

SERVICE AGREEMENT

Consultancy Services to Develop a Monitoring and Evaluation System

This service agreement (Agreement), has been entered on **05/10/2021**, between the following contractual parties:

NGO Labyrinth, as the Contracting Authority,
And

Name and Surname, as the Service Provider, agree to enter into an Agreement for services (Services Agreement) in accordance with the below terms and conditions.

1. The Parties

1.1 **LABYRINTH** is a non-profit organization registered in Kosovo, with registration number 5102156-8 and its address located at str. GazmendZajmi Nr.39c Pristina, Kosovo and, for purposes of this Agreement, shall be referred to as “LABYRINTH” or the “Contracting Authority.”

1.2 **Name and Surname** is a natural person with the personal identification number **XXXXXXXX** that provides independent consulting services. For purposes of this Agreement, shall be referred to as the “The Service Provider.” *Or*

1.2 Name is a Company/NGO with unique identification number **XXXXXXXX** that provides professional services. For purposes of this Agreement, shall be referred to as the “The Service Provider.”

Account No:

Name of the Bank:

Address:

2. Agreement Documents

2.1 The Agreement between the parties shall include the following documents:

- 1) Agreement
- 2) (Annex 1 – Terms of Reference (ToR) which contain all the mandatory specifications, the description and nature of the services to be provided and the deliverables to be submitted;
- 3) Any other Annex or instrument entered into between the parties related to this Agreement.

3. Scope of Work and declaration of the Service Provider

3.1 LABYRINTH, through implementation of the project “Response to Social Protection Challenges of the Marginalized communities Led by Innovation, Education and Functionality (RELIEF)” funded by “The European Union, represented by the European Union Office in Kosovo” is contracting, the Service Provider for providing expertise, professional advice, services and deliverables as set forth in the Terms of Reference (Annex 1).

3.2 Service Provider shall provide all services in strict accordance with this Agreement and the Terms of Reference. The Service Provider is authorized to provide up to **34 days of work**, as authorized by LABYRINTH and/or its representatives.

3.3 The Service Provider has the professional qualification, the experience and the necessary skills and expertise to complete all tasks and responsibilities foreseen with this agreement;

3.4 All the information presented at the time of entering into this Agreement, including the CV, work experience, certificates, participation in trainings and other oral representations are fully accurate.

3.5 The Service Provider has never been convicted for criminal offences with a final court decision, in Kosovo or abroad, as it is foreseen with the respective legislation.

3.6 In case any of the declarations made under this article is proven to be untrue at the time of entering into this Agreement, such action shall be considered a serious violation of this Agreement, and as a result, the Contracting Authority may terminate immediately this Agreement.

4. Compensation

4.1 The Service Provider agrees to provide the services described in this Agreement and the Terms of Reference.

4.2 The services provided under this agreement will be calculated on the basis of working days, as specified in the Terms of Reference.

4.3 The Contracting Authority agrees to compensate the Service Provider as follows: **000.00 Euros gross** (based on 8 hours per day) in a total. The Service Provider shall not be compensated for more than eight (8) hours per work day.

4.4 Business Travel. LABYRINTH will not reimburse the Service Provider for transportation expenses (taxis, buses, flights etc.).

4.5 Local Events. LABYRINTH will not reimburse the Service Provider for local business expenses (event venues, business phone, business internet, printing, etc.) These expenses will be covered by the Contracting Authority.

5. Agreement Period

5.1 The Service Provider agrees to execute and complete the services and duties under this Agreement for the following period: **05 November 2021 to 30 June 2024**. The period of performance may be modified upon written agreement of the Parties.

5.2 In the event that, due to causes beyond the control and without the fault or negligence of the Service Provider, the Service Provider is unable to fulfill obligations required by this Agreement within the allotted time frame, LABYRINTH may grant the Service Provider an extension of time as may be possible to facilitate Agreement completion.

6. Billing, Payment and Responsibilities

6.1 Payment will be made directly to the Service Provider upon submission of invoices and statements for services rendered. The Service Provider shall submit to LABYRINTH a timesheet (Daily, Weekly or Monthly) along with summaries of services performed. The timesheet shall contain a statement of hours worked on a daily basis and a description of services performed.

6.2 The Payment from paragraph 1 of this article shall be done in Euro in the bank account of the Service Provider. Payment is done upon successful completion and acceptance of the services provided and upon acceptance and approval of Time Sheets. Any bank charges which may occur in case of bank transfer shall be included in the total price provided in paragraph 1 of this article.

6.3 The Service Provider is an independent Contractor and not an employee, servant, agent, partner or joint venture of LABYRINTH.

6.4 The payment from paragraph 3 of the article 4 is gross and the LABYRINTH shall make any deductions from it for taxes, pension contributions and other deductions as may be required by the applicable laws of Kosovo, when they apply. The Service Provider, from the gross payment provided in paragraph 3 of the article 4 shall receive the net amount following the deduction of personal income taxes according to the (Law No. 03/L-161).

6.5 The Service provider of goods/services, when billing, where the evidence is provided by the contracting authority that the purchased goods/services are funded by donations, the billing will be without VAT, noting in the invoice the reference of Article 33, paragraf

6.6 The Service Provider is responsible for applying and obtaining Labor Permit and Residence Permit, in applicable cases, and for its legal status in Kosovo. Internataional Consultants must be able to issue an invoice for the service provided.

7. Acceptance of Service/Product/Deliverable

7.1 LABYRINTH shall have ten (10) working days from the delivery of any completed service prepared under this Agreement to respond in writing. If LABYRINTH believes the completed product does not conform to the requirements of the Agreement, it will notify the Service Provider in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the Service Provider shall have five (5) days to bring product into conformity for acceptance by LABYRINTH. In the absence of such notice of non- conformance, acceptance of the product will be presumed.

8. Termination of Agreement

8.1 Contracting Authority has the right to terminate this Agreement if the Service Provider does not deliver or delivers unsatisfactorily the tasks and responsibilities foreseen with this Contract; if it does not deliver the obligations within the specified period provided in this Agreement; or commits a serious violation of the obligations contained in this Agreement.

8.2 The parties to this Agreement may terminate the Agreement with a prior written notice of 15 (fifteen) days, completing all contractual obligations up to the termination day.

8.3 LABYRINTH may terminate this Agreement with a prior written notice of 7 (seven) days if any of the following events occurs: a) the LABYRINTH changes any or all conditions of the Agreement with the Service Provider; b) LABYRINTH terminates or otherwise cancels the Agreement with the Service Provider.

9. Confidentiality, Intellectual Property and Protection of Information

9.1 The Service Provider shall treat and maintain as confidential all information about the functioning of the Contracting Authority, information and the sources of the information, management system, donors and business partners, and any other information concerning the Contracting Authority business activities as well as any information received during the implementation of the tasks and responsibilities contained in this Agreement for the Service Provider. The obligation of confidentiality shall be interpreted broadly to include any type of business information.

9.2 All engagements and materials produced; any product or intellectual property created by the Service Provider during the completion of the tasks and responsibilities foreseen with this Agreement for the Contracting Authority, comprises and shall remain exclusive intellectual property of the Contracting Authority (work for hire).

9.3 Violation of obligations of confidentiality and related to intellectual property rights from this article will result in compensation for material damages and economic losses for the Contracting Authority by the Service Provider. This shall not limit the right of the Contracting Authority to initiate

any other procedure for protection of its rights, including but not limited to administrative procedure and judicial procedure for the protection of all rights and legitimate interests of the Contracting Authority.

9.4 The Service Provider is obliged to protect information released or received with respect to the implementation of his duties and responsibilities foreseen with this Agreement and not disclose such information under any circumstances to a third party outside the Contracting Authority.

9.5 Copyrights. LABYRINTH shall hold all rights, title, and interest in and to all data, report materials, reports, copyrights, artwork, illustrations and other original material produced pursuant to this Agreement.

10. Dispute Resolution

10.1 Any dispute, disagreement or claim arising from or in connection with this agreement, including breach, termination or non-validity of the Agreement, parties agree to first attempt to resolve amicably between themselves.

10.2 If after a period of fifteen (15) days following the commencement of the procedure for amicable resolution, parties do not reach an agreement, the contracting parties recognize the competence of Basic Court in Pristina as the competent forum for settling the dispute.

10.3 This Agreement shall be governed and interpreted pursuant to the applicable laws of the Republic of Kosovo. The Albanian version of the Agreement shall take precedence over the version in the English language.

11. Merger Clause

11.1 This agreement includes the entire agreement between the parties. Any prior exchange, negotiation or correspondence including but not limited to, any public announcement, offer or any representation made electronically, orally or in writing, are replaced by this Agreement and may not apply to the interpretation or meaning of certain provisions of this agreement.

12. Final Provisions

12.1 Both parties fully understand this Agreement and conditions set forth therein, and sign the same voluntarily without any coercion, intimidation or other form of pressure.

12.2 This Agreement is signed in two (2) authentic copies, one for each party.

LABYRINTH

SafetBlakaj, Executive Director

SERVICE PROVIDER

Name and Surname

Title

Date:

Date:

Specifications and Scope of work

1. Introduction

Social services (SSs) decentralization in Kosovo has not been completed even after 10 years. As a consequence, only a handful of citizens in need have access to SSs. There is a lack of SSs on municipal level regarding the children and adolescents with the psychological or behavioral disorder and drug users, there is no official data of RAE children and adolescents who use drugs and need immediate care, there are no sufficient sheltering centers on municipal level for the woman of domestic violence as well as psychosocial support of families and perpetrators of domestic violence. There is a lack of professionals dealing with domestic violence and drug addiction that could provide such support especially for families, juvenile delinquents, and drug users in conflict with the law.

In order to strengthen the social services for the people from the marginalized communities (boys and girls from the Roma, Ashkali and Egyptian (RAE) community, men and women – drug users and victims of domestic violence), European Union Office in Kosovo within *IPA Civil Society Facility and Media Programme 2018 – 2019 / Civil Society Resource Centre Phase II - Support to innovative projects in the area of social protection*, granted a project called *REsponse to social protection challenges of the marginalized communities Led by Innovation, Education and Functionality – RELIEF*. The project is implemented by the NGO Labyrinth as a Lead applicant together with the two co-applicants (Center for Protection and Rehabilitation of Woman and Children "Liria" from Gjilan and Shelter Safe House Gjakova). The action proposed by the project consortia would significantly increase the social protection system efficiency and sustainability through a more systematic coordination across all actors involved in mapping needs and resources and planning and delivering SSs.

1.1. Project background

NGO Labyrinth has signed 42 months' project contract with The European Union, represented by the European Union Office in Kosovo for the project *REsponse to social protection challenges of the marginalized communities Led by Innovation, Education and Functionality – RELIEF*. The action intent to strengthen the role of civil society in the promotion and provision of SSs with the aim to address the needs of the most vulnerable groups in close coordination with other relevant services in targeted municipalities.

General objective of the project is: The civil society sector is ready to participate in the decision-making process and to respond to the increasing demand for improved and new SSs particularly for the most vulnerable citizens.

Specific objectives are:

SO1: *To provide efficient and gender sensitive social protection system for women and men from marginalized communities through creation of innovative medical, psychological, legal and rehabilitation programmes.*

SO2: *To empower CSOs, municipal centres of social work (CSWs) and other relevant state institutions in the response to the health and social challenges of vulnerable groups, especially for*

women of domestic violence and Juvenile delinquents and children drug users (DUs) in conflict with law from the Roma, Ashkali and Egyptian (RAE) community.

SO3: *To create an enabling financial environment for CSOs services and programs for marginalized communities;*

Due to the complexity of the project and comprehensive action plan NGO Labyrinth is seeking an experienced national/regional M&E Consultant/firm to conduct the tasks determined in this TOR with relevance to the project charter. The project is including many components; of which: *1 Development of fact based models and services for TGs; 2 Capacity building programme for establishing community based support centres; 3. Capacity building programme for establishing community based support centres; 4 Establishing a mobile clinic for field work and 5 Financial support to third parties.* The M&E consultant/firm must take into consideration all project components including the Project Action plan and Logical framework matrix (project Log Frame).

2. Purpose of the assignment:

The main purpose of the consultancy is to develop the M&E plan that will accompany the project Action Plan together with the project Log Frame to facilitate the effective monitoring of the programme.

In addition, he/she will provide overall guidance and technical support for monitoring and evaluation activities across the full range of work of the Project consortia, oversee the effective monitoring, and ensure full compliance with the organizational policies, procedures and standards.

The consultant will work under the overall guidance of the Project coordinator and will regularly interact with relevant staff and project partners.

The consultancy service will be performed mainly homebased with several meetings/trips to targeted municipalities and targeted beneficiaries. The respect external M&E expertise is recruited for the purpose to provide technical support for the project team, as well as do activities and results-based monitoring all along the project period. The consultant will bring technical advice on activities implementation, intervention methodology, project steering and achieved results; he/she will also help the project team in identifying potential lacks and suggest necessary recommendations for readjusting activities, target groups choice or work of organization related to the project. Beyond assessment, his/her intervention will aim at coaching project management and professionals on development of a sustainable and specific follow-up/evaluation system for the project.

The consultant will have to master a double expertise, in: social inclusion of marginalized communities and project cycle management emphasizing the M&E pillar. the Consultant/firm will intervene about one day per month consecutively in 35 months. The M&E intervention will include development of tools for monitoring by setting up: The time table of activities, Performance indicators / segregated and quantified data based on gender; Development of Cross-cutting indicators if needed with segregation of data; / if necessary; Data collection system including development of timeline and appointment of persons who will collect the data. Data analyzing and processing will be done by the M&E consultant/firm in coordination with the project team. After the development of the Monitoring tools, the online training will be done by the M&E consultant to introduce the team with the monitoring tool that needs to be utilized during the whole action.

3. Assignment Objectives, Scope of Work and Deliverables

3.1. Objectives

The M&E assignment is aiming to ensure the implementation of a continuous **monitoring follow-up, and evaluation** conducted all along the project, from its start until its end. This assignment shall allow extracting **strengths and weaknesses** of the used methodology for reinforcing the social services on local level. It will express recommendations for improving the project monitoring and **its impact follow-up**. It will also express **improvement way and possible reorientations of the initial strategy**. Finally, at the end of the project, it will **analyse the achieved impact** and will allow disclosing and disseminating it among other municipalities.

The consultant should realize these achievements through adopting theories of change/ Change Oriented Approaches which mainly aims to create a sense of joint ownership of the program with all partners/actors and to contribute to real and last-long changes. The adoption on theories of change approaches outlines the program rational, intended impact and expected results to provide a conceptual framing for the M&E framework including progress markers and means of verification and M&E framework. Its change pathway passes across activities, outputs, outcomes and impact is approached to deeply analyse how the change came about and provoke frameworks for learning.

The specific objectives of the assignment are:

- To assess the extent to which the project has delivered the anticipated results indicated in the log frame with specific attention to impact and outcomes.
- To assess the performance of the project in alignment with intended results, deliverables and programming indicators focusing upon the appropriateness of the used implementation approach and methodology of different components.
- To assess project impact on the target group and final beneficiaries.
- To develop two Monitoring/progress reports with actionable recommendations for what could be improved in the project design and implementation and one Evaluation reports with lessons learned and achievements.
- To build the capacity of the project staff in change-management approaches/theories of change.

3.2. Deliverables

- Development of Monitoring tools for implementation of the action / output level.
- Development of Evaluation tools / quality assurance indicators/ outcome level.
- Development of two Interim monitoring/progress reports.
- Development of one Final M&E report.
- One online training for project staff on using the M&E matrix.
- At least three online meetings with the project team.
- Three 3 focus groups with stakeholders.
- One online questionnaire / if necessary.

4. Time table

We're looking for a consultant/firm (private entity or NGO), domestic or international; to begin immediately and commit at up to 34 days to this contract during the whole project (indicatively June/July 2021 – June 2024). According to our estimation the M&E consultant will require 10 days within the first year, 12 within the second and, 12 within the third year of the project. The Consultant/firm shall provide a time schedule for implementing the M&E mission activities based on the project-related components, particularly: Project duration: 3,5 years (from 30 December 2020 to 30 June 2024). Assignment start: one day after signing the contract (indicatively June/July 2021). Assignment end: 30 June 2024.

4.1. Dates and details as to how the work must be delivered¹

N o.	Deliverable	Output	Working Days
1	Development of Monitoring tools for implementation of the action / output level.	Monitoring matrix prepared and drafted	5 days
2	One online training for project staff on using the M&E matrix.	The project staff is ready to use the M&E matrix and understand the tool.	2 days (1 for preparation and 1 for conducting the training)
3	Development of Evaluation tools / quality assurance indicators/ outcome level.	Outcome indicators developed and drafted together with Evaluation matrix	3 days
4	Development of the First Interim monitoring report.	First monitoring report concluded upon collected data and data analysis	4 days
5	Development of the Second Interim monitoring report	Second monitoring report concluded upon collected data and data analysis	4 days
6	At least four online meetings with the project team	Project team and M&E consultant/firm are in constant communication and meet online regularly to discuss challenges and improvements of the M&E plan as well as to collect data for preparation of the Final M&E report.	4 days
7	One online questionnaire / if necessary	Developed online questionnaire for assessing the public outreach regarding the project outcomes.	1 day
8	Three 3 focus groups with stakeholders.	Stakeholders are included in the M&E process and give their input during the focus groups.	4 days
9	Development of one Final M&E report.	One Final M&E report concluded upon data collected throughout the Evaluation matrix.	7 days

5. Coordination between M&E consultant and Responsible organization

The Service Provider will be responsible for arranging its own logistics, including transport and accommodation, if travels are allowed due to the pandemic/COVID outbreak. NGO Labyrinth will compile background documents and data collected for facility selection. They will also facilitate

¹ Dates are indicative and can be changed by the Responsible organization if necessary. Also, in case of prolonged COVID outbreak and government travel restrictions focus groups and field visits will be done online.

contact and meetings with stakeholders including Local municipal public servants, local Centers of Social Work and target groups. All relevant expenses that will emerge will be covered by the contract budget (printing, local transport within the targeted municipalities, refreshment etc.).

6. Documents of reference:

Needed project documents (i.e. log-frame, action plan, full application); Partners internal procedures manual if necessary.

7. Method of payment:

The Service Provider will be paid for the amount agreed between NGO Labyrinth and the Service Provider with payments made directly to the Service Provider as follows:

- a. 30% on completion and submission of the **work plan**, detailing how Assignment will be accomplished with realistic timelines (Deliverables: Development of Monitoring tools for implementation of the action / output level; One online training for project staff on using the M&E matrix; Development of Evaluation tools / quality assurance indicators/ outcome level. (no later than December 2021).
- b. 40% on completion and submission of the First Interim monitoring report and preparation of the Second Interim monitoring report (no later than March 2023).
- c. 30% on completion of at least four online meetings with the project team; one online questionnaire / if necessary; 3 focus groups with stakeholders and acceptance of comprehensive Final M&E report (no later than June 2024);

8. Qualifications Requirements

The M&E consultant/ firm should have knowledge and experience in the following areas:

Education:	- University degree or equivalent in relevant sectors (social science, public health etc.)
Experience:	<ul style="list-style-type: none"> - Design and delivery of relevant and timely monitoring and evaluation plans - Tracking of activities and review of interventions using qualitative and quantitative data and methods; - Expertise and experience of designing and applying appropriate performance monitoring and results frameworks (including expertise and experience in indicator development, testing and data collection / analysis); - Monitoring and evaluation of CSOs long term programmes and projects form international donors such as EU, UNDP, USAID etc. - Using reviews and evaluation as a tool for lesson learning. - Technical: at least 10 years of experience in Project Cycle Management including Project coordination, Grant management and M&E of projects supported by international donors such as EU, UNDP, USAID. - Thematic area: a least 10 years of professional experience working for / within the non-governmental sector on human rights, social inclusion of marginalized communities, public health, HIV prevention. - Excellent communication, presentation and reporting skills;
Language	- Fluency in English with good verbal and written skills.

Responsibilities:

Establish effective working relationship with LABYRINTH staff and partners

Reporting:

The Service Provider shall report directly to the Executive Director and Project Manager.