

**PREMIERE URGENCE INTERNATIONALE – OCCUPIED PALESTINIAN TERRITORY (oPt)
TERMS OF REFERENCE FOR A PROTECTION MONITORING CONSULTANT,
GAZA – 3 MONTHS**

Requesting mission:	OpT mission, Gaza Field Office
Date:	From November 2018
Program area and specific project involved:	Gaza, ARA, ECHO Gaza Partnership (“Protecting at-risk vulnerable households and building an enabling environment for resilient communities in the Gaza Strip)

1. Purpose of Assignment

The purpose of this assignment is to coordinate and facilitate the implementation of the ECHO Consortium project protection component in the Access Restricted Area (ARA), in Gaza, and particularly focusing on Restructuring of the referral mechanism for the ARA incidents related to IHL and IHRL violations, including:

- a) Improving data collection related to IHL/IHRL violations occurring in the ARA, collecting available information and, if needed, monitoring neglected incidents like those entailing property damages to complement existing databases;
- b) Developing methodology and approach to set up an institutionalized system (including verification of information on the field through protection assessment of incidents in pilot areas/sectors, i.e. incident reports), pending availability of resources and further coordination within the current humanitarian architecture, as needed.

2. Background

Première Urgence Internationale (PUI), is present in the oPt since 2002, intervening in the fields of humanitarian aid, emergency response & risk reduction and development. PUI has implemented a wide range of projects, mainly targeting the sectors of food security and livelihood, WASH and shelter. PUI currently has permanent offices in Ramallah, Nablus and Gaza. In the last years, PUI has focused on the implementation of a protection approach in its programs where populations are directly exposed to violations of human rights and IHL. Since 2016, PUI has been working on linking protection and access to livelihoods, towards an LRRD approach. PUI’s most recent activities include access to land and livelihoods in access restricted areas, support to farmers and women economic empowerment through income generating activities, both in West Bank and Gaza Strip.

In the context of the protracted crisis of Gaza, Protection is a key sector to adequately understand, address, and respond to the populations’ humanitarian needs arising from the on-going conflict and political status-quo. Protection approach in the Gaza Strip enables the teams to identify general protection needs and threats, and to propose corrective and responsive measures taking roots in several sectors, including Food Security and Livelihoods, Shelter, and WASH.

The current Gaza context remains highly volatile and fragile, quickly impacted and reacted to local and international political changes and socio-economic shocks. It therefore requires important adjustments and anticipation capacities for partners to be able to adequately respond to increasing and changing needs of the Gazan population. In this context, Action Against Hunger, the Norwegian Refugee Council, and Première

Urgence Internationale forming a Consortium are currently implementing an ECHO funded multi-sectorial intervention in Gaza aiming at enhancing the protection of the targeted vulnerable groups against violations of IHL and IHRL by combining an integrated approach offering: emergency preparedness and response, a multi-layer assistance, and evidence-based humanitarian advocacy.

PUI Mission in OPT has a recognised expertise in protection information management and incidents response in the West Bank, under the umbrella of the West Bank Protection Consortium. In place since 2015, its current response to settler-related incidents largely rests on its Early Warning and Response System. PUI set up a network of community-based surveillance mechanisms, covering around 70 among the most vulnerable communities in the WB. Each cell is responsible for alerting incidents in their area and supporting emergency and protective responses by a wide-range of stakeholders. Since 2017, PUI has been working with OCHA, OHCHR, leveraging their mandates for humanitarian and protection coordination, and other relevant stakeholders on institutionalizing this EWRS as an inter-cluster mechanism mapped to the Inter-Cluster Coordination Group (ICCG), in order to support a more systematic and accountable response by the humanitarian community as a whole and the related advocacy efforts. We expect that in 2019 the mechanism is fully operational, involving the whole cluster system and a range of responders, being PUI one of the main one on the side of “hard” responses (shelter, WASH and food security and livelihoods), coupled with some soft responses (mainly on advocacy, accountability towards community and local authorities engagement). Based on this experience and expertise, PUI wants to investigate how to reproduce a similar mechanism for incidents due to IHL/IHRL violations in the ARA in Gaza, taken into account the due differences in the context and humanitarian coordinated responses.

3. Scope of Work

- Design and develop a Protection Monitoring mechanism for the recording and response to protection incidents occurring within the Gaza Access Restricted Area, in cooperation with all relevant stakeholders, including the collection of existing data and sources available, as well as the creation of a data collection especially dedicated to property damages. It entails data management, data analysis, and data exploitation systems, and the establishment of data management protocol, and data sharing agreements with all relevant stakeholders, in the respect of all protection principles;
- Mapping of actors able to respond to violations;
- Design and develop an effective referral mechanism to facilitate the access to adequate responsive services to the protection incidents victims in the ARA, in coordination with all relevant stakeholders, including the establishment of referral agreements with the relevant services providers;
- Coordinate and facilitate external relations and visibility related to the Protection activities in Gaza under the ECHO Consortium grant;
- Support the creation of sound monitoring and evaluation tools and systems for the Protection activities in the ARA, in coordination with the MEAL team;
- Coordinate the pilot of the Protection Monitoring mechanism;
- Facilitate the creation and execution of evidence based advocacy campaigns, in coordination with the Advocacy Coordinator for the oPt mission; and
- Prepare periodic reports on programmatic progress and financial utilization
- Support the coordination and implementation of the Protection activities under the Gaza ECHO Consortium Grant;
- Support the design and development of the ECHO Gaza Consortium Protection activities resources and tools;

4. Work schedule

The anticipated duration of the contract is 3 months, starting in November 2018. The consultant will work for PUI oPt mission on a full-time basis and be based in Gaza.

PUI will provide accommodation, daily transportation to work and for trips related to the assignment (field visits, meetings etc...). Any other expense should be assumed by the consultant and should be then included in the financial proposal.

5. Deliverables

The consultant is expected to deliver the following key outputs:

- a) Design and develop a detailed Protection Monitoring mechanism for the recording and coordination of the response to protection incidents taking place in the ARA, Gaza
- b) Design and develop an effective referral mechanism and pathway for the response to protection incidents recorded through the monitoring mechanism, in collaboration with relevant actors in the UN-led cluster system and within the Partnership
- c) Propose a digitized monitoring system to enhance collection, analysis and dissemination of qualitative and quantitative data, with the support of technical staff.
- d) Monthly program reports on Protection activities, including narrative reports on progress towards expected results, updated logframes, and financial utilization.
- e) Contribute to communication and advocacy plan and materials on ARA Protection response, including: brochures and leaflets, press releases, blogposts, infographics and blurbs for social media and e-newsletters.
- f) Final progress report to PUI oPt Mission on completed tasks and progress towards planned outputs, as well as details recommendations for future development of the activities (work plan).

6. Payment schedule

Payments by PUI are delivery-based. Any deliverable not meeting the required specifications will have to be reworked and resubmitted at no additional cost to PUI. The proposed payment schedule is the following:

- 20% of total payment payable as an advance
- 60% upon delivery and acceptance of deliverables a), b) and c) (20% each)
- 10% upon completion of deliverable d)
- 10% upon completion of deliverables e) and f)

Payments will be made upon submission and validation of progress reports on completed tasks, outlined against planned outputs. Based on the report and satisfactory performance, payments will be certified by the supervisor.

7. Type of supervision that will be provided

The consultant will work under the direct supervision of the Deputy Head of Mission for Program, with a daily / security report to the Gaza Office Field Coordinator. The supervisor will have frequent interactions with the consultant at various stages in order to brief the consultant on the situation/assignment; agree on the process and clarify the deliverables; provide feedback and comments on intermediary products; and track the progress made by the consultant. The supervisor, along with HQ's Program Officer, will evaluate the consultant's work and certify delivery of work.

8. Place of work

The consultant will work full-time out of the Gaza PUI Office, in oPt. Regular office hours are 8:30 to 16.30 from Sunday to Thursday (breaks not included).

Office space as well as an internet connection will be provided, however the consultant is responsible for bringing his/her own laptop.

9. Qualifications and specialized knowledge/experience required

Education:

- Advanced university degree (Master) in IHL / IHRL, international relations, or a related discipline
- Minimum five years of work experience in Emergency Protection programming / protracted crisis, with at least three years in a complex environment
- Solid technical knowledge of Protection programming and IHL / IRHL related issues
- Demonstrated experience with program design, development and implementation, monitoring and evaluation using both quantitative and qualitative techniques.
- Previous work experience with PUI, and experience working in Gaza / in the oPt will be considered an asset.

Personal/organizational Competencies:

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

10. How to apply

Qualified candidates are requested to submit an all-inclusive monthly fee, cover letter, CV and one written sample of previous work related to protection monitoring and surveillance via email to hr@premiere-urgence.ps and icallot@premiere-urgence.org.

11. General conditions of contracts for the services of consultants

1. Legal Status

The individual engaged by PUI under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to PUI. The Contractor is neither a "staff member" under the PUI policies and procedures. The Contractor may, however, be afforded the status of "Experts on Mission" and the Contractor if required by PUI to travel in order to fulfill the requirements of this contract, the Contractor may be issued a PUI identification card.

2. Obligations

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Contractor must respect the impartiality and independence of PUI and the Consortium Partners and in connection with this contract must neither seek nor accept instructions from anyone other than PUI. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on PUI or the Consortium Partners, and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of PUI. The Contractor must exercise the utmost discretion in all matters relating to this contract. In particular, but without limiting the foregoing, the Contractor

(a) will conduct him- or herself in a manner consistent with PUI's Code of Conduct; and
(b) will comply with the administrative instructions and policies and procedures of PUI relating to fraud and corruption; information disclosure; harassment, sexual harassment and abuse of authority; and the requirements set forth in the safety and security standard operating procedure for the oPt mission and Gaza.

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

3. Title rights

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

4. Statement of good health

Before commencing work, the Contractor must deliver to PUI a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health

(a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and

(b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to PUI, the Contractor's medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

5. Insurance

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor can benefit PUI's the life or health insurance schemes available to PUI staff members upon request, yet the related costs shall be deducted from the final payment.

6. Penalties for Underperformance

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

ETHICS FOR SAFEGARDING THE INTERESTS/RIGHTS OF VULNERABLE INDIVIDUALS

NON-DISCRIMINATION

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

PARTICIPATION

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

INFORMED CONSENT

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

IDENTIFICATION OF RISKS / DO NO HARM

Consultant should be mindful of the risks involving all individuals, and in particular children and women in the project. Consultant should withhold information where that information may place them at risk and take necessary measures to protect them from placing themselves at risk.

CONFIDENTIALITY

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

MISUSE OF INFORMATION

Consultants are fully responsible for considering the short and long term consequences of the project from the different perspectives of participants, policy-makers, partners, and PUI.