

TERMS OF REFERENCE FOR INDIVIDUALS AND/OR INSTITUTIONAL
CONSULTANCY

Requesting Section: UNICEF Pacific – Policy, Evidence and Social Protection

Date/Updated date: 22/05/2017

Programme Area and Specific Project involved: 9.1 Collection, analyses and dissemination of disaggregated data on the situation of children and women strengthened

Project: Knowledge, Attitudes and Practice (KAP) Study on Children with Disabilities in Vanuatu

Background & Justification:

UNICEF Pacific is a multi-country office that promotes the rights and wellbeing of every child in the Cook Islands, Fiji, Kiribati, the Marshall Islands, the Federated States of Micronesia, Nauru, Niue, Palau, Samoa, the Solomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu. These 14 Pacific Island Countries (PICs) are home to 2.4 million people, including 1.2 million children and youth, living on more than 660 islands and atolls stretching across 17.2 million square kilometres of the Pacific Ocean.

Persons with disabilities everywhere are at risk of not having their human rights met compared to the rest of the population. A lack of physical accessibility and social attitudes towards disability mean that persons with disability are often left out of community life.¹ Persons with disabilities in the Pacific face many entrenched cultural and physical barriers to full participation, exclusion from communities, education and the workplace and there is also limited availability of early detection and identification and interventions.²

According to UNESCAP, an estimated 17% of people in the Pacific (including Australia and New Zealand) have some form of disability.³ Less than 10% of children with disabilities in the Asia Pacific region attend school, compared to 70% of children who do not have a disability.⁴ These low levels of educational attainment lead to high unemployment of persons with disabilities, which untenable estimates as double that of the general population. Despite, it being one of the most concerning issues, disability is low on the policy agenda and significantly lacks data and concrete evidence in the PICs. Thus, the issue of disability receives meagre proportions of national budgetary resources.

However, there are a few PICs that make extra efforts to address the disability issue. In the region, Vanuatu is recognized as a leader in promoting the rights of persons with disabilities. Vanuatu has ratified the UN CRPD in 2008 and since then has taken a number of important steps towards implementing the CRPD. The Government of Vanuatu had developed a National Disability Policy and Plan of Action 2008-2015, the Mental Health Policy and Plan 2009-2015, and the Inclusive Education Policy and Strategic Plan 2010-2020. It has also created a Disability Desk in the Ministry of Justice and Community Affairs and conducted a review of existing data on women, men and children with disabilities in 2014. While there has been progress to improve the lives of persons with disabilities, critical issues remain, including access to services, participation as well as social prejudices and discrimination.

¹ Tavola, H., 2012. Addressing Inequalities: Disability in Pacific Island Countries. United Nations Economic and Social Commission for Asia and the Pacific, Pacific Office.

² Ibid

³ United Nations Economic and Social Commission for Asia and the Pacific (UNESCAP), 2012. Disability at a Glance: 2012. United Nations Economic and Social Commission for Asia and the Pacific, Bangkok.

⁴ Ibid

As in many parts of the world, stigma is a key problem facing children with disabilities and their families which leads to feelings of shame and fear, negative stereotyping in media, myths and misconceptions and prejudicial acts by the public, and laws and policies that provide insufficient protection and inhibit access to services and resources. Meantime, from a behaviour and social change perspective, the current situation suggests that there is a social norm and widespread negative perception (ranging from charity to hostility) towards children with disabilities. As such, these negative attitudes permeate throughout society and manifest themselves in individual and collective human interactions, service delivery considerations and policy decision-making.

To address many of the above mentioned issues, UNICEF advocates for mainstreaming approaches aimed at including children with and without disabilities together in equally supportive and enabling environments. UNICEF's work for children in the Pacific is a multi-sectoral disability-inclusive development approach. As reliable data on disability is often not available in the Pacific, UNICEF, has been working, collaboratively with other development and regional organisations to strengthen data and statistical collection systems, supporting the inclusion of disability measurement modules for planned national surveys such as Demographic Health Surveys, Censuses and building capacity in data analysis and advocacy.

UNICEF, with funding from DFAT is currently implementing the second phase of Rights, Education and Protection (REAP II) programme. The DFAT-UNICEF REAP II (2015-2019) is based on UNICEF's progress in promoting and implementing measures to mainstreaming disability throughout all its programming areas. The REAP II programme addresses both the sub-regional (Pacific Islands) and one in-depth country context (Vanuatu). The desk review and rapid situation analysis conducted in 2016 identified the need to carry out a Knowledge, Attitude and Practices (KAP) study that will propose immediate, effective and appropriate measures to raise awareness throughout society, and to combat stereotypes, prejudices and harmful practices relating to children with disabilities, including those based on sex and age, in all areas of life.

Purpose of Assignment:

The KAP study will provide the basis of subsequent programming under the REAP II programme implementation by UNICEF and its partners in health, education, child protection and WASH. The findings of the KAP study will also be used to guide sectoral plans and policy formulation by the Government of Vanuatu, as well as provide baseline for addressing the issue of behaviour change towards children with disabilities.

Objectives of the study:

The objective of this KAP Study will be to assess the knowledge, attitudes and practice of the society towards children with disabilities, children with disabilities themselves and their peers without disabilities.

The specific objectives of the study are to:

- Assess the knowledge, attitudes and practice of the society (families communities , service providers and decision makers) towards children with disabilities, children with disabilities themselves and their peers without disabilities
- Assess the life satisfaction and perception of children with disabilities towards their own impairment and that of their peers with disabilities
- Analyse the root causes of stigma and discrimination faced by children with disabilities in Vanuatu and the drivers of current attitudes

- Establish a baseline to inform future interventions and strategies in communication for behaviour and social change to address the stigma and discrimination faced by children with disabilities.

Scope of Work

The KAP Study will focus on one province, Penama, where REAP II programme will be implemented. The target group will include adults (decision makers and service providers) in general society, parents and care givers of children (0-17 years) with disabilities, children and youth with disabilities between the ages of 10-21 and their peers without disabilities in the same age group. The sample size will endeavour to the extent possible to be representative of the diversity of the population. The study is expected to respond to but not limited to the following research questions:

1. What are the cultural and religious beliefs, local attitudes and level of knowledge that hinder equal participation of children with disabilities?
2. What are the trends and disparities in parenting practices and other factors related to child development for children with and without disabilities?
3. What are the parenting practices and other factors that support children with disabilities' access to basic services across:
 - a. health and hygiene
 - b. nutrition
 - c. responsive caregiving
 - d. support for early learning
 - e. Education (primary, secondary, vocational or other)
 - f. child protection
4. Are there any existing initiative for community based rehabilitation, inclusive community development (do they cover children with disabilities) and what is the interest for such initiatives?
5. What kind of support or service exists for parents and families to care for their CWDs?
6. What are the main barriers to access to services, participation and inclusion?

Methodology:

The consultants are expected to present, in detail, their approach, methodology and tools, with an action plan and time frame that addresses the expected outputs, with reference to the overall and specific objectives as well as budget. At the minimum, a mixed method study is envisioned comprising of two components: Part 1 - Quantitative Survey and Part 2 - Qualitative Survey.

The study protocol will use representative sampling as appropriate, considering both quantitative (survey) and appropriate qualitative approaches. Two sets of tools will be developed; a questionnaire to administer the quantitative component of the survey and second set of questionnaire to target the focus groups and in-depth interviews under the qualitative component of the survey. The findings of the survey will, whenever possible, be disaggregated by age, gender, ethnicity, geographic area, rural/urban, and other standard socio-economic characteristics.

The questionnaire will contain modules related to KAP in all areas of importance related to children with disabilities, their families and caretakers. The content of the modules will be developed in collaboration with UNICEF. Consultant is encouraged to tap into existing tools and questionnaires developed for MICS, other national household surveys and WHO developed tools. Building on survey tools used elsewhere, the consultant will customize the data collection instruments in accordance with the recommendations of the members of the survey advisory group.

The Survey will be carried out in an ethical way that is sensitive with regards to different cultures, local customs, religious beliefs and practices, personal interaction and gender roles, disability, age and ethnicity. In addition, requirements for participant informed consent and confidentiality will be maintained, including children participating in the Survey. Ethical clearance will be sought as may be required.

Work Schedule:

The consultancy will primarily be responsible to plan, design, manage, conduct and report on the study.

The Tasks: The consultant will be responsible for the following tasks:

Tasks	End product/deliverable	Approximate Timeframe
PART I – Getting Started – An Introduction		
1) Undertake a desk review of existing information on programming on children with disabilities with particular focus on KAP	Inception report	10 days
2) Develop a work plan and methodology of the Survey Protocol		
3) Present draft Survey Protocol to the Survey advisory group and collect feedback		
4) Adjust and finalize the Survey plan and methodology.		
PART II – Designing the Questionnaire		
5) Develop structured questionnaires for the quantitative and qualitative component of the Survey.	Structured questionnaires for the survey (Questionnaire for the quantitative component of the survey and questionnaire for the qualitative component of the survey i.e. Focus groups)	3 days
6) Review of survey tools by Survey Disability Committee	Comments	
7) Finalize Survey Questionnaire	Finalized Survey Questionnaire (Quantitative & Qualitative)	3 days

PART III – Conducting the Survey		
8) Recruit and conduct training of enumerators.	Training Completed Training Manual	30 days
9) Pre-test Survey tools	Tested survey tools ready for implementation	
10) Data collection and entry	Data Entry	
11) Processing and analysis of data	Data Analysis (SAS, SPSS or STATA format) Information and Data Sets	
PART IV – Reporting and Dissemination of the Survey		
11) Drafting of the Preliminary Survey Report	Preliminary Survey Report 35-50 page document Including short profiles of target states and annexes	15 days
12) Present the draft Survey Report to UNICEF and the survey advisory group	Summary of Draft Survey Report & Power Point Presentation w/Speaker Notes	1 day
13) Integrate the feedback and comments received from advisory group and submit Final Survey Report	Final Survey Report, maximum 30 pages	3 days
		Total: 65 days

Deliverables/End Products:

1. Survey questionnaires
2. Survey Report
3. Annexes (tables, graphs and charts)
4. PPT Presentation with Speaker Notes
5. Data Sets

Structure of the survey report:

The Survey Report should incorporate the following main components:

I. Title Page and Opening Pages (including executive summary)

II. Introduction and Background

- Introduction/Background - Brief Description of situation of children with disabilities

- Country Context and Purpose of Survey

III. Survey Methodology: Description of the methodology of the Survey

(Rationale for choice and design of methodology, data sources used, data collection and analysis methods used, major limitations, Description of who was involved and in what capacity)

V. Data Analysis, Quality and Results

(Data sources used / data collection methods, instruments and analysis / reference indicators)

VI. The key findings of the Survey

VIII. Conclusion, Lessons Learned and Recommendations

Annexes

(Data collection instruments/ToR/ statistical tables and graphs/List of persons interviewed/List of abbreviations and sources used)

Payment Schedule:

Inception phase	30%
Field report	30%
Draft report	20%
Final report	20%

Supervisor Name and Type of Supervision that will be provided:

Supervision, regular contact, feedback and comments on deliverables will be provided through the Social Policy Specialist. The consultant will work under the general guidance of the UNICEF Pacific Office Disabilities Committee and with the technical support of UNICEF Pacific Office Research, Evaluation, Studies and Ethics Committee.

Consultant's Work Plan and Official Travel Involved:

The consultant(s) is required to make his/her own return travel arrangements from Place of recruitment-Duty Station-Place of recruitment on the most direct route and economical class. Travel costs will be reimbursed to the consultant upon submission of invoice and travel documents. All related (internal/external) official travel of the consultancy will be organized by the consultant and costs reimbursed accordingly.

The consultant(s) is also required to organize his own visa to the duty station – UNICEF will provide a support letter to assist with visa approval.

Consultant's Work Place:

Home based for half the time and Vanuatu UNICEF field office for half the time

Qualifications or Specialized Knowledge/Experience Required:

Qualifications

Ten years of professional work experience relevant to conduct of KAP studies is required. Advanced degree in human rights, law, social work, political science or any relevant social sciences. A study team with multi-disciplinary background such as disability, statistics, research and analysis, social sciences and development is preferable.

Experience

The suitable consultant(s) should have experience in designing, conducting, and managing surveys related to children's issues and/or social development. Proven experience in conducting qualitative and quantitative research is required; experience of consulting with children and adults with disabilities and experience in conducting surveys with children is an asset. The consultant(s) should have experience in producing high-quality reports and analysis. Work experience with UN and international organizations is an asset.

Languages

The consultant(s) must have good inter-personal communication and negotiation skills. Excellent English report writing and editing skills and additional knowledge of Bislama is an asset.

Competencies

Good facilitation skills, understanding of human rights based approaches to programming and results based management principles is required. Ability to bring together diverse stakeholders and ability to work in an international and multicultural environment. Sensitivity towards ethics with regards to different cultures, local customs, religious beliefs and practices, personal interaction and gender roles, disability age and ethnicity. Knowledge of child and disability rights issues.

General Conditions of Contracts for the Services of Consultants / Individual Contractors

1. Legal Status

The individual engaged by UNICEF 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 the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfil the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

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 UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. 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 the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

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 UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, 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 contract.

3. Title rights

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

4. Travel

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor's travel costs shall be set out in the contract, on the following basis:

(a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.

(b) UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

5. Statement of good health

Before commencing work, the Contractor must deliver to UNICEF 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 UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) 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.

6. 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 is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

7. Service incurred death, injury or illness

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF’s expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF’s expense in order to perform his or her obligations under this contract, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

8. Arbitration

- (a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
- (b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

9. Penalties for Underperformance

Payment of fees to the Contractor under this contract, including each instalment 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 UNICEF's satisfaction, and UNICEF's certification to that effect.

10. Termination of Contract

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF's satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

11. Taxation

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.