the CLIENT's rights, the studies, reports and documents produced by a MEMBER of the CONSORTIUM shall remain the CLIENT's property.

ARTICLE 21: COPYRIGHT

If a CONSORTIUM MEMBER wishes to be licensed to use the Copyright, which may be given by the CLIENT pursuant to the provisions of the CONTRACT, to the contents of documents it has produced during the course of the CONTRACT, the LEADER shall make a request to the CLIENT. The license given by the CLIENT shall be valid only for the MEMBER concerned, unless otherwise specifically agreed upon by this MEMBER.

No request for such a license shall be made apart from what precedes, except by prior consent of the MEMBER having produced the documents for which the licence is requested.

ARTICLE 22: PUBLICITY

The MEMBERS of the CONSORTIUM shall mention their participation in the CONTRACT only if they refer to the existence of the CONSORTIUM and give the names of its MEMBERS.

ARTICLE 23: APPLICABLE LAW

The law applicable to the AGREEMENT is French law.

ARTICLE 24: SETTLEMENT OF DISPUTES

All disputes between the PARTIES, regarding the existence, validity, interpretation, implementation and/or cancellation of the AGREEMENT (or any of its clauses) which the PARTIES could not settle out-of-court within thirty days of notification of the dispute by the plaintiff PARTY to the other PARTY, shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one

or several arbitrators appointed in pursuance of these rules. The arbitration shall be held in Brussels (Belgium), in English.

ARTICLE 25 EFFECTIVE DATE – DURATION

The AGREEMENT shall come into force upon its signature by the PARTIES and shall apply as of the effective date of the CONTRACT.

The AGREEMENT shall remain valid until the fulfilment of all obligations under the CONTRACT and the full and final settlement of any dispute that may occur between the PARTIES and/or between the PARTIES and the CLIENT. It shall come to an end only after the final payment of the operations and the auditing of all accounts following the completion of the CONTRACT.

In the event of a termination of the CONTRACT, the AGREEMENT shall also come to an end after the auditing of all accounts and preservation, wherever possible, of the interests of all the CONSORTIUM MEMBERS, as well as those of the CLIENT and the BENEFICIARY.

ARTICLE 26: NOTIFICATIONS

Any information, notice or communication between the PARTIES regarding the AGREEMENT shall be made in writing and shall be sent by registered mail, return receipt requested, or by facsimile or e-mail immediately confirmed in writing. It shall be deemed valid as of the time of its delivery to the recipient.

All such correspondence shall be sent, postage prepaid, to the following addresses:


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Either PARTY may change either its address or the name of its representative at any time by giving the other PARTIES written notice of such a change.

Made in 2 original copies in Clichy, on 01 July 2016.

For CONSEIL SANTE S.A.


Olivier KUPERMINC
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For SNSD/TUMS


Professor Fereydoun SIASSI
Dean



ANNEX 1

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1. BACKGROUND INFORMATION

1.1. Partner country

Afghanistan

1.2. Contracting Authority

European Union Delegation to Afghanistan

1.3. Country background

For the last four decades, Afghanistan has witnessed continued conflicts, which resulted in widespread insecurity, failure of State institutions and overall lack of good governance for many years. The intervention by a coalition of international forces after September 2001 and the defeat of the ruling Taliban led to the establishment of a democratic government supported by the international community. In 2014 Afghanistan went through its first peaceful handover of power, which resulted in the appointment of a new Cabinet in April 2015. However, Afghanistan still faces significant political, security and economic challenges, which require the new administration to urgently assert itself as a credible provider of State core functions in a context of fragility. The ability of the new Government to overcome those challenges will largely determine the future stability and prosperity of the country.

The GNI per capita has increased consistently in the last decade, but still is very low at US\$ 680 in 2014, with more than 35% of the population is living below the poverty line¹. About 50% of the workforce is unemployed or underemployed² and the Human Development Index ranks Afghanistan 169 out of 186 countries³. Afghanistan's poverty is not evenly distributed and it is higher among rural population and particularly high within the nomadic people⁴. Afghanistan's Gender Inequality Index value is 0.714 and it ranks 147 among 148 countries⁵.

1.4. Current situation in the sector

The health status of the afghan population and the utilization of the most essential health services have consistently improved over the last decade. The Infant Mortality Rate (IMR) has decreased from 165 to 48 deaths per 1,000 live births, while the mortality of children under five years of age has decreased from 257 in 2003 to 91 in 2012. More impressive is the fall in the maternal mortality ratio, from an estimated 1,600 maternal deaths per 100,000 live births in 2002 to less than 350 in 2010.

The Millennium Development Goals (MDG) 2012 report (MoE 2012) described mortality-related MDGs (IMR, U5MR) as being achievable within the set timeframe. In the case of the Maternal Mortality Ratio (MMR), the goal for 2015 (800 deaths per 100,000 live births) was already achieved in 2012, although with the caveats mentioned above. The MDG report is less encouraging regarding coverage of some services, such as coverage of Measles in children below one year of age and Contraceptive Prevalence Rate (CPR), which were classified off-track and unlikely to be achieved by 2015.

In spite of these improvements, systematic sector challenges identified in the past remain valid and unresolved. Prominently, access to health care remains hindered by insecurity and the scarcity of health professionals, especially female and in remote areas. The extraordinary increase in access achieved since 2002 seems to have plateaued in recent years, as well as progress on a number of other key health indicators.

Chronic undernutrition and micronutrient deficiencies are highly prevalent in Afghanistan. The results of the last National Nutrition Survey (NNS)⁶ conducted by the Ministry of Public Health (Ministry of Public Health) and UNICEF in 2013, showed that chronic undernutrition (stunting prevalence of 40.9%) is among the highest in the world and the acute malnutrition (wasting prevalence) affects 9.5% of the children under five years old. Approximately 25% of the children are underweight, and 8% of the adolescent girls, with a body mass index of less than 18.5, are

¹ <http://data.worldbank.org/country/afghanistan>, accessed 26/07/2015

² ILO. 2012 Afghanistan: Time to move to Sustainable Jobs – Study on Employment

³ UNDP. 2014 Human Development Report. Statistic Tables.

⁴ National Risk Vulnerability Assessment Report/NRVA 2011/2012

⁵ UNDP. 2014 Human Development Report. Statistic Tables.

⁶ The source of all data in this section is the National Nutrition Survey, 2013.

undernourished. Among women of reproductive age, 9.2% were found having a body mass index of less than 18.5 and only 58.4% of women practice six months of exclusive breastfeeding. On the other hand, overweight and obesity affects an increasing part of the population, with about one fifth of women (20.7%) being overweight and 8.3% obese.

Micronutrient deficiencies are widespread. Rates of Anemia among preschool aged children and pregnant women were found to be 44.9% and 40.4% respectively, while Vitamin A deficiency was 45.8% among children and 10.8% among women. Iron, Zinc, Iodine and Vitamin D deficiencies are common among women of reproductive age and children, with the highest deficiency rate for Vitamin D affecting 95.3% of women and 81% of the children.

In terms of water and sanitation, 62.9% of Afghanistan's population has access to improved drinking water sources, but only 40.4% of the population uses improved sanitation facilities. Lack of adequate water and sanitation facilities, together with poor hygiene practices, has a direct impact on the health and nutrition status of the afghan population. Although 89.7% of women reported to wash their hands with soap after defecation, only 45.1% of households had soap available at hand washing places⁷. Food insecurity affects a relative low portion of the population (6.3% of households are classified as having a poor Food Consumption Score, while 75.7% have an adequate diet).⁵

Access to reproductive health services, social status of women and girls and mothers' education and prevailing social norms are major underlying causes of malnutrition in Afghanistan. Nationally, only 48.1% of women sought antenatal care (ANC) during their last pregnancy and only 16.4% had four or more antenatal care visits.

Afghanistan ranks 36 out of 45 countries classified by the Hunger and Nutrition Commitment Index (HANCI), which compares their performance on 22 indicators of political commitment to reduce hunger and undernutrition. Malnutrition results from food insecurity, gender dynamics (poor education of mothers, status of women), cultural practices, poor sanitation and hygiene, poverty, uneven access to health services and is aggravated by the country's security situation.

With regards nutrition-specific interventions, most have been geared towards curative aspects and treatment of acute malnutrition. This emergency driven approach has not addressed adequately the prevalence of stunting. Whereas nutrition is part of the Basic Package of Health Services (BPHS) and the Essential Package of Hospital Services (EPHS), poor implementation of this component has hampered progress. Findings of the NNS showed that only 2.5% of children with acute malnutrition were registered in one of the BPHS's Integrated Management of Acute Malnutrition (IMAM) programs⁹. Of these 2.5%, almost half were hospitalized in IPD-SAM, which can be explained by the limited number of sites providing OPD-SAM.

Lack of technical capacity, workload of the medical staff and dearth of sufficient funds are some of the reasons for poor delivery of the nutrition component under BPHS and EPHS. The scarcity of health professionals with a nutritional background continues to hamper access of the population to quality nutrition services. Efforts have been made by the Public Nutrition Department (PND) of the Ministry of Public Health to functionalize the nutrition component of BPHS. In 2011, a Training of Trainers (ToT) was conducted, which brought together two trainers for each province of the country. Subsequently, resources were mobilized to cascade the trainings to the health facilities and communities, but the initiative proved less effective than expected. Other initiatives

⁷ According to the findings of the KAP module of the National Nutrition Survey (NNS), Ministry of Public Health and UNICEF, 2013.

⁹ Inpatient and Outpatient Departments for Severe Acute Malnutrition and Outpatient Departments for Moderate Acute Malnutrition

included provision of complementary foods, improvement in the reporting formats and development of a database. These efforts are still under assessment for their effectiveness. Furthermore, Save the Children and Worldvision are conducting on the job training programs in nine provinces of Afghanistan to reinforce the nutrition component of the BPHS. The Global Alliance for Improved Nutrition works with the private sector and the UN to develop programs on reducing micronutrient deficiencies and stunting. WHO, WFP and UNICEF support various NGOs to treat Severe and Moderate Acute Malnutrition. A Nutrition Surveillance and Monitoring System is being developed with the support of DFATD.

The Public Nutrition Department and the Ministry of Public Health identified the shortage of skilled health professionals in the area of nutrition and lack of nutritionists as being major factors hampering the delivery of nutrition services in Afghanistan.

The National Public Nutrition Policy and Strategy 2015 – 2020, which still needs to be approved and endorsed by the Ministry of Public Health, includes the development of human resources among its strategic components, which should be implemented through two strategic approaches:

1. Improve the nutrition component of the pre-service curriculum for medical, nursing and other relevant health personnel training institutions.
2. Develop and advocate for academically trained nutrition professionals.

In practice, these strategic directions can be achieved through the support to public and private medical universities and allied health institutes to update and improve their nutrition curricula and the establishment of in-country graduate nutrition degree programs. The collaboration with the Ministry of Higher Education is key to the pursuit of the above strategic approaches.

Both training institutions, the Kabul Medical University and the Ghazanfar Institute of Health Sciences, acknowledge the need for a revision and upgrade of the nutrition curricula in the existing diplomas and have expressed their support to the project and the establishment of Nutrition Diplomas within the institutions.

The ongoing EU's Action "Support to Health and Nutrition Services to the Afghan Population" aims at addressing malnutrition in Afghanistan in coordination with development partners and under the auspices and lead of the Public Nutrition Department. The programme addresses the capacity building needs of health professionals, service providers and training institutions and will promote innovative ways to increase communities' awareness of nutrition issues and the outreach capacity of the BPHS and EPHS implementers.

1.5. Related programmes and other donor activities

Other initiatives aiming at increasing the capacity of health professionals, service providers and training institutions to improve the delivery of nutrition services in Afghanistan are:

1. In-service training to services providers (NGOs implementing the Basic Package of Health Services) including the staff working in health facilities (doctors, nurses and midwives) and Community Health Supervisors. The in-service training is being implemented in eleven provinces by Action Contre la Faim with the support of UNICEF and in nine provinces by Worldvision and Save the Children with the support of DFATD. The Ministry of Public Health will procure the training in the remaining 14 provinces.
2. The Aga Khan University (AKU) will start running an accredited diploma program on nutrition targeting the staff of the Public Nutrition Department at central and provincial

levels. The program will be conducted in Kabul and will be taught in partnership with by the faculties of the AKU Karachi campus. The program will start in January 2016.

3. USAID has recently launched the Comprehensive Integrated Nutrition Hygiene and Sanitation Project (CINHS), a five-year, multi-sectoral and integrated project with a three-pronged approach: improving the delivery of nutrition and hygiene/sanitation specific services within the existing health system mainly through the Basic Package of Health Services (BPHS); fostering rapid adoption of optimal nutrition and WASH behaviours at the household and community levels; while increasing availability of nutrition and sanitation products. CINHS will scale cost-effective key interventions during the first 1,000 days of life-focusing on maternal nutrition and the continuum of infant and young child feeding practices (IYCF) from birth to two years of age. The project will also look at building the institutional capacity of existing Afghan institutions in nutrition. Successful implementation at scale likely includes university or health institute expertise to support Government of the Islamic Republic of Afghanistan's efforts in revising existing curricula and improving core-competency nutrition, hygiene sanitation training across existing teaching institutes and universities. Ensuring Afghan government leadership in nutrition will also include strengthening the role and leadership of the Public Nutrition Department (PND) within the Ministry of Public Health, the Executive Coordination Committee across line ministries and other donor-government coordinating committees on nutrition.
4. The CINHS Project complements other USAID funded nutrition projects including targeted iron supplementation for adolescent girls implemented with UNICEF, a regional project to fortify wheat from Kazakhstan, on-going agricultural projects improving value chain and agricultural diversity, and the future Family Planning/Maternal New-born Child Health project.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the project of which this contract will be a part is to build the capacity of health professionals and training institutions to address malnutrition in Afghanistan.

2.2. Purpose

The purposes of this contract are:

Purpose 1

To provide Technical Assistance to Kabul Medical University in order to revise, upgrade and implement the nutrition curricula of its different Faculties and to create and implement a specific nutrition module within the Masters in Public Health and a new Post-graduate Diploma in Nutrition.

Purpose 2

To provide Technical Assistance to the Ghazanfar Institute of Health Sciences in order to revise, upgrade and implement the nutrition curricula of the Diplomas of Nurses and Midwives to create and implement a new Diploma in Nutrition.

2.3. Results to be achieved by the Contractor

1. A newly established Nutrition Department is staffed and functioning within the Public Health Faculty of the Kabul Medical University after the first four months of implementation of the project.

2. The nutrition curricula of the Faculties of Curative Medicine, Stomatology, Nursing and Midwifery, Allied Health Science and Public Health at the Kabul Medical University have been revised and upgraded during the first six months of implementation of the project.
3. The teachers of the Kabul Medical University have been trained in the new nutrition curricula and became competent to teach the new curricula to the students of the Faculties of Curative Medicine, Stomatology, Nursing and Midwifery, Allied Health Science and Public Health of the Kabul Medical University in the first 12 months of implementation of the project.
4. The nutrition curricula of the Midwifery and Nursing Diplomas at the Ghazanfar Institute of Health Sciences have been revised and upgraded during the first six months of implementation of the project.
5. The teachers at the Ghazanfar Institute of Health Sciences have been trained in the new nutrition curricula and became competent to teach the new curricula to the students of Midwifery and Nursing in the first 12 months of implementation of the project.
6. A one-year Diploma in Nutrition is established at the GHIS, the courses are running and attended by at least 40 students during the last 18 months (13-30) of implementation of the project.
7. At least two teachers with expertise in nutrition have been recruited, trained and are competent to teach the courses of the Diploma in Nutrition at the Ghazanfar Institute of Health Sciences.
8. A specific nutrition module has been developed and it is being implemented as part of the learning program of the Masters in Public Health of the Kabul Medical University during the last 18 months (13-30) of implementation of the project.
9. A one -year Post-graduate Diploma in Nutrition is established at the Faculty of Public Health of the Kabul Medical University, the courses are running and attended by at least 30 students during the last 12 months of implementation of the project.
10. At least four teachers with expertise in nutrition have been recruited, trained and are competent to teach the new nutrition module of the Master in Public Health and the courses of the Post-graduate Diploma in Nutrition.
11. On-the-job training sessions on the provision of nutrition services are conducted for the students of the different Faculties and nutrition programs of the Kabul Medical University at Maiwand and Shahrarah teaching hospitals during the last 18 months (13-30) of implementation

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

It is assumed that the National Public Nutrition Policy and Strategy 2015 – 2020 will be approved and endorsed by the Ministry of Public Health during the implementation of the project. The endorsement of this document by the Ministry of Public Health will confirm the priorities of the country in terms of capacity building of human resources and the need of building a cadre of professionals in nutrition.

It is also assumed that the target institutions will commit to sustainability of the activities, and in particular, will absorb the job positions created with the project

Finally, it is assumed that the experts contracted under this project will commit for the entire period of the project. High turnover will negatively influence the quality and consistency of the technical assistance.

3.2. Risks

Main risks in Afghanistan are linked to the lack of general security and stability, but it is also worth considering risks linked to the target institutions themselves. Risks that may become reality over the course of the project implementation are linked to political interferences; loose ends in coordination of all stakeholders; decrease in the commitment to the project and potential confrontations from individuals within the institutions that may be resistant to changes.

The delay or the objection of the new Ministry of Public Health leadership to adopt and endorse the National Public Nutrition Policy and Strategy 2015 – 2020 could jeopardize the sustainability of the project in the long term. However, the pre-service training in nutrition is a well-recognized necessity in Afghanistan and opposition from the Ministry of Public Health leadership on this particular point is not expected.

The project will bring together a number of actors within different institutions (Dean of the University, Directors of the Faculties and Kabul Medical University Departments, Director of Ghazanfar Institute of Health Sciences, teachers of the Kabul Medical University and the Ghazanfar Institute of Health Sciences, staff of the Public Nutrition Department, Ministry of Public Health and Ministry of Higher Education) which will require a significant coordination between the actors involved. Lack of cooperative behaviour by any of the actors involved will make the implementation of the project

4. SCOPE OF THE WORK

4.1. General

4.1.1. Project description

The project will provide technical assistance to the Kabul Medical University and the Ghazanfar Institute of Health Sciences with the purpose of upgrading the nutritional curricula in the existing diplomas and creating new courses and diplomas in nutrition within both institutions.

The accurate implementation of the curricula by the teachers of Kabul Medical University and Ghazanfar Institute of Health Sciences, the enrolment of the new students in the Diploma and Post-graduate Diploma on Nutrition and the adequate running of the courses are also part of the technical assistance and support to both institutions.

In order to achieve the results the contractor will work in close collaboration with the Public Nutrition Department (PND) of the Ministry of Public Health and with the two training institutions, the Kabul Medical University and the Ghazanfar Institute of Health Sciences. The PND will have a prominent role in ensuring that the revision of the curricula as well as the contents of the new courses and diplomas reflect the relevant national documents (strategies, policies, guidelines and protocols) and are adapted to the reality of Afghanistan. While the contractor is expected to bring the expertise from other countries' experiences in the field of capacity building in nutrition and public health, the involvement of the PND and the training institutions themselves is necessary to ensure the adequacy of the revised and new curricula to the health and nutritional situation of the country and other influencing factors as food security, gender, education, culture, religion and socioeconomic situation.

The project will be implemented in two stages during its 30 months duration. The first stage coincides with the first 12 months of implementation of the project. During this period the contractor will be expected to achieve results from 1 to 5. In the second stage, during the following

18 months of implementation, the contractor may need to achieve the rest of the results, from 6 to 11.

The project will support the positions of the staff of the Nutrition Department at the Kabul Medical University and the newly recruited teachers during 12 months (the first year of their contract). Afterwards it is assumed that the Kabul Medical University and the GHIS will absorb these positions. A letter of commitment by the relevant institutions (Ministry of Public Health in the case of the Ghazanfar Institute of Health Sciences and Ministry of Higher Education in the case of the Kabul Medical University) will be sought prior to the commencement of the activities.

Cross – cutting issues, particularly gender and disability, need to be considered across the whole range of activities and be reflected in the proposed methodology.

How to guarantee the sustainability of the activities and the new structures created as result of the project (such the Nutrition Department at the Kabul Medical University, the two diplomas in nutrition, and the nutrition course of the Master in Public Health) needs to be considered from the beginning and it should be made explicit in the proposed methodology. The commitment of the target institutions towards the sustainability of the activities will be a precondition to the commencement of the project.

4.1.2. Geographical area to be covered

Afghanistan

4.1.3. Target groups

Main target groups and institutions of this Project are as follows:

- Staff and teachers of the Kabul Medical University
- Staff and teachers of the Ghazanfar Institute of Health Sciences
- Health professionals at Maiwand and Shahrarah teaching hospitals

The indirect beneficiaries of the project are:

- Students of medical sciences at the different Faculties and post-graduate courses in Public Health of the Kabul Medical University
- Students of the diplomas in health professions at Ghazanfar Institute of Health Sciences
- Afghan population in general, with a focus on afghan mothers

4.2. Specific work

The experts are free, in their own professional competence, to implement the methodology perceived as most appropriate.

A participatory approach is key for the achievement of the results and successful implementation of the assignment: the experts are not supposed to substitute the staff of the target institutions but to work in their support, with an appropriate mix of on the job training, technical dialogue, coaching, mentoring etc.

Given the need for flexibility in assisting such a complex project, what follows is a minimal list of tasks to be undertaken in order to achieve the contract objective. Fine tuning and adjustments will be needed along the course of the project.

Result 5: The teachers at the Ghazanfar Institute of Health Sciences have been trained in the new nutrition curricula and became competent to teach the new curricula to the students of Midwifery and Nursing in the first 12 months of implementation of the project.

- With the support of the director of the Ghazanfar Institute of Health Sciences, the contractor will identify and propose the teachers who need to be trained to teach the new nutrition curricula.
- Develop the training program and organize the training sessions, including the provision of the educational material, the print-outs of the upgraded curricula and stationaries

Result 6: A one-year Diploma in Nutrition is established at the Ghazanfar Institute of Health Sciences, the courses are running and attended by at least 40 students during the last 18 months (13-30) of implementation of the project.

- Develop the curricula and the learning programme according to internationally validated curricula.
- Ensure the compatibility of the modules and contents with international guidelines, national strategies and protocols, immediate factors of malnutrition in Afghanistan (including access to health services and access to food and constraints and opportunities of the country health system) and underlying factors (i.e. gender, education, culture, religion and socioeconomic situation).
- Implement the programme with two batches of approximately 20 students during last 18 months (13-30) of implementation of the project, including drafting the eligibility criteria and regulations for enrolment of the students and mentoring the teachers during the implementation of the lessons.
- Obtain the official validation and endorsement of the Diploma by the Ministry of Public Health.

Result 7: At least two teachers with expertise in nutrition have been recruited, trained and are competent to teach the courses of the Diploma in Nutrition at the Ghazanfar Institute of Health Sciences .

- Support the Ghazanfar Institute of Health Sciences in the selection and recruitment of two teachers with previous experience in nutrition.
- Develop the training program and organize the training sessions, including the provision of the educational material, the print-outs of the upgraded curricula and stationaries
- Provide on-the-job coaching to the teachers for the implementation of the new Diploma in Nutrition.

Result 8: A specific nutrition module has been developed and it is being implemented as part of the learning program of the Masters in Public Health of the Kabul Medical University during the last 18 months (13-30) of implementation of the project.

- Develop the curricula and the learning programme according to internationally validated curricula.
- Ensure the compatibility of the modules and contents with international guidelines, national strategies and protocols, immediate factors of malnutrition in Afghanistan (including access to health services and access to food and constraints and opportunities of

the country health system) and underlying factors (i.e. gender, education, culture, religion and socioeconomic situation).

- Implement the module during 18 consecutive months (in two batches) and mentor the teachers during the implementation of the lessons.

Result 9: A one-year Post-graduate Diploma in Nutrition is established at the Faculty of Public Health of the Kabul Medical University, the courses are running and attended by at least 30 students during the last 12 months of implementation of the project.

- Develop the curricula and the learning programme according to internationally validated curricula.
- Ensure the compatibility of the modules and contents with international guidelines, national strategies and protocols, immediate factors of malnutrition in Afghanistan (including access to health services and access to food and constraints and opportunities of the country health system) and underlying factors (i.e. gender, education, culture, religion and socioeconomic situation).
- Implement the programme with one batch of 30 students during last 12 months of implementation of the project, including drafting the eligibility criteria and regulations for enrolment of the students and mentoring the teachers during the implementation of the lessons.
- Obtain the official validation and endorsement of the Post-graduate Diploma by the Ministry of Higher Education.

Result 10: At least four teachers with expertise in nutrition have been recruited, trained and are competent to teach the new nutrition module of the Master in Public Health and the courses of the Post-graduate Diploma in Nutrition.

- Support the Kabul Medical University in the selection and recruitment of four teachers with previous experience in nutrition.
- Develop the training program and organize the training sessions, including the provision of the educational material, the print-outs of the upgraded curricula and stationaries
- Provide on-the-job coaching to the teachers for the implementation of the new Post-graduate Diploma in Nutrition.

Result 11: On-the-job training sessions on the provision of nutrition services are conducted for the students of the different Faculties and nutrition programs of the Kabul Medical University at Maiwand and Shahrarah teaching hospitals during last 18 months (13-30) of implementation of the project.

- Identify and train the health professionals (doctors, nurses and midwives) of the Maiwand and Shahrarah teaching hospitals who will conduct the practical sessions on the provision of nutrition services.
- Support and mentor the health staff of the teaching hospitals to conduct the practical sessions for the students.

4.3. Project management

4.3.1. Responsible body

The contract will be managed by the Delegation of the European Union to Afghanistan in Kabul.

4.3.2. Management structure

The Project will be implemented through a direct centralised approach as laid down in the practical guide to contract procedures financed by the general budget of the European Communities in the context of external actions. Therefore, the sole contracting and paying authority is the European Commission, represented by the Delegation of the European Union to Afghanistan. The European Commission will act on behalf of the Ministry of Public Health and the Ministry of Higher Education (the latest represented by the Kabul Medical University), of the Islamic Republic of Afghanistan.

The management structure at the EU Delegation entails a technical line (Project Officer/Task Manager, Head of Section and Head of Operations) and a Finance and Contracts line. Both are overarched by the Head of Delegation. The Task Manager will be in charge of daily follow up of the project and decisions such as commencement date, minor modifications of the actions and approval of the technical reports.

However, it is the intention of the European Commission to fully involve the Public Nutrition Department, the Ghazanfar Institute for Health Sciences and the Kabul Medical University in the decision making process related to this Project. The contractor will organize and will act as the secretariat of the Steering Committee of the project. The Steering Committee will ideally meet on quarterly basis or more often if required. Members of the steering committee will be the experts of this project as well as representatives of the EU, the Ministry of Public Health, the Public Nutrition Department ND, the Ghazanfar Institute of Health Sciences and the Kabul Medical University. The steering committee shall oversee the implementation of the project, ensuring the co-ordination between the institutions involved and will be also in charge of reviewing the progresses, making recommendations for corrective actions and validating the achievements of the project.

4.3.3. Facilities to be provided by the Contracting Authority and/or other parties

The Kabul Medical University will make available the space for the new Nutrition Department, the classrooms for the training of teachers and students. The Ghazanfar Institute for Health Sciences will make available the classrooms for the training of teachers and students.

5. LOGISTICS AND TIMING

5.1. Location

The location of the project will be in Kabul at the Kabul Medical University and the Ghazanfar Institute for Health Sciences.

5.2. Start date & period of implementation

The intended start date is May 2016 and the period of implementation of the contract will be 30 months from this date. Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staff

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

6.1.1. Key experts

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

Key expert 1: Project Manager

Estimated number of working days: 540

Key expert 1 will be leading the project team and will be responsible for the coordination with the training institutions, the Ministry of Public Health and the Ministry of Higher Education. He/She will be the overall responsible of the project in front of the EU and will ensure the adequate and timely implementation of the activities. He/She will be in charge of reporting and the routine communications with the EU. The key expert will be required to work in Afghanistan 100% of the time.

Qualifications and Skills

1	MQ	Master degree in Public Health, Public Administration, Management or related relevant field for this assignment
2	MQ	Excellent English drafting skills and Fluency
3	D	Strong analytical, communication and managerial skills, ability to lead and orientate missions and teams, leadership and coordination, ability to analyse complex situations and work with multiple stakeholders

General Professional Experiences

4	MQ	Knowledge and experience of institutional development, especially in the context of post-conflict, weak or failing states
5	D	Working experience with donors, non-governmental organizations, government and civil society
6	D	Proven ability to develop and maintain good professional relations with stakeholders, particularly counterparts and staff members

Specific professional experience

7	MQ	Previous experience working on public health issues with academic institutions
8	D	Proven progressive professional experience in managing of contracts and grants
9	D	Previous working experience in leading and appraisal of teams
10	D	Previous working experience in developing ToRs/ technical specifications/tendering documents.

Key expert 2: Nutritionist

Estimated number of working days: 540

Key expert 2 will provide Technical Assistance to the Public Nutrition Department of the Ministry of Public Health, the Nutrition Department of the Kabul Medical University, Departments' and Faculties' Directors of the Kabul Medical University and the Ghazanfar Institute of Health Sciences according to these ToRs. His/She main responsibility is to revise and develop the nutrition curricula of existing and new diplomas and courses together with the relevant staff from the Kabul Medical University and the Ghazanfar Institute of Health Sciences. He/She will have a key mentoring role towards the teachers of the training institutions and will provide training and coaching to ensure that teachers are familiar with the new curricula and competent to teach the contents to the students. He/She will be supported by the nutritionist recruited for the project as Non key experts. A solid technical background and previous experience in implementing similar projects will be required for this Key expert position.

Qualifications and skills

1	MQ	Master degree in Public Health with focus on Nutrition or Master degree / Diploma in Nutrition or equivalent or other related relevant field to the ToR.
2	MQ	Excellent English drafting skills and Fluency
3	D	Strong analytical, communication and managerial skills, leadership and coordination, ability to work with multiple stakeholders

General professional experience

4	MQ	Working experience with public health institutions in the curricula development, learning tools, pre-service training and organization of training courses.
5	D	Working experience with donors, non-governmental organizations, civil society and government institutions
6	D	Human resources development experience

Specific professional experience

7	MQ	At least 5 years working experience in the field of nutrition. Please note that years of experience will be used for scoring.
8	D	Previous working experience as practitioner (nutrition) in developing countries.
9	D	Experience in management of public health

MQ: Minimum qualifications / D: Desirable

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

6.1.2. Non key experts

The profiles of the non-key experts for this contract are as follows:

Nutritionists

Estimated number of working days: 810

The nutritionists (non-key experts) will support the Key expert 2 in all his/her functions and responsibilities. They will provide Technical Assistance to the Public Nutrition Department of the Ministry of Public Health, the Nutrition Department of the Kabul Medical University, Departments' and Faculties' Directors of the Kabul Medical University and the Ghazanfar Institute

of Health Sciences according to these ToRs. They will support the key expert in the revision of the nutrition curricula of existing diplomas and will help to develop the new courses. They will also provide training and coaching to the teachers. A solid technical background and previous experience in implementing similar projects will be required for the non-key expert positions. It is expected that the non-key experts will have the same level of skills, qualifications and experience as the key expert, with the only difference that they can be hired for shorter periods of time and their CV can be approved during the implementation of the project by the contracting authority.

Qualifications and skills

1	MQ	Master degree in Public Health with focus on Nutrition or Master degree / Diploma in Nutrition or equivalent or other related relevant field to the ToR.
2	MQ	Excellent English drafting skills and Fluency
3	D	Strong analytical, communication and managerial skills, leadership and coordination, ability to work with multiple stakeholders

General professional experience

4	MQ	Working experience with public health institutions in the curricula development, learning tools, pre-service training and organization of training courses.
5	D	Working experience with donors, non-governmental organizations, civil society and government institutions
6	D	Human resources development experience

Specific professional experience

7	MQ	At least 5 years working experience in the field of nutrition. Please note that years of experience will be used for scoring.
8	D	Previous working experience as practitioner (nutrition) in developing countries.
9	D	Experience in management of public health

MQ: Minimum qualifications / D: Desirable

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles.

The Contractor must select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. It must clearly indicate the experts' profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the Contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the Contracting Authority before the start of their implementation of tasks.

6.1.3. Support staff & backstopping

The Contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates.

6.2. Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Contractor. The costs of the office accommodation are to be covered by the fee rates.

6.3. Facilities to be provided by the Contractor

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

6.4. Equipment

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

6.5. Incidental expenditure

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the General Conditions and the notes in Annex V to the Contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract. If applicable, indicate whether the provision includes costs for environmental measures, for example CO₂ offsetting.
- Organization of trainings for the accomplishment of the results of the project.
- Organization of meetings, workshops, gatherings relevant for the accomplishment of the results of the project.
- Printing of materials and/or translation needed for the accomplishment of the results of the project.
- Training materials for conducting the on-the-job practical session at the teaching hospitals.
- Security arrangements are not foreseen in the incidental expenditure, they have to be included in the fee rate.
- The contractor shall also foresee in the incidental expenditure a number of local staff positions for the implementation of the project:

Positions	Functions/expertise	Quantity	Estimated input / expert
Project Assistant / Administrator	Functions: Support the Project Manager with the administrative tasks required for the implementation of the project. The Administrator ensures that all administrative tasks are performed in compliance with existing the procedures and regulations. He/She will be responsible for day to day financial issues and will keep record of expenditures and file finance related documents. He/she keeps the project manager informed	1	30 months

	<p>about the bank and cash balance and prepares monthly financial reports. He/she assists the project manager in following the budget lines.</p> <p>Expertise:</p> <ul style="list-style-type: none"> • Afghan National • University Graduate (Economic/Finance Faculty) • Computer skills especially with accounting programs and Ms Office Package. • Good knowledge of the English language both written and spoken. • Strong interpersonal and communication skills. • At least 4 years working experience in a relevant field. • Loyalty and commitment to his work. • Familiarity with generally accepted accounting practices. • Self-motivated to work with minimal supervision. 		
Associated expert for the Nutrition Department	<p>Functions:</p> <p>The associated expert working within the Nutrition Department of the Kabul Medical University will have a key role in the coordination of the nutrition programs across the different faculties. With the support of the PND, he/she may also ensure the coherence and consistency of the nutrition curricula with the national strategies, protocols and guidelines.</p> <p>He/She also will be in charge of the communications with the Ministry of Higher Education, and will seek for the approval and endorsement of the nutrition curricula of each of the faculties and courses. He/She may act as the focal point of the activities of the project, in particular with regards the communication between the directors of the Faculties and the Dean of the University, the project staff, the directors of the Maiwand and Shahrarah teaching hospitals, etc.</p> <p>Finally, he/she may ensure the proper implementation of the routing activities of the department, including the revision and update of the curricula across programs, implementation and organization of the courses, etc.</p> <p>Expertise</p> <ul style="list-style-type: none"> • Degree in Nutrition / Public Health. • Medical Doctor. • 5 years relevant experience in teaching Public Health or Nutrition at University level. • Specific skills in training and curricula development is a plus • Competence in spoken and written English and Dari / Pashtu 	1	12 months
Assistant / Support Staff for the Nutrition	<p>The Assistant supports the Associated expert with the routine and administrative activities of the department.</p> <p>Expertise:</p>		

Department	<ul style="list-style-type: none"> • Afghan National • University Graduate (Economic/Finance Faculty) • Computer skills especially with accounting programs and Ms Office Package. • Good knowledge of the English language both written and spoken. • Strong interpersonal and communication skills. • At least 4 years working experience in a relevant field. • Loyalty and commitment to his work. • Familiarity with generally accepted accounting practices. • Self-motivated to work with minimal supervision. 	1	12 months
4 Teachers (Kabul Medical University)	<p>Functions: The main responsibility of the teachers is to implement the nutrition curricula of the new course and diplomas after being trained on the contents of the curricula, the learning programme, etc.</p> <p>Expertise</p> <ul style="list-style-type: none"> • Degree in Nutrition / Public Health. • Medical Doctor. • 5 years relevant experience in teaching Public Health or Nutrition at University level. • Specific skills in training and curricula development is a plus • Competence in spoken and written English and Dari / Pashtu 	4	12 months
2 Teachers (Ghazanfar Institute of Health Sciences)	<p>Functions: The main responsibility of the teachers is to implement the nutrition curricula of the new course and diplomas after being trained on the contents of the curricula, the learning programme, etc.</p> <p>Expertise</p> <ul style="list-style-type: none"> • Degree in Nutrition / Public Health. • Medical Doctor. • 3 years relevant experience in teaching Public Health or Nutrition at University level. • Specific skills in training and curricula development is a plus • Competence in spoken and written English and Dari / Pashtu 	2	12 months

The provision for incidental expenditure for this contract is EUR 700 000.00. This amount must be included unchanged in the Budget breakdown.

Daily subsistence costs may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, and carried out by the contractor's authorised experts, outside the expert's normal place of posting.

The per diem is a flat-rate maximum sum covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission by the contractor's authorised experts for missions carried out outside the expert's normal place of posting. The per diem is payable if the duration of the mission is 12 hours or more.

The per diem may be paid in half or in full, with 12 hours = 50% of the per diem rate and 24 hours = 100% of the per diem rate. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - http://ec.europa.eu/europeaid/perdiem_en - at the start of each such mission.

The Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Prior authorisation by the Contracting Authority for the use of the incidental expenditure is not needed with the exception of:

- Organization of meetings, workshops, gatherings relevant for the accomplishment of the goals of the project.
- Performance based payments (i.e. special tasks) pending prior approval on case by case basis by the Contractual Authority.
- Local staff positions.

6.6. Lump sums

No lump sums are foreseen in this contract.

6.7. Expenditure verification

The provision for expenditure verification covers the fees of the auditor charged with verifying the expenditure of this contract in order to proceed with the payment of any pre-financing instalments and/or interim payments.

The provision for expenditure verification for this contract is EUR 20,000. This amount must be included unchanged in the Budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

7. REPORTS

7.1. Reporting requirements

Please see Article 26 of the General Conditions. Interim reports must be prepared every six months during the period of implementation of the tasks. They must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 of the General Conditions. There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section 4.2 of these Terms of Reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the Contractor shall provide the following reports:

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and work plan for the project	No later than 1 month after the start of implementation
6-month Progress Report	Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months accompanied by an invoice and the expenditure verification report.	No later than 1 month after the end of each 6-month implementation period.
Draft Final Report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.
Final Report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	Within 1 month of receiving comments on the draft final report from the Project Manager identified in the contract.

7.2. Submission & approval of reports

One paper copy and the electronic version of the reports referred to above must be submitted to the Task Manager identified in the contract. The reports must be written in English. The Task Manager is responsible for approving the reports.

In addition, a short monthly report based on the logical framework and the list of activities needs to be delivered to the Task Manager. This report will not be subject to formal approval but will constitute the basis for routine follow up. Please note that as a standard practice the Beneficiary country needs to be involved in the comments and the approval of the reports. In the absence of comments or approval by the Beneficiary country within the set deadline, the reports are deemed to be approved.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The Contractor must monitor and evaluate progresses towards achieving above mentioned expected results. To measure achievement, a series of verifiable outcome and output indicators have been identified along with their sources of verification. (See the Logical Framework under Section 8.3). These indicators shall be discussed with the Ministry of Public Health and the Public Nutrition Department, the Kabul Medical University, the Ghazanfar Institute of Health Sciences and with the Contracting Authority during the inception phase and be fully determined in the inception report, along with the Contractors work plan and monitoring arrangements.

8.2. Special requirements

The Contractor must also comply with the latest Communication and Visibility Manual for EU External Action (see <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-15-January-2016>)

15 January 2016

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eu-external-actions_en) The compliance with this shall be made an output of the contract and the contractors shall include in its reporting what have been accomplished.

8.3. Logical Framework

Expected Results	Measurable Indicators	Means of Verification
Result 1: A newly established Nutrition Department is staffed and functioning within the Public Health Faculty of the Kabul Medical University after the first four months of implementation of the project.	<p>1.1.The associated expert of the nutrition department at the Kabul Medical University has been recruited by the 4th month of implementation of the project.</p> <p>1.2.The Nutrition Department is involved in the activities of the project and implements a coordination role between the KMU and its faculties, the PND and the project staff.</p>	<p>Relevant documents of the recruitment process and signed time sheets.</p> <p>Records of meetings, reports and other documents produced by the department.</p>
Result 2: The nutrition curricula of the Faculties of Curative Medicine, Stomatology, Nursing and Midwifery, Allied Health Science and Public Health at the Kabul Medical University have been revised and upgraded during the first six months of implementation of the project.	<p>2.1.The Nutrition Curricula of the five faculties of the KMU have been finalized and officially endorsed by the Ministry of Public Health and the Ministry of Higher Education after 6 months of implementation of the project.</p> <p>2.2.The five faculties at the Kabul Medical University integrated the nutrition curricula into their learning program after 12 months of implementation of the project.</p>	<p>Copy of the five Nutrition Curricula.</p> <p>Official letters from the Ministry of Public Health and the Ministry of Higher Education.</p> <p>Learning programs of the five Faculties.</p>
Result 3: The teachers of the Kabul Medical University have been trained in the new nutrition curricula and became competent to teach the new curricula to the students of the Faculties of Curative Medicine, Stomatology, Nursing and Midwifery, Allied Health Science and Public Health of the Kabul Medical University in the first year of implementation of the project.	3.1.Number of teachers at the Kabul Medical University that completed the training and are able to teach the new nutrition curricula.	<p>Registration to the trainings and attendance sheets.</p> <p>Post-training test to teachers.</p>
Result 4: The nutrition	4.1.The Nutrition Curricula of the two	Copy of the Nutrition Curricula

<p>curricula of the Midwifery and Nursing Diplomas at the Ghazanfar Institute of Health Sciences have been revised and upgraded during the first six months of implementation of the project.</p>	<p>diplomas at the Ghazanfar Institute of Health Sciences have been finalized and officially endorsed by the Ministry of Public Health after 6 months of implementation of the project.</p> <p>4.2.The Midwifery and Nursing Diplomas at the Ghazanfar Institute of Health Sciences have integrated the nutrition curricula into their learning program after 12 months of implementation of the project.</p>	<p>of the two Diplomas.</p> <p>Official letters from the Ministry of Public Health.</p> <p>Learning programs of the two Diplomas.</p>
<p>Result 5: The teachers at the Ghazanfar Institute of Health Sciences have been trained in the new nutrition curricula and became competent to teach the new curricula to the students of Midwifery and Nursing in the first year of implementation of the project.</p>	<p>5.1.Number of teachers at the Ghazanfar Institute of Health Sciences that completed the training and are able to teach the new nutrition curricula.</p>	<p>Registration to the trainings and attendance sheets.</p> <p>Post-training test to teachers.</p>
<p>Result 6: A one-year Diploma in Nutrition is established at the the Ghazanfar Institute of Health Sciences, the courses are running and attended by at least 20 students during the 2nd and 3rd years of implementation of the project.</p>	<p>6.1.The curricula of the Diploma in Nutrition has been finalized and officially endorsed by the Ministry of Public Health in the first year of implementation of the project.</p> <p>6.2.Number of students enrolled in the course during the last 18 months (13-30) of the implementation of the project.</p> <p>6.3.Number of students that successfully completed the course and obtained the Diploma in Nutrition.</p>	<p>Copy of the Nutrition Curricula and learning program of the course.</p> <p>Official letters from the Ministry of Public Health.</p> <p>Registries of the Ghazanfar Institute of Health Sciences.</p> <p>Certificates of the Diploma in Nutrition.</p>
<p>Result 7: At least two teachers with expertise in nutrition have been recruited, trained and are competent to teach the courses of the Diploma in Nutrition at the Ghazanfar Institute of Health Sciences .</p>	<p>7.1.Number of teachers with background in nutrition recruited.</p>	<p>Relevant documents of the recruitment process and signed time sheets.</p>

<p>Result 8: A specific nutrition module has been developed and it is being implemented as part of the learning program of the Masters in Public Health of the Kabul Medical University during the 2nd and 3rd years of implementation of the project.</p>	<p>8.1.The Nutrition Curricula of the Module has been finalized and officially endorsed by the Ministry of Public Health and the Ministry of Higher Education after the first 12 months of implementation of the project.</p> <p>8.2.Number of students that successfully completed the nutrition module.</p>	<p>Copy of the Nutrition Curricula and learning program of the module.</p> <p>Official letters from the Ministry of Public Health and the Ministry of Higher Education.</p>
<p>Result 9: A one-year Post-graduate Diploma in Nutrition is established at the Faculty of Public Health of the Kabul Medical University, the courses are running and attended by at least 30 students during the 3rd year of implementation of the project.</p>	<p>9.1.The curricula of the Post-graduate Diploma in Nutrition has been finalized and officially endorsed by the Ministry of Public Health in the second year of implementation of the project.</p> <p>9.2.Number of students enrolled in the course in the last 12 months of the implementation of the project.</p> <p>9.3.Number of students that successfully completed the course and obtained the Post-graduate Diploma in Nutrition.</p>	<p>Copy of the Nutrition Curricula and learning program of the course.</p> <p>Official letters from the Ministry of Public Health and the Ministry of Higher Education.</p> <p>Registries of the Faculty of Public Health of the Kabul Medical University</p> <p>Certificates of the Post-graduate Diploma in Nutrition.</p>
<p>Result 10: At least four teachers with expertise in nutrition have been recruited, trained and are competent to teach the new nutrition module of the Master in Public Health and the courses of the Post-graduate Diploma in Nutrition.</p>	<p>10.1.Number of teachers with background in nutrition recruited.</p>	<p>Relevant documents of the recruitment process and signed time sheets.</p>
<p>Result 11: On-the-job training sessions on the provision of nutrition services are conducted for the students of the different Faculties and nutrition programs of the Kabul Medical University at Maiwand and Shahrarah teaching</p>	<p>11.1.Number of students attending the practical sessions at Maiwand and Shahrarah teaching hospitals.</p>	<p>Post-training test to students.</p>

hospitals during the last 18 months (13-30) of implementation of the project.		
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ANNEX 2

FINANCIAL PROVISIONS

The allocation of the volume of expertise and the associated fees will be as follows:

A) General allocation of the working days for SNSD/TUMS

Short-Term Senior experts: maximum 300 man-days. This figure is indicative. The final share will depend on the capacity of each Member to submit relevant candidates and employ them.

B) Fee rates

Type of expertise	Net Unit rate per working day (in EUR)
Senior regional/international expertise (1)	796
Senior local expertise (2)	398

Unit rates are net of project support costs (office, local logistics, communication, local transportation, etc.) and management fees deducted by the Leader for the management of the overall project and risks associated.

(1) The fee rates for international expertise include:

- the remuneration actually paid to the experts;
- administrative costs of employing the relevant experts, including equipment (laptop), local taxes, accommodation (per diems), medical insurance, leave, and other employment benefits;
- the margin, covering the MEMBER's overheads, profit and backstopping facilities;
- the flight from the country of residence to the country of assignment;
- the cost for visa, airport taxes and taxi from and to the airports.

(2) The fee rates for local expertise include:

- the remuneration actually paid to the experts;
- administrative costs of employing the relevant experts, including equipment (laptop), local taxes, accommodation, medical insurance, leave, and other employment benefits;
- the margin, covering the MEMBER's overheads, profit and backstopping facilities.

Other operational costs are supported by the local budget and/or the incidental expenditures budget.

The SERVICES and budget distribution may be revised if necessary, notably in the event the CONTRACT is modified or if one of the MEMBER is unable to submit qualified experts on time. Each MEMBER shall **submit the application of a suitable expert in the 10 days following the reception of the terms of references**. If the proposed candidate is not qualified enough, the other MEMBER will be asked to submit another candidate as well.

The tables are indicative. The final share will depend on the capacity of each MEMBER to submit relevant candidates and employ them.

C) Detailed List of Supporting Documents to be Delivered by the Consortium Member to the Leader

Type of Expense	Supporting Document	To be Delivered...
Fees and Per diems (experts)	Timesheets	At the end of each mission or each month
Visa Expenses (experts)	Original receipts	Monthly
International Travel (experts)	Original invoices issued by travel agencies, boarding cards, passenger receipts and/or used ticket stubs	Monthly

ANNEX 3
TIMESHEET FORM

Contract title:	
Service Contract No.:	
Indentification No.:	
CONSEIL SANTE Contract No.:	
Country:	
Name of Expert:	
Position:	

MONTH: **July** YEAR: **2016**

Date	Day	Nights spent outside Kabul	Place of performance (city & country)	Activities: (Travel, Mission, Reporting)
1	Fri.			
2	Sat.			
3	Sun.			
4	Mon.			
5	Tue.			
6	Wed.			
7	Thu.			
8	Fri.			
9	Sat.			
10	Sun.			
11	Mon.			
12	Tue.			
13	Wed.			
14	Thu.			
15	Fri.			
16	Sat.			
17	Sun.			
18	Mon.			
19	Tue.			
20	Wed.			
21	Thu.			
22	Fri.			
23	Sat.			
24	Sun.			
25	Mon.			
26	Tue.			
27	Wed.			
28	Thu.			
29	Fri.			
30	Sat.			
31	Sun.			

Total:	
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Date & Signature of the EUD

Date & Signature of Expert

ANNEX 4

CODE OF CONDUCT AND OF ETHICS FOR CONSEIL SANTE EXPERTS AND STAFF MEMBERS

Code of Conduct and of Ethics for CONSEIL SANTE Experts and staff members

Introduction

CONSEIL SANTE seeks to apply the highest standards in its work and prioritises working with experts and staff members who demonstrate that commitment. This Code of Conduct and of Ethics outlines the standard of behaviour expected of individuals contracted by CONSEIL SANTE as experts on individual assignments or as permanent staff members.

No Code can be exhaustive and this one does not seek to address every ethical issue that experts and staff members may face on assignment. The Code is not a substitute for exercising good judgment and taking the initiative to seek guidance from colleagues and CONSEIL SANTE. In this, CONSEIL SANTE relies on the professionalism of all experts and staff members:

- to inform themselves of standards and norms relevant to the assignment and their role;
- to comply with the law;
- to act with transparency, integrity and professionalism in every situation.

General standards

In the performance of all duties, experts and staff members shall strive to achieve the highest professional standards of conduct and accountability. At all times experts and staff members are expected to:

- Propose themselves for assignments solely in those areas in which they are competent to perform and to present an accurate account of their qualifications, expertise, experience and availability
- Demonstrate professional integrity and honesty
- Act in good faith, with care and diligence
- Disclose any personal, business or financial interests that might represent, or be construed as, a conflict of interest
- Respect universally recognized human rights, (whether or not such respect is enforced through national legislation) including due consideration to issues of gender
- Treat all persons in an equitable and fair manner, and with proper respect for their rights and obligations, regardless of race, colour, sex, religion, ethnic or social origin or disability
- Respect the laws, values and traditions of the host country¹

¹ Any behaviour that is not acceptable in a particular cultural context should be avoided. However, if a tradition is directly contrary to any recognised international human rights standard, the Expert must be guided by it.

- Obey any lawful direction, instruction or order given by any person authorised by law to do so
- Act in the best interests of, and in a manner that will reflect positively on, CONSEIL SANTE, its client, partners (where applicable) and the wider community
- Ensure clarity in all communications regarding the experts and staff members status vis-a-vis CONSEIL SANTE, its client or partners (where applicable)
- Clearly separate any official action or views as an CONSEIL SANTE Expert representative from any political action or views, and ensure that no conflict of interests arises between such activity or comment and their official CONSEIL SANTE duties
- Perform any duties associated with their position conscientiously, courteously, efficiently, impartially, and to the best of their ability, in a manner that withstands the closest external scrutiny and meets all legal and best practice standards.

Teamwork

At all times experts and staff members are expected to:

- Adopt a team approach to assignments, with team leaders' to ensure clear roles and responsibilities for each team member according to the specific Terms of Reference, while ensuring that all team members' contributions are respected
- Contribute to team relations which foster a working environment in which people trust and respect one another and in particular not to engage in, or tolerate, any behaviour that constitutes discrimination or harassment²
- CONSEIL SANTE works to create and maintain, and expect all staff to contribute to, safe and healthy working circumstances
- Maintain and enhance the understanding and confidence of clients, partners, colleagues, and the wider community in CONSEIL SANTE's work; and ensure that their individual contribution to assignments contributes to CONSEIL SANTE's aim of delivering support that assists clients and partners in meeting their legal and policy commitments for sustainable overseas development.
- Set and maintain standards of leadership that are consistent with this Code and be seen at all times to act in support of these goals and policies, and actively contribute to their achievement
- Exercise high standards of personal and professional conduct, and encourage colleagues to do the same

² Harassment is any type of speech or conduct that unreasonably interferes with work or creates an intimidating, hostile, or offensive work environment. Sexual harassment is any unwelcome sexual advance, request for sexual favor, or other verbal, nonverbal, or physical conduct of a sexual nature, which interferes with work, is made a condition of employment, or creates an intimidating, hostile, or offensive environment.

- Safeguard privacy and confidentiality of matters of a personal nature relating to other colleagues
- Respect the contractual arrangements governing intellectual property and copyright
- When in doubt regarding the ethics of a specific situation, seek guidance from the Compliance Officer of SOFRECO / CONSEIL SANTE

Relations with society in partner countries - integrity

At all times experts and staff members are expected to:

- Comply with, and be seen to act within, the spirit and letter of the law and the terms of this Code including during non-working days on assignment
- Ensure that any procurement role they carry out or advise on adheres to applicable policies and guidelines
- Disclose any fraud, corruption, misconduct of which they become aware
- Giving or receiving gifts or gratuities: CONSEIL SANTE experts and staff members may not give or receive gifts that exceed customary courtesies common under accepted ethical practice. As a guideline, gifts of more than €80 are inappropriate and should be declined. In addition to provisions regarding corruption which means that gifts in exchange for favours or undue consideration must always be rejected, CONSEIL SANTE experts and staff members should decline any gifts whose acceptance could raise suspicion of improper influence or conduct. If refusing a gift would offend the expert should politely explain that acceptance of gifts is prohibited by your contract to prevent any perception of corruption
- Bribing and corrupting public officials are both a breach of this Code and in most jurisdictions a serious crime. CONSEIL SANTE experts and staff members may not, either directly or indirectly, offer, promise, give, demand or accept bribes or other undue advantage to obtain or retain any improper advantage to or from anyone for any reason. In particular, charitable contributions or expenses shall not be used as a subterfuge for bribery. No one at CONSEIL SANTE has the authority to direct or authorize anyone to violate the law or the principles laid out in this Code
- Any perceived attempt to bribe or corrupt an expert should be promptly reported to the SOFRECO's / CONSEIL SANTE's Compliance Officer
- CONSEIL SANTE recognizes the inherent unequal power dynamic and the resulting potential for exploitation in overseas development assistance, and that such exploitation undermines the credibility of work and severely damages victims of these exploitive acts, their families and communities. For this reason, experts and staff members shall not engage in sexual relationships with persons under the age of 18 years. Specifically prohibited is sexual exploitation or sexual abuse³

³ CONSEIL SANTE applies the definitions of sexual exploitation or sexual abuse as set out in UN General Assembly in "Special measures for protection from sexual exploitation and sexual abuse" A/58/777, 23 April 2004; "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Personal safety and security

- Each expert and staff member is the first person responsible for their own personal security while travelling.
- Each expert and staff member is responsible to ensure they do not undermine the security of others - their team members, their colleagues, the stakeholders they meet.
- This requires a full management systems approach to security-awareness by the expert in close co-operation with the Team Leader, and the managers of the assignment. This includes threat and risk identification and assessment, with preventive action regarding the range of any context-specific concerns (whether crime, terrorism, civil unrest, natural disaster, road traffic accident etc.).

Implementation of this Code of Conduct and of Ethics

- This Code is to be used with other Quality Assurance Guidelines and measures adopted by CONSEIL SANTE. This Code is issued to all CONSEIL SANTE experts and staff members who undertake to make every effort to ensure that both its content and spirit are respected.
- Where an issue arises, in the first instance experts and staff members are expected to assess the appropriateness of their decisions, actions or inaction:
 - Would your action or inaction comply with the letter and spirit of this Code of Ethics?
 - Does your action or inaction comply with all applicable laws, regulations and rules?
 - Is your decision or action fair to all those affected by it?
- Experts and staff members may report in confidence their concerns to their SOFRECO's / CONSEIL SANTE's Compliance Officer to be documented and reviewed. No expert will suffer demotion, penalty, loss of pay or other adverse consequences for reporting any attempt at bribery and corruption and for refusing to pay such bribes even if this leads to loss to CONSEIL SANTE.
- CONSEIL SANTE takes pro-active initiatives to ensure excellence in implementation and to mitigate risk: CONSEIL SANTE ensures provision of documentation, pre- and post- expert to ensure understanding of the project objectives, and to ensure ongoing support is provided to experts and staff members. It also takes reactive initiatives: CONSEIL SANTE regularly monitors implementation of assignment. Inappropriate behaviour is identified early and corrected or leads to immediate expert replacement. CONSEIL SANTE is available to travel to country to find solutions. CONSEIL SANTE's QA system monitors quality of outputs, poor quality outputs are corrected.
- When assessing possible breaches of this Code, CONSEIL SANTE will adhere to the principles of natural justice, including acting in good faith and offering the expert concerned the timely opportunity to respond.



C. UNGERER
Président Directeur Général