

CALL FOR QUOTATIONS

PUBLIC PROCUREMENT

Reference: VVOB–RW–2024–02

Object: Qualitative study on “Concept and practice of Ubuntu school leadership”

Summary

This is a call for quotations for (a) researcher(s) that will support VVOB in Rwanda on a research assignment on *Concept and practice of Ubuntu school leadership*

Further details of the study are:

Description	Qualitative study on “ <i>Concept and practice of Ubuntu school leadership</i> ”
Time period	June 2024 - September 2024
Location	Rwanda
Budget range	25,000 – 28,000 USD incl. VAT and WHT*

*In Rwanda, different WHT and VAT requirements apply to national and international firms. If you are unsure which rates apply to your situation, you are advised to submit a question prior to submitting your proposal.

Important notification:

Individuals, teams, consortia, agencies, and higher education institutions are encouraged to apply for this partnership. Interested service providers are encouraged to inform VVOB of their intention to submit a proposal by contacting procurement.rw@vjob.org.

- All correspondence concerning the procurement procedures of this call should be sent to procurement.rw@vjob.org.
- Other questions concerning the content should be sent to jocelyne.cyiza.kirezi@vjob.org, copying procurement.rw@vjob.org and jef.peeraer@vjob.org.

All questions related to the call for quotations should be sent by email only, before 15, May 2024. All answers will be sent by 20, May 2024 to anyone who has expressed interest.

Annexed to the presentation of this assignment, please find:

- Annex A: The procedures and conditions of this assignment, including the submission process, selection criteria, and terms and conditions.
- Annex B: Price list(s) to be completed and included in the proposal.
- Annex C: The service contract, which will be signed upon award of the contract.
- Annex D: Declaration of honour to be signed and included in the proposal.

Full proposals should be submitted no later than May 22, 2024, 5 PM Kigali time with email subject: Reference VVOB–RW–2024–02. All proposals should be submitted to procurement.rw@vjob.org .

CALL FOR QUOTATIONS

PUBLIC PROCUREMENT

Reference: VVOB-RW-2024-02

Object: Call for research assignment for VVOB Rwanda Services

PROCEDURE

Negotiated procedure without publication

1. CONTRACTING AUTHORITY and CONTACT

VVOB in Rwanda
KG 565 st, House No 6, Kacyiru
P.O. Box 3776
Tel: +250 785 702 442

This call will be followed up by Jocelyne Cyiza Kirezi (Strategic Advisor M&E and Research), Chantal Kabanda Dusabe (Technical Lead) and Dr. Jef Peeraer (Global Strategic Education Advisor).

All correspondence concerning the procurement procedures of this call should be sent to procurement.rw@vjob.org. Other questions concerning the content should be sent to jocelyne.cyiza.kirezi@vjob.org, copying procurement.rw@vjob.org and jef.peeraer@vjob.org.

Any questions can be sent by mail to the contact person, by mentioning the reference of the call for quotations in the subject of the mail. Spoken communication is only permitted to communicate other messages than those referring to the documents of the call or to the quotation, on the condition that sufficient proof is kept of the verbal communication (e.g. a written note, recording, transcript, summary, etc.).

2. OBJECT OF THE PROCUREMENT

This procurement is not divided into lots. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

The contract is described in the following annexes :

- Annex A: Technical specifications
- Annex B: Detailed pricelist to complete
- Annex C: Service contract which will be signed upon award of the contract.
- Annex D: Declaration on honour concerning the grounds for exclusion

3. IMPLICIT DECLARATION OF HONOUR, COMPLIANCE AND INTEGRITY OF BIDDERS

In accordance with Article 39 of the Royal Decree, the fact of submitting an offer constitutes an implicit declaration on honour that the bidder is not in one of the situations of exclusion referred to in Articles 67 to 69 of the Law (Belgian Law of 17 June 2016 on public contracts (Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public contracts in the conventional sectors (Belgian Official Gazette of 9 March 2017).

a. Compulsory grounds for exclusion

The contracting authority shall, at any stage of the procedure, exclude the bidder from participation in the award procedure if it is established that the bidder has been convicted through a final judgment on the merits for one of the following offences:

- i. Participation in a criminal organisation,
- ii. Corruption
- iii. Fraud
- iv. Terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
- v. Money laundering or terrorist financing,
- vi. Child labour and other forms of trafficking in human beings
- vii. Employment of illegally staying third-country nationals.

Evidence to be submitted by the bidder: declaration on honour in Annex D.

b. Exclusion ground relating to tax and social security debts

At any stage of the award procedure, the contracting authority shall exclude the participation of a bidder who does not fulfil his obligations relating to the payment of taxes or social security contributions.

Evidence to be submitted by the bidder: declaration on honour in Annex D.

c. Compliance with VVOB's Codes of Conduct

Compliance with VVOB's Codes of Conduct is extremely important to the contracting authority. Any bidder found to be in default on this point will be automatically excluded from the procedure.

The bidder will conduct itself at all times in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child protection policy and (iii) VVOB's Youth protection policy (hereinafter the Codes of Conduct). The Codes of Conduct form part of VVOB's Integrity Policy, which can be consulted at www.vvob.org.

The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.

In case of credible accusations that the bidder or one of its staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.

VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

Evidence to be submitted by the bidder: declaration on honour in Annex D.

d. Compliance with Sanctions Laws

The bidder represents and warrants by submitting an offer that neither it nor any personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of

Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the “Sanctions”)

- is the target of Sanctions pursuant to the country or territory where it is located, organised or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Evidence to be submitted by the tenderer : declaration on honour in Annex D.

By submitting their offer, the bidder and the head of organisation of the bidder give their express consent to a vetting of the person or legal entity and head of the organisation and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

4. QUALITATIVE SELECTION CRITERIA

Expertise in qualitative research and understanding of education contexts in the African are required.

Evidence to be submitted: examples/samples of previous work and CVs of team members.

Bidders who do not meet this selection criterion will be rejected and their offer will not be admitted to the technical and financial evaluations.

5. SUBMISSION AND CONTENT OF THE QUOTATION

The signed quotations must be submitted in English by e-mail to procurement.rw@vvoob.org before **May 22, 2024 at 5 pm Kigali time**, and mention in the object: ‘VVOB-RW-2024-02’

Quotations submitted late (after this deadline) will be retained but will not be counted towards the award of the contract. In the case of submission of a BAFO (best and final offer), the same provisions apply. See below "Negotiations".

The bidder may submit only one quotation for this contract.

The estimated date for the awarding of the contract is **June 3rd, 2024**.

The quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- identity of the bidder: business name, legal form, nationality, address, telephone number, e-mail address, contact person and Tax Identification Number, Social Security Number.
- proof regarding compulsory grounds for exclusion (see requested documents in point 3.a)
- proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions (see requested documents in point 3.b).
- proof that the signatory is authorised to sign for the company.
- declaration on honour concerning compliance with VVOB’s Codes of Conduct (see point 3.c) and compliance with Sanctions Laws (see point 3.d)

- account number with denomination on which the payments must be made, stating the name and address of the bank and the BIC/SWIFT code.
- b. Technical section of the quotation, including at least**

Technical offer with the description of the proposed services

The applicants should deliver a proposal in English that contains at least these sections:

- Technical proposal (+ specify deliverables) with proposed number of working days per expert and per deliverable (valorised detail per deliverable)
- Gantt chart (timeline)
- Proven expertise regarding the requirements for technical proposal selection criterion:
 - 3-5 references illustrating expertise in qualitative or mixed-methods empirical studies with proven:
 - experience in school leadership.
 - experience in teacher/school leader professional development.
 - expertise in the education systems in Africa or research context,
- The researcher(s) or consultant(s) biography, references (see Profile of the researcher(s)/consultant(s))
- Short CVs (max 5 pages) should be given in annex, if applicable, for each member of the team.
- c. Financial section of the quotation, consisting of**
- Number of days and price per day (if applicable, per member of the team), excl. and incl. overhead, VAT or applicable WHT, and other specific costs, to be included as the completed pricelist in Annex B. Taxes shall be indicated clearly and separately.
- In case the tenderer will need to travel in-person to and/or in Rwanda, related reimbursable costs need to be included in the partial lump sums with the relevant stage(s).
- The contract will be concluded with VVOB Rwanda, KG 565 St, Kacyiru, Kigali, Rwanda. The tenderer shall clearly and separately indicate the applicable taxes for Rwanda (e.g., VAT or WHT) in their financial proposal. A 15% withholding income tax is applicable and payable by the service provider in case the service provider is located outside of Rwanda. Service providers with no tax administration or registration in Rwanda shall pay applicable taxes in Rwanda including Withholding Taxes.
- If the service provider is exempt from taxes in Rwanda, the service provider shall provide evidence of tax exemptions from Rwanda Revenue Authority.
- In case the service provider is based in Rwanda, local VAT rules apply. Service providers registered in Rwanda shall provide an EBM Tax Invoice.
- VVOB does not allow the submission of free variants.
- VVOB does not allow the submission of options.
- Recourse to subcontractors: The use of subcontracting is allowed, and the bidder indicates in their quotation the part of the contract they may intend to subcontract, and the subcontractors proposed.

6. VALIDITY OF THE QUOTATIONS

Submitted quotations shall be valid for 90 calendar days from the final date for submission of offers. The same deadline shall apply to the best and final offer (BAFO) from the final date of submission.

7. GENERAL CONDITIONS OF SALE

By participating in this contract, the bidder waives its sales conditions and endorses the purchase conditions of VVOB.

The bidder is therefore not authorised to add to his tender any general conditions that conflict with the administrative and technical conditions of VVOB for this contract. Any contrary condition will result in a substantial irregularity in the quotation.

8. NEGOTIATIONS

VVOB reserves the right to negotiate on the conditions of the quotations or not (improvement of the proposed conditions: price or other).

In case of negotiations, VVOB will conclude the negotiations by proposing to submit a BAFO (best and final offer). No changes/adjustments/regularisations whatsoever can be made to the BAFO submitted.

The award criteria and the minimum requirements certainly do not qualify for negotiations.

VVOB may or may not conduct negotiations in stages, whereby the number of offers to be negotiated is limited by applying the award criteria.

9. AWARD PROCEDURE AND APPLICABLE LEGISLATION

This public contract is a negotiated procedure without prior publication in accordance with Belgian public procurement law.

Documents, to the exclusion of all others, applicable to the agreement

The applicable legislation and in particular those concerning public procurement:

- Law of 17 June 2016 on Public Procurement
- Royal Decree of 18 April 2017 on public procurement procedures
- Royal Decree of 14 January 2013 on execution of public contracts
- Law of 17/06/2013 on motivation, information, and legal protection

The documents referred to above are available on the internet at www.publicprocurement.be.

This agreement is also subject to:

- The specifications in this call and in its annexes, and any notes, standards or documents referred to. The tenderer is deemed to have taken note of this and to have taken it into account when preparing his bid.
- All laws and regulations concerning requested products and materials (e.g. CE conformity etc.)
- The General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Also apply:

- The additions, amendments and replacements to the aforementioned laws, and other documents on the date of their entry into force with due observance of any transitional provisions”

10. NOTIFICATION OF THE CONTRACT

The service provider is invited by e-mail to sign the completed service contract, possibly preceded by an information message.

11. PLACE OF DELIVERY AND DURATION OF THE CONTRACT

Place of Delivery: Fully in person or blended with in-person data collection in Rwanda

Duration and starting date: the contract will start at the earliest at the date of notification (estimated on **June 3rd 2024**) (with an execution timeline identified by the bidder in line with the Technical specification of the assignment).

Extensions: The contract may be extended with additional services after conclusion of the basic contract. The extension concerns additional services and not the duration of the contract. The implementation of the extensions depends on the unilateral decision of VVOB whether or not to extend the contract in accordance with the stipulated conditions. The activation of the extension is notified by VVOB by email at least 14 days before the start of the additional services and does not imply the execution of all the items nor maximum quantities of the extension. The Contractor is bound to carry out this extension in accordance with the conditions stipulated in the call. VVOB is in no way bound to carry out the extension.

Repetitions: Without object (not possible)

End date of the contract: The contract ends on the last day of the duration of the contract (including extensions, if any). After this date, no performance can be carried out with reference to this contract.

Early termination of the contract: The contract may be terminated at any time by registered letter, subject to a notice period. The termination of the contract under these conditions does not give either party the right to compensation:

- By the Contractor: period of notice of 90 calendar days,
- VVOB: period of notice of 30 calendar days.

12. SITE VISIT AND INFORMATION SESSION

Site visit: Without object: no site visit provided.

Information session: Without object: no information session provided.

13. CONFORMITY OF THE QUOTATION

In order to be compliant,

- The quotation must be signed and dated as appropriate,
- The quotation must contain all the information and documents requested in this call for quotations,
- The quotation must propose services that conform to what is expected and described by VVOB,
- The provider must meet the minimal selection criteria referred to in points 3 and 4 of this call.

If any information or documents provided by the bidder appear to be incomplete or incorrect, or if certain documents are missing, VVOB may request the bidder in question to submit, supplement, clarify or explain the information or documents concerned within an appropriate time period. This option in no way obliges VVOB to give bidders this opportunity.

Quotations that are not conform will be rejected and will not be admitted to the technical and financial evaluations.

If the bidder does not use the documents (forms, pricelist, etc if any) attached to this call for quotations, he shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

14. **AWARDING CRITERIA**

VVOB will award the contract to the provider who has submitted the most economically advantageous offer as determined based on the following awarding criteria:

a. **Technical criteria**

• **Technical exclusion criteria without allocation of points**

- At least 3 qualitative or mixed-methods empirical studies, including the development and implementation of data collection tools, carried out in the past 5 years by the lead researcher, or by one of the senior researchers if a team is proposed.
- Clear affinity with research in education, as demonstrated by at least 3 relevant assignments carried out in the past 10 years.
- The work plan and timeline is realistic in terms of timing and working days and in line with the proposed delivery dates

• **Technical criteria with allocation of points (weight 60/100 points)**

Indicative work plan, with timeline (Gantt chart) and number of working days and brief description of the proposed approach to the deliverables listed in the technical specifications (45 points)

The following scoring scale will be applied to assess the quality of the technical proposal:

The work plan and proposed approach is complete, clear, and comprehensible.	Very good = 10 Good = 5 Satisfactory = 0 Unsatisfactory = Rejected
The work plan and proposed approach is adapted to the context and nature of project activities in Rwanda.	Very good = 10 Good = 7 Satisfactory = 0 Unsatisfactory = Rejected
The proposed approach is relevant to the outlined methodology and includes original ideas and concrete suggestions regarding the formulation of the research, the development of data collection tools, the collection and analysis of the data, and the presentation of the findings.	Very good = 20 Good = 14 Satisfactory = 0 Unsatisfactory = Rejected
Detailed and clear sampling criteria of the different actors participate in the study.	Very good = 5 Good = 2.5 Satisfactory = 0 Unsatisfactory = Rejected

Proposals from consultancy teams scoring below 60% of the 45 points are rejected.

Relevant professional experience (15 points)

The following scoring scale will be applied to assess the relevance of the professional experience:

The expert or team has expertise carrying out qualitative research or empirical mixed-methods research <u>in the education sector and/or any related research design studies</u> .	Yes = 5 points No = 0 points
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The expert or team has research experience on school leadership.	Yes = 5 points No = 0 points
The expert or team has research experience with teacher/school leader professional development (in-service training).	Yes = 2 point No = 0 points
The expert or team has working experience with education systems in three or more countries in Africa.	Yes = 2 point No = 0 points
The expert or team has research experience on equity in education.	Yes = 1 points No = 0 points

A minimum overall score of 60% on all scored award criteria is required.

b. Price criterion (weight 40/100 points)

The total price of the submitted quotations is evaluated on the basis of the proportionality rule whereby the cheapest offer receives 40 points.

Quotations that are rejected during the technical evaluation are not taken into account during the price evaluation.

15. PRICING AND PRICE COMPONENTS

PRICING:

All prices are mentioned in USD. The budget range will be defined based on the suggested number of working days per activity (see Annex B below). The proposed budget should cover all possible expenses - including taxes (e.g. VAT, WHT) - attached to the delivery of the services/deliverables. Please clearly indicate in the proposal the number of days covered with the budget, and, if applicable, for each member of the team. Please see detailed pricelist to complete in Annex B.

ELEMENTS CONCLUDED IN THE PRICE:

The proposed price is all-inclusive and includes all administrative, transport, delivery, customs clearance and all other possible costs related to the delivery and execution of the contract. Price are provided without VAT and/or WHT included.

The bidder establishes the amount of his quotation according to his own calculations and estimates, taking into account the content and scope of the contract.

The unit prices and global prices of each item of the pricelist, if any, shall be determined by respecting the relative value of these items with respect to the total amount of the tender. All general and financial costs, as well as the proceeds, are divided proportionally between the various items according to their importance. The contract does not allow refundable costs.

Prices are fixed for the duration of the contract (no price revision allowed).

16. TERMS OF PAYMENT

The invoices are addressed at the completion of each milestone or deliverable, or combination thereof. The invoices are sent by email to the following addresses: Jocelyne Cyiza Kirezi; jocelyne.cyiza.kirezi@vvob.org, and copy David Okello; david.okello@vvob.org.

The payment will be made within 30 calendar days from the moment the regular invoice is in the possession of VVOB and the correct execution of the contract is checked by VVOB, through a confirmation from the report and a fully signed completion certificate by both parties.

Advance payments can be discussed if necessary.

17. POSSIBILITY OF NOT AWARDING OR CONCLUDING THE CONTRACT

The conclusion of the procedure does not imply an obligation to award or conclude the contract. The contracting authority may refrain from awarding or concluding the contract, or may reopen the procedure in another way, if necessary.

18. BIDDERS RESPONSIBILITIES DURING THE EXECUTION OF THE CONTRACT

The bidder commits him(her)self to have the assignment carried out by the persons stated in the quotation, except in the event of force majeure. The persons mentioned or their replacements are all deemed to effectively participate in the execution of the contract.

The bidders personnel must be sufficient in number and must, each in her(hi)s field, possess the requisite competence to perform the contract regularly and correctly. The bidder must immediately replace all members of staff whom VVOB has designated as an objection to the proper execution of the contract due to their incompetence, bad will or generally known misconduct.

The bidder shall assume full responsibility for errors or defects in the services performed, in particular in the examinations, calculations, plans and all other documents drawn up by him for the execution of the contract.

The services that do not correspond to the terms and conditions of the contract or that were not provided in accordance with the rules of the art must be restarted by the bidder. If not, VVOB will take ex officio measures at the bidders' expense and risk through one of the means of intervention mentioned in the applicable law. In addition, the bidder is exposed to fines and penalties for non-compliance with the terms and conditions of the contract.

Consequently, the bidder must indemnify VVOB against any damages that it may owe to third parties on account of its delay in performing the contract, insofar as the bidder is responsible for such delay.

DELAY PENALTIES

The imposition of delay penalties for failure to comply with the execution period is done in accordance with Article 154 of the Belgian Royal Decree of 14 January 2013.

19. BAIL

No bail is required for this contract.

20. DISPUTES

See service contract in Annex C.

21. CONFIDENTIALITY CLAUSE (PERSONAL DATA)

The bidder should be aware that the contracting authority attaches importance to the protection of personal data for the processing for which it assumes the role of data controller in accordance with Article 4, paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to it by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.

If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.

For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.

For more information about the confidentiality policy within VVOB, the way to exercise one of the rights provided by the GDPR or to report a personal data leak, the bidder can visit the website of the Contracting Authority (www.vvob.org).

22. ANNEXES

Annex A: Technical specifications of the services

Annex B: Price lists for the assignment

Annex C: Independent Services Contract (to be signed upon award of the contract)

Annex D: Declaration on honour concerning the grounds for exclusion

Annex A: Technical specifications of the services

1. Summary of the assignment

Title	Consultancy assignment to provide technical support on a research study on “ <i>Concept and practice of Ubuntu school leadership</i> ”.
Contracting Authority	VVOB – <i>education for development</i> , Rwanda-Kigali
Duration	June 2024 till September 2024
Expected start date	June 3 rd , 2024
Location	Rwanda
Reporting to	Strategic Education Advisor - M&E and research

2. Context of the consultancy

2.1. About VVOB and the ACSL

VVOB - education for development - is an international non-profit organisation with 40 years of experience in improving the quality of education systems. To this end, VVOB enters into long-term partnerships with Ministries of Education around the world. VVOB also draws on an extensive knowledge network consisting of like-minded international organisations and a range of educational actors in Belgium, where its headquarters are located. VVOB is supported by some of the world's leading education foundations, including the LEGO Foundation and Mastercard Foundation, and by committed institutional donors such as USAID, UNICEF, and Belgian and Flemish International Cooperation.

More than 200 people working for VVOB, divided over different countries, with the headquarters located in Brussels, Belgium. VVOB started working with the Ministry of Education to support school leaders since 2003. The first decade focused on managerial skills and tools for school leaders in Basic Education in view of effective and efficient leadership. As of 2013, a smart combination of multiple cycles of funding from the Belgian government, short-term innovation funding from the UK and a well-targeted boost to ICT-innovation and scaling from the Mastercard Foundation made the successful shift of interventions from school management support to school leadership support possible, to strengthen school leaders in their role to improve the quality of teaching at school.

VVOB aligns its interventions to the policies and priorities of Government partners and invests in strong partnerships towards systemic change. In Rwanda, VVOB partners with the Ministry of Education through its implementing agencies: the Rwanda Basic Education Board (REB), the University of Rwanda – College of Education (UR-CE) and the National Examination and School Inspection Authority (NESA), to strengthen the quality of basic education for all Rwandan children. To achieve this goal, the partnership aims to improve the skills and competencies of educational leaders in schools and across the different levels in the education system in Rwanda under the *Learning through Assessment and Data (LEAD)* multi-year programme (2022-2026). These educational leaders include headteachers, deputy headteachers, School-Based Mentors (SBMs), Sector Education Inspectors (SEIs) and District Directors of Education / District Education Officials (DDEs/DEOs).

The recent Pan-African initiative of establishing an African Centre for School Leadership is the culmination of more than a decade of VVOB’s focused investment in the professional development of

Rwanda's school leaders. The Centre partners and collaborates with key stakeholders to build supportive school leadership systems to promote effective school leadership in schools in Africa. Effective school leadership support systems will help school leaders create positive instructional environments for teachers throughout their lifecycle in school. Improved school environments and improved conditions for teaching and learning in schools will, in turn, result in improved students' learning, wellbeing and reduced gender and equity gaps. The Centre collaborates with partners and emphasises four focus areas:

- **Policy:** development or re-development (reform) of effective school leadership policies and guidelines.
- **Practice:** development and delivery of professional development programmes for school leaders.
- **Monitoring, Evaluation and Research:** research on the effectiveness and impact of school leadership and school leadership professional development. Indicators and tools for consistent monitoring and evaluation of professional development initiatives on school leadership.
- **Knowledge mobilisation, advocacy, communication, and sector coordination:** mobilisation and dissemination of evidence, insights, learning; advocacy on school leadership; coordination of partners and stakeholders involved in promoting school leadership.

Currently in its foundational phase, the centre is hosted in Rwanda and implements its activities in three countries—Rwanda, Kenya, and Ghana—based on a recommendation from Bush et al. (2022) to start with a few countries that are already well advanced in school leadership support across four focus areas. Additionally, the review recommended further exploration of the interlinkage between gender and school leadership. The concept of ubuntu school leadership has clearly emerged as a theme for the centre's work, based on a review of empirical research on school leadership in Africa (Bush et al., 2022a).

2.2. Background

School leadership is widely acknowledged as crucial for improving student learning outcomes, their role is pivotal in creating a conducive learning environment within schools (Leithwood et al., 2020).

The effectiveness of leadership, however, is contingent upon various contextual factors, amongst other the availability of resources. Schools with abundant resources face complex management challenges, necessitating a diverse skill set that continually evolves. Conversely, schools with limited resources compel education leaders to employ creativity within constraints, as emphasised by Mbiti et al. (2019) in their study in Tanzania. This underscores the importance of strong leadership in maximising the impact of available resources on student learning. However, while it is the responsibility of the school to develop students' knowledge, abilities, and values, this can only be done by working effectively with parents, the community, and other stakeholders. Anani-Bossman (2021) and Woermann & Engelbrecht (2019) believe that in the African setting, this is considerably more than mere economic trade, but relational pathways of interdependence and trust, and that the school's potential is dependent on the quality of long-term connections with external stakeholders and reputation in society at large (Davis, 2021). Bamberg, (2003) further emphasises that entities such as school committees form the indispensable link between the school and community; they turn schools into centres of community life. This results mostly from the fact that communities support schools in fostering leadership efficiency and effectiveness through ethics and compliance. It is expected that participation of the community in

school leadership will lead to strengthening accountability, improvement in students learning and performance, maximisation of limited resources, efficiency, and effectiveness of school management. This can be done by raising resources for schools, ensuring students' regular attendance and completion, constructing, repairing, and improving school facilities, and contributing to labour, materials, and land (Aryeh-Adjei, 2021).

In a scoping review, engagement with the community, rooted in the concept of Ubuntu, surfaced as a significant leadership practice, emphasising unique competencies such as resource assessment, attending to others' needs, and fostering commitment to organisational goals (Bush et al., 2022b). Elonga (2019) and Kalabo (2017) further elaborate on Ubuntu's operational patterns and its alignment with African leadership discourses. Elonga Mboyo (2019) using narrative data from two urban primary heads based in Democratic Republic of Congo (DRC), highlights unique Ubuntu operational patterns of: understanding others' needs, negotiating, and prioritising needs, assessing available resources, attending to others' needs, and raised expectations and commitment to organisational goals.

While many studies on school leadership competencies in Africa adhere to international models, Ubuntu leadership introduces a distinctive approach, resonating with the growing interest in distributed leadership (Olatubosun & Nyazenga, 2020). This shift towards shared leadership models signifies a departure from solitary leadership figures towards collaborative efforts among multiple stakeholders, both within and outside the education system (Ebot Ashu, 2018). Ubuntu leadership, therefore, offers insights into how collective goals can be achieved through community collaboration, highlighting the pivotal role of the community in the educational landscape.

Lopez et al. (*not yet published*¹) used a narrative approach to interview 65 school heads in Ghana, Kenya, and Zambia between 2018 and 2023. The aim was to understand how school leaders in Africa perceive their roles, the challenges, and successes they face, and what leadership characteristics, competencies, and development strategies they find relevant. Additionally, the study explored how the philosophy of Ubuntu could enhance their effectiveness as school heads. In terms of practices, the study demonstrates that the Ubuntu philosophy supports school leaders in navigating challenges, fostering collaboration, and inspiring positive change through a nuanced understanding of stakeholder needs, strategic resource allocation, and the empowerment of their communities, all of which align with the principles of Ubuntu. Regarding professional development (PD), the research indicates that few school leaders have access to formalised and structured PD programs. Instead, most rely on coaching and mentoring from their peers to enhance their skills and knowledge.

The proposed study aims to delve deeper into Ubuntu school leadership by further developing the concept of Ubuntu leadership in schools. It intends to understand school leaders' and other school actors' perceptions of Ubuntu dimensions and characteristics in Rwanda, comparing them, where possible, with other contexts such as Ghana, Kenya, and Zambia.

Focusing on Rwanda provides a basis for considering Ubuntu as a leadership model against existing contextualised standards and professional development initiatives. This focused approach also allows for an in-depth exploration and multi-perspective consideration of Ubuntu practices among different school actors. The findings will inform potential (re) development of school leadership standards,

¹ The study was conducted for the UNESCO - GEM report as a background paper by VVOB in collaboration with Prof. Ann Lopez.

competencies, and tailored professional development programs to enhance Ubuntu leadership practices in Rwanda and similar contexts.

3. Technical Provisions of the assignment

3.1. Research context.

In Rwanda, the Teacher Development and Management policy has identified the need to make school leadership and management effective as a priority (strategic objective 6). Also, one of the strategic priorities of MINEDUC is to have an effective school leader in every Rwandan school (Education Sector Strategic Plan (ESSP) 2018/2024 outcome 9.1). The ESSP acknowledges that the main challenge remains to transform the role of school leaders from a largely administrative role to becoming true leaders of their schools with more focus on leading teaching and learning in the school. The ESSP recognises the need for training, capacity building and support, and refers to the role of effective professional learning communities and positive learning environments in this (VVOB, 2019). In this line, the REB through its School Leadership and Management Unit (SLMU) and in collaboration with Development Partners, schools and local education leaders developed five standards of effective school leadership in Rwanda. Those five standards are: 1) Creating a strategic direction for the school; 2) Leading learning; 3) Leading teaching; 4) managing the school as an organisation; and 5) working with parents and the wider community. They are a framework for recruitment, education, training, certification and professional development of school leaders: Standards guide the design of pre-service training and in-service professional development programs for school leaders since they define the work that school leaders do and specify the knowledge, skills, attitudes and values required of them to do the work (Rwanda Basic Education Board, 2020).

Professional development for school leadership started in 2003. The first decade focused on managerial skills and tools for school leaders in Basic Education, in view of effective and efficient leadership. Since 2014, REB in collaboration with the university of Rwanda – College of Education (UR-CE) and VVOB has developed and delivered the Diploma programme on Effective School Leadership (DESL) the primary and general secondary in Rwanda. The DESL Programme, is designed to equip school leaders; headteacher and deputy headteacher with knowledge, competences, and values to contribute to the development of school environments that are conducive to enhancing student achievement. It consists of 40 credits which are distributed over four modules: (1) school leadership and working with parents and the local community; (2) strategic direction for the school; (3) managing the school as an organization; and (4) leading teaching & leading learning. The programme was first offered by URCE as a Diploma Programme in 2016 HT in primary schools (i.e., 1 headteacher per sector was enrolled). Based on monitoring, evaluation and research evidence, the programme was further revised and since 2018, the programme has been offered to HT and DHT in 17 districts. In 2019, District Directors of Education (DDEs) and District Education Officers (DEOs) from 17 districts were also included in the programme. Over the course of more than seven years and in five (5) cohorts, around 2,230 trainees (HTs, DHTs and district officials) have participated and completed this training on effective school leadership.

The CPD of school leaders' theory of change assumes a cascade takes place from CPD of School Leaders (HTs and DHTs) in the short term to create changes in their beliefs, attitudes, and school leadership practices, which influences the teacher professional development climate and learning culture in schools. In the longer term, in line with the conceptualisation by Desimone (2009), these changes would have an impact on students, especially on their wellbeing, their learning outcomes, and equity gaps; that trained school leaders will have the knowledge and skills to use data to implement the five standards of effective school leadership; further that they will change their attitudes to being more favourable toward distributed school leadership. These changed attitudes will lead to improved leadership practices which then contribute to improve the teaching and learning environment and ultimately will contribute to improved student outcomes such as repetition, dropout, and equity gaps.

3.2. Overall purpose of the research

The study's overarching objective is to explore the dimensions and characteristics of Ubuntu school leadership as perceived by stakeholders in Rwanda, comparing these perceptions with existing understandings of Ubuntu leadership in other African contexts, including Ghana, Kenya, and Zambia. Specifically, the research aims to uncover the unique elements of Ubuntu leadership within the Rwandan educational landscape, considering its cultural, social, and institutional nuances. By comparing and contrasting these findings with experiences from other countries, the study aims to provide insights into the universality or specificity of Ubuntu leadership principles across diverse contexts.

Overall, the study aims to address the following question:

"What are the key dimensions and characteristics of Ubuntu school leadership as perceived by stakeholders in Rwanda, and how do these align with or differ from existing understandings of Ubuntu leadership in other contexts such as Ghana, Kenya, and Zambia?"

This overarching question leads to several sub-questions:

1. How do the current standards of Effective School Leadership reflect these principles?
2. How can the standards be more effectively adapted to specific contexts?
3. How can such competences be integrated into School Leadership Professional Development (SLPD)?

The findings will serve as input for different audiences:

- The findings will be used by the ACSL and partners to steer and adapt, and to understand practices and competences linked to ubuntu approach of school leadership.
- The findings will be shared with regional knowledge and exchange platforms.
- The findings will be shared with the donors, academics, and practitioners.
- The final report will be used by the ACSL for a variety of communication purposes.

3.3. Suggested methodology and approaches

Given the exploratory nature of the research question, a qualitative research method is recommended. This approach will allow for a deep understanding of stakeholders' perspectives and experiences regarding Ubuntu school leadership. Methods such as in-depth interviews and focus group discussions are proposed to capture rich, nuanced insights from a diverse range of participants. **Any other relevant methodology to best address the research questions based on the research consultant experience and expertise can be submitted.**

As advocated by Day et al. (2001), it is underscored that a multi-perspective methodological approach is crucial to capture insights into both the 'production' and 'consumption' of leadership within schools. Therefore, the study will incorporate viewpoints from teachers and various stakeholders to provide a holistic understanding of 'practicing Ubuntu.' This inclusive approach aims to validate assertions, such as school actor's collaboration and engagement in decision-making resulting from Ubuntu-inspired leadership practices. Consequently, the study will encompass a broad spectrum of participants, including school leaders, teachers, students, parents, community members, and other relevant stakeholders. Moreover, as emphasised by Moorosi et al. (2018), it is essential to consider gender dynamics within school leadership. Therefore, the selection of participants and formulation of research

questionnaires should adequately address gender-related dynamics and other contextual factors associated with Ubuntu leadership practices.

In line with the proposed selection criteria defined by the researcher, VVOB will facilitate the identification of suitable schools and respondents for data collection, ensuring alignment with the research objectives.

3.4. Deliverables

3.4.1. Deliverables Description

The *first deliverable* (D1) is an inception report aimed at setting groundwork for a solid foundation for subsequent stages, ensuring clarity, coherence, and efficiency in execution. To begin the consultant(s) will conduct a comprehensive desk review of recent and relevant literature, including any documents provided by the ACSL team, such as the study by Lopez et al. Based on this review, the researcher(s) will develop a clear methodology (*Milestone 1*) for data collection instruments and analysis plan. This methodology, validated by the ACSL team, will be underpinned by a solid theoretical framework to ground the research in established principles and approaches. Additionally, the methodology will outline participant selection criteria, desired sample size, and data gathering and analysis methods. Subsequently, the researcher(s) will develop and validate data collection instruments and consent forms (*Milestone 2*). Finally, all components will be compiled into the inception report, providing a comprehensive overview of the phase, including the approach, methodologies, questionnaires, anticipated challenges, and mitigation strategies.

Following the inception phase, the researcher(s) will undertake the primary task of collecting qualitative data in the field. This involves engaging with participants, conducting interviews, focus groups, or observations, depending on the research design and objectives. Qualitative data analysis should include the coding framework used and the coded transcripts; interviews will be submitted as the second deliverable (*Deliverable 2*). The analysis includes the development and application of a coding framework to systematically categorise and interpret the data. The coded transcripts, providing insights into themes, patterns, and perspectives emerging from the data.

As analysis progresses, preliminary findings will be presented to stakeholders in a dissemination workshop planned on September 9/10th, 2024 (*Deliverable 3*). This step allows for initial validation of emerging themes and insights, fostering collaboration and ensuring that the research remains aligned with expectations and objectives. Building upon the preliminary findings, the researcher(s) will compile all insights, analyses, and conclusions into a comprehensive final working paper report (*Deliverable 4*). This report will provide a detailed account of the research methodology, findings, interpretations, and recommendations. The structure of the report is detailed below.

In addition to the final report, a practice brief (*Deliverable 5*) will be prepared. This document will serve as a separate advocacy tool, detailing key evidence and insights from this research and other contexts and literature, emphasising their relevance and implications for policy and practice. Importantly, the practice brief will include 3-4 illustrative cases, that demonstrate the application of theoretical concepts in real-world scenarios. The structure of the practice brief is detailed below.

1. Proposed working paper report structure.

1. Executive Summary
2. Introduction

3. Study context/background, including the literature review
4. Methodology
 - a. Study design and research methods
 - b. Sampling procedures
 - c. Study instruments
 - d. Data collection procedures
 - e. Data analysis
 - f. Ethical considerations
5. Findings (besides text it should also include graphs, tables, infographics to illustrate the findings)
6. Conclusions and recommendations
7. References

The report should be **max. 30 pages** excluding the executive summary and annexes.

2. Proposed outline for the practice brief

1. Introduction
2. Evidence
3. From theory to practice, illustrating how the theory can be translated to practice including a set of 3-4 illustrative cases.
4. References

The report should be **max. 12 pages** excluding annexes.

3.4.2. Deliverables and timeframe

Below is a tentative timeline proposed by VVOB, the researcher(s) can propose any change, in line with the requested services. The timeframes assume a start of the research assignment in June 2024. VVOB will provide feedback on draft reports through at least 2 rounds of feedback prior the deadline.

Table 1: Description of deliverables and detailed timeline

Deliverable	Description	Timeline
D1: Inception report	Literature and Documents review.	June 2024
	Milestone 1: Approved methodological approach based on the theoretical framework.	June 2024
	Milestone 2: Development and validating study questionnaires and consent forms	July 2024
	Inception Report	July 2024
D4: Final working paper report	Data collection in the identified location and transcription of recorded interviews/FGDs/or other research activities.	August 2024
	Milestone 3: Qualitative data analysis, including the coding framework used and the coded transcripts	August – September 2024

Deliverable	Description	Timeline
	Deliverable 2: Coded transcripts of the interviews	August – September 2024
	Deliverable 3: Presentation of preliminary findings to ACSL and partners	9/10 th September 2024
	Final working paper report	20 th September 2024
D5: Practice brief	Practice brief, including a set of 3-4 illustrative cases	20 th September 2024

Draft versions of deliverables should be sent to VVOB Rwanda **at least 2 weeks before the deadline** so that so the VVOB team can provide feedback, which is expected to be integrated into final deliverables.

3.5. Requirements for Technical Proposal

Also included in the call for quotations, section 5.b. as part of the requirements for technical section of the proposal submission include:

- Individual researcher or research firm's qualifications and experience (CV and list of past relevant assignments) including:
 - List of at least 3 qualitative or mixed-methods empirical studies, including the development and implementation of data collection tools, carried out in the past 5 year with dates (from - to), titles and clients (references), where you were the lead researcher(s).
 - List of at least 3 relevant assignments demonstrating affinity with research in education, carried out in the past 10 years with dates (from - to), titles and clients (references).
 - Maximum 5 references to relevant examples demonstrating full written and oral professional proficiency in English (e.g., publications, conference, or workshop presentations).
 - Experience in the following is advantageous and should be clearly indicated in the CV where possible:
 - Research experience on ubuntu school leadership.
 - Research experience with teacher/ school leaders' professional development (in-service training).
 - Experience working with education systems in Africa or similar research context.
- Proposed approach and research methods, including description of field work, sample size and target groups, a risk assessment, and alternative research methods.
- Gantt chart.

3.6. References

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Annex B: Price lists for the assignment

Description	# Expert days	Anticipated field costs	Total price (excl. VAT or WHT)	Total price (incl. VAT or WHT)
Milestone 1: Approved methodological approach based on the theoretical framework.				
Milestone 2: Development and validating study questionnaires and consent forms				
Deliverable 1: Inception report				
Milestone 3: Qualitative data analysis, including the coding framework used and the coded transcripts				
Deliverable 2: Coded transcripts of the interviews				
Deliverable 3: Presentation of preliminary findings to ACSL and partners				
Deliverable 4: Final working paper report				
Deliverable 5: Practice brief				
TOTAL PRICE EXCLUSIVE VAT & WHT				
VAT			%	
WHT			%	
TOTAL PRICE INCLUSIVE VAT & WHT				

Annex C: Independent Services Contract (to be signed upon award of the contract)

Between:

VVOB, non-profit association, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium), acting through its Rwanda office, located at KG 565 St., House No 6, Kacyiru P.O. Box 3776, Kigali (Rwanda); hereby validly represented by Ms. Chantal Kabanda Dusabe, acting Country Programmes Manager.

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration/TIN number (insert a space if you want to leave this open), with registered office located at Street Address, Postal code, City (Country), hereby validly represented by Mr./Mrs. Name, Function title, hereafter **the Service Provider**;

together **the Parties**;

IT IS AGREED AS FOLLOWS:

VVOB is a non-profit organisation aiming to improve the quality of education in the Global South and in Belgium.

The Service Provider has a particular expertise relating

The Parties wish to cooperate for

Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter **the Contract**).

Article 2. Services

2.1 The Service Provider shall perform the following services (hereafter **the Services**):

Deliverable	Description	Deadline

2.2 The Service Provider shall start performing the Services on **xxx 2024** and undertakes to complete the Services by the dates mentioned in the column “Complete by”.

Any postponement of a completion date is only possible with the prior written agreement of VVOB.

Article 3. Fee

3.1 In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter **the Fee**) to the Service Provider:

- A fixed lump-sum Fee as indicated below for the realisation of each deliverable:

Deliverable	Payment percentage and scheme		Fee in USD (WHT included)

No Fee shall be due for additional working time, unless the Parties have agreed upon an increase in advance and in writing.

3.2 The Fee is inclusive of all Value Added Tax (VAT) and all other applicable taxes, statutory deductions and contributions, national insurance, and any other taxes and/or contributions in respect of the Fee.

The Service Provider must mention the amount of VAT and other taxes on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

3.3 The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in Article 4.

Article 4. Expenses

The Service Provider is not entitled to any allowances or other benefits from VVOB. All costs relating to the Services performed under this Contract are deemed to be covered by the Fee set out above. Costs and expenses can only be reimbursed by VVOB if they are reasonable if they were approved in advance in writing and upon presentation of supporting documents.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

Article 5. Invoices

5.1 The Service Provider will draw up an invoice for the Fee (as described in Article 3) and expenses (if applicable and as described in Article 4) and hand it over or send it to VVOB.

Invoices must be made in accordance with this Contract, and are issued after agreement between VVOB and Service Provider that the relevant Services and expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

5.2 Supporting documents for all expenses and allowances (if any) must be attached to the invoice. Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is

entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

5.3 Payment is made by means of a bank transfer into the bank account opened in the name of the Service Provider with bank account details:

IBAN/Account number: enter number.
BIC/SWIFT Code: enter number.
Currency: enter text.
Bank name: enter text.

5.4 Where advance payments are made, the Service Provider must attach the supporting evidence to the next invoice.

Article 6. Term and termination

6.1 This Contract enters into the force on the date of signing and is concluded for a limited duration which ends at the latest at xxx 2024.

The Services shall be considered complete, and the Contract shall end, upon submission of the following report(s): XXXX . The report(s) must be submitted not later than 2 weeks after all Services have been completed.

6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter to the other Party in the event that:

- i. the other Party is in material breach of the Contract; or
- ii. the other Party ceases to do business or perform its activities, transfers its business or a substantial part of its activities (including through a merger, demerger or similar proceedings) or otherwise terminates its operations;
- iii. the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganisation, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:

- ▪ non-compliance with the obligation to take out insurance (Article 8.2)
- ▪ non-compliance with the confidentiality obligations (Article 9)
- ▪ any representation or warranty made in this Contract in relation to Sanctions (Article 12) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- ▪ Services have repeatedly been delivered late or have repeatedly not been rendered in compliance with the requirements of the Contract
- ▪ If the name of a specific individual for the performance of the Services is mentioned in Article 2 and VVOB does not accept the replacement proposed by the Service Provider.

6.3 If the Services provided do not comply with Article 2 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognised as such by VVOB.

If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid. VVOB can in these situations grant a grace period to the Service Provider so as to allow for the necessary adjustments or corrections to be made.

6.4 VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter to the Service Provider in the case of credible allegations that the Service Provider or any of its Personnel, affiliates or (sub)contractors has violated the Codes of Conduct (as defined in Article 7). At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter to the Service Provider.

6.5 VVOB can terminate this Contract with immediate effect and without giving prior notice, in the event that VVOB's agreement with its donor is terminated or curtailed. The Service Provider will take immediate steps to bring the performance of the Services to a close in a prompt and orderly manner and in doing so reduce expenses to a minimum. The Service Provider will not undertake any further commitments as from the date of the termination notice. VVOB's liability is limited to payment of the Fee due for Services duly delivered.

6.6 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due.

6.7 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in Article 9) about VVOB or its donors or that are the property of VVOB or its donors.

Article 7. Terms of execution

7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organisations related to VVOB or VVOB's activities.

7.2 The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.

7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter the **Personnel**) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of conduct VVOB's Youth protection policy (hereafter the **Codes of Conduct**). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at www.vvob.org.

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

7.5 The Service Provider will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider.

7.6 The Service Provider is free to organise its work and to determine how the Services will be performed. The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

7.7 The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract. The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

7.8 The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services. The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management of these persons and will not involve VVOB in such matters.

7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 2, the Service Provider will supply its Services through such individual(s). If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

7.10 The Service Provider is not granted the power to represent VVOB towards any third party, except if authorised thereto by special power of attorney in writing.

Article 8. Insurance

8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.

8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract). This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3 The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

Article 9. Confidentiality

9.1 For the purposes of this Contract, **Confidential Information** means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.

9.2 The Service Provider may not during the Contract (except in the proper performance thereof) and during a period of 10 years after its termination:

- make use or take advantage of, reveal, divulge or otherwise disclose to any person, any of the Confidential Information in its possession;
- copy or reproduce in any form or by or on any media or device (or allow others to copy or reproduce) any documents, disks, tapes or other materials containing or referring to Confidential Information.

9.3 The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorisation in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.

9.4 VVOB shall be free to publish the Service Provider's final reports. VVOB shall make reference to the Service Provider, unless the Service Provider explicitly requests it in writing not to.

Article 10. Ownership of work product and intellectual property rights

10.1 The Parties recognise that the Services relate to programme activities that are jointly developed by the Parties. All correspondence, documents and data proceeding from the Services shall be the joint property of the Parties. The Service Provider must ensure that individual authors of the publications cannot claim any intellectual property rights.

10.2 Any presentation or publication shall recognise the origin of the document and shall mention the name of the programme. VVOB will be acknowledged in all materials produced under this Contract.

10.3 Publications that are being produced in the context of the agreed programme will be published as Open Educational Resources (OER), understanding that they can be shared and adapted, and this under the following terms (Creative Commons):

- i. **Attribution:** You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- ii. **Non-Commercial:** You may not use the material for commercial purposes.

- iii. **Share Alike:** If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.

Article 11. Data Protection

The Service Provider shall not process any personal data on behalf of VVOB. If VVOB should in the future directly or indirectly transfer personal data to the Service Provider, the Service Provider shall promptly enter into a data processing agreement with VVOB. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

Article 12. Compliance with Sanction laws and other obligations

12.1 The Service Provider represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:

- are the subject or the target of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury of the United Kingdom, or other relevant sanctions authority (hereafter the Sanctions)
- is located, organised or resident in a country or territory that is the subject or the target of Sanctions.
- will directly or indirectly use the proceeds of this Contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- have knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Article 13. Due diligence

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

Article 14. Salvatory clause

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others. In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

Article 15. Applicable laws and settlement of disputes

This Contract is subject to Belgian law.

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the Courts of Belgium.

The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

Article 16. Annexes

Letter of Annex	Description of Annex
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Drawn up in Kigali, on **enter a date**, in as many copies as there are signing parties, each Party recognising having received one copy thereof.

For VVOB

Chantal Kabanda Dusabe
Acting Country Programmes Manager
VVOB in Rwanda
Date:

For the Service Provider

Name:
Position:
Organisation:
Date:

**Please initial each page*

Annex D: Declaration on honour concerning the grounds for exclusion

Reference of the procurement: VVOB-RW-2024-02

I, the undersigned *[insert name of the person signing this form]*:

- declares it its own name *(if the economic operator is a natural person or in the case of a declaration by a director or a person with powers of representation, decision-making or control over the economic operator)*

or

- declares as representative of *(if the economic operator is a legal person)*

Full legal form *(for legal persons only)*:

Full official address:

Company registration number:

that the company or organisation that he (or she) represents / he (or she):

- a) has not been the subject of a final judgment on the merits for one of the following offences:
- i. Participation in a criminal organisation
 - ii. Corruption
 - iii. Fraud
 - iv. Terrorist activities, offences connected with terrorist activities or inciting, aiding, or attempting to commit such an offence
 - v. Money laundering or terrorist financing
 - vi. Child labour and other forms of trafficking in human beings
 - vii. Employment of illegally staying third-country nationals
- b) is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations.
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed.
- e) that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f) that neither it nor any personnel, affiliates or (sub)contractors:
- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")

- is the target of Sanctions pursuant to the country or territory where it is located, organised or resident.
 - will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute, or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
 - has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g) that, should the contract be awarded, he (she) will provide on request proof for one or more of the abovementioned situations.

Full Name, Date and Signature