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Current Function: FAO-UN Expert Rome/ Nigeria

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Subject: Agreement between Federal Republic of Nigeria and the United Nations Development Programme

WHEREAS the General Assembly of the United Nations has established the United Nation Development Programme (hereinafter called the UNDP) to support and supplement the national efforts of developing Countries at solving the most important problems of their economic development and to promote social progress and better standards of life; and

WHEREAS the Government of Nigeria wishes to request assistance from the UNDP for the benefit of its people;

NOW THEREFORE the Government and the UNDP (hereinafter called the Parties) have entered into this Agreement in a spirit of friendly co-operation.

Article 1: Scope of this Agreement

- This Agreement embodies the basic conditions under which the UNDP and its Executing Agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to such Project Documents or other instruments (hereinafter called Project Documents) as the parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the Executing and Agency hereunder in more detail in regard to such projects.
- Assistance shall be provided by the UNDP under this Agreement only in response to requests submitted by the Government and approved by the UNDP. Such assistance shall be made available to the Government, or to such as the Government may agree, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

Article II: Forms of Assistance

- 1 Assistance which may be made available by the UNDP to the Government under this Agreement may consist of:
- (a) The services of advisory experts and consultants, including consultant firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;
- (b) The service of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative entities as the Government may designate under Article I, paragraph 2,
- (c) The service of members of the United Nations volunteers hereinafter called volunteers);
- (d) Equipment and supplies not readily available in Nigeria (her4einafter called the country);
- (e) Seminars, training programmes, demonstration projects, expert working groups and related activities;
- (f) Scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and
- (g) Any other form of assistance which may be agreed upon by the Government and the UNDP.
- 2. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative in the Country (referred to in paragraph 4 (a) of this Article), and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.
- 3. Assistance may be provided by the UNDP to the Government either directly, with such external assistance as it may deem appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.
- 4. (a) The UNDP may maintain a permanent mission, headed by a resident representative, in the Country to represent the UNDP therein and be the principal channel of communication with the Government on all programme matters. The resident representative shall have full responsibility and ultimate authority, on behave

of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the government's co-ordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programme of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper co-ordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in co-ordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to him by the Administrator or by an Executing Agency.

(b) The UNDP mission in the country shall have such other staff as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government iron time to time on the name of the members, and of the families of the members, of the mission, and of changes in the status of such persons

Article III: Execution of Projects

- 1 The Government shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stimulated in the provisions of this Agreement and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such project through assistance to the Government to pursuance of this Agreement and the work plans forming part of such Project Documents, and through assistance to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP —assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for executing of a project in consultation and agreement with the co-operating Agency, and any arrangements to this effect shall be stipulated in the project. Work plan forming part of the Project Document together with arrangement members, if any for transfer of such responsibility, in the course of project execution, to the Government or to an entity designated by the Government.
- 2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, it may ne terminated or suspended without notice and at the discretion of the UNDP.
- 3. Any agreement between the Government and an Executing Agency concerning the execution of a UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Agreement.
- 4. The Co-operating Agency shall as appropriate and in consultation with the Executing Agency assign a full-time director for each project who shall perform such functions as are assigned to him by the Co-operating Agency. The Executing Agency shall as appropriate and in consultation with the Government appoint a Chief Technical Adviser or Project Co-ordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. He shall supervise and co-ordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.
- 5. In the performance of their duties, advisory expert, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instruction from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of

each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

- 6 Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.
- 7. Technical and other equipment, material supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.
- 8. Patent rights, copyright rights and other similar rights to any discoveries or work resulting from UNDP assistance under this agreement shall belong to the UNDP. Unless otherwise agreed by the parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty of any charge of similar nature.

Article IV: Information concerning Projects

- 1.The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any UNDP-assisted project, its execution or its continued feasibility and soundness, or concerning the compliance by the Government with its responsibilities under this Agreement or Project documents.
- 2. The UNDP undertakes that the Government shall be kept currently informed of the progress of its assistance activities under this Agreement. Either party shall have the right, at any time, to observe the progress of operations on UNDP-assisted projects.
- 3. The Government shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by the UNDP for this purpose.
- 4. Any information or material which the Government is required to provide to the UNDP under this Article shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.
- 5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information relating to any investment-oriented project may be released by the UNDP to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

Article V: Participation and Contribution of Government In execution of Project

- 1. In fulfilment of the Government's responsibility to participate and co-operate in the execution of the projects assisted by the UNDP under this Agreement, it shall contribute the following in kind to the extent detailed in relevant Project Documents:
 - (a) Local counterpart professional and other services, including national counterparts to operational experts;
 - (b) Land, buildings, and training and other facilities available or produced within the country; and
 - (c) Equipment, materials and supplies and available or produced within the country.
- 2. Whenever the provision of equipment forms part of UNDP assistance to the Government, the latter shall meet charges relating to customs clearance of such equipment, its transportation from the port of entry to the project site together with any incidental handling or storage and related expenses, its insurance after delivery to the project site and its installation and maintenance.
- 3. The Government shall also meet the salaries of trainees and recipients of fellowship during the period of their fellowships.
- 4. If so provided in the Project Document, the Government shall pay, or arrange to have paid, to the UNDP or an Executing Agency the sums required, to the extent specify in the Project Budget of the Project Document, for the provision of any of the items enumerated in paragraph 1 of this Article, whereupon the Executing Agency shall obtain the necessary items and account annually to the UNDP for any expenditures out of payments made under this provision.
- 5. Money payable to the UNDP under the preceding paragraph shall be paid to an account designated for this purpose by the Secretary General of the United Nations and shall be administrated in accordance with the applicable financial regulations of the UNDP.
- 6. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this Article, as detailed in Project Budgets, such be considered as estimates based on the best

information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment wherever necessary to reflect the actual cost of any such items purchased thereafter.

7. The Government shall as appropriate display suitable signs at each project identifying it as one assisted by the UNDP and the Executing Agency.

Article VI: Assessed Programme cost and other items payable in local currency

- 1. In addition to the contribution referred to in Article v above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilitates, in the amounts specified in the relevant project document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies:
 - (a) The local living costs of advisory experts and consultants assigned to projects in the country:
 - (b) Local administrative and clerical services, including necessary local secretarial help, interpretertranslator's and related assistance;
 - (c) Transportation of personnel within the country; and
 - (d) Postage and telecommunications for official purposes.
- 2. The Government shall also pay each operational expert directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.
- 3. The Government undertakes to furnish in kind the following local services and facilities:
 - (a) The necessary office space and other premises;
 - (b) Such medical facilities and services for international personnel as may be available to national civil servants
 - (c) Simple but adequately furnished accommodation to volunteers; and
 - (d) Assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank
- 4. The Government shall also contribute towards the expenses of maintaining the UNDP mission in the country by paying annually to the UNDP a lump sum mutually agreed between the Parties to cover the following expenditures:
- (a) An appropriate office with equipments and supplies, adequate to serve as local headquarter for the UNDP in the country
 - (b) Appropriate local secretariat and clerical help, interpreters, translators and related assistance;
 - (c) Transportation of the resident representative and his staff for official purposes within the country
 - (d) Postage and telecommunications for official purposes; and
 - (e) Subsistence for the resident representative and his staff while in official travel status within the country
- The Government shall have the option of providing in kind the facilities referred to in paragraph 4 above with the exception of items (b) and (e);
- 6) Money payable under the provisions of this Article, other than under paragraph 3, shall be paid by the Government and administered by the UNDP in accordance with Article v paragraph 5

Article VII: Relation to assistance from other sources

In the event that assistance towards the execution of a project is obtained by either party from other and the Executing Agency with a view to effective co-operation and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities co-operating with it in the execution of a project.

Article VIII: Use of Assistance

The Government shall exert its best efforts to make the most effective use of the assistance provided by the UNDP and shall use such assistance for the purpose for which it is intended. Without restricting the generality of the foregoing, the Government shall take such steps to this end as are specified in the project Document.

Article IX: Privileges and immunities

- 1. The Government shall apply to the United Nations and its organs, including the UNDP and U.N. subsidiary organs acting as UNDP Executing agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and immunities of the United Nations.
- 2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the international Atomic (the LAEA)acts as an Executing Agency, the government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.
- 3. Members of the UNDP mission in the country shall be granted such addition privileges and immunities as may be necessary for the effective exercise by the mission of its functions.
- 4. (a) Except as parties may otherwise agree in Project Document Relating to specific projects, the Government_shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a specialized Agency or the IAEA who are not covered by paragraph 1 and 2 above the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under-section 16,19 or 18 respectively of the conventions on the privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the privileges and Immunities of the IAEA.
 - (b) For purposes of the instruments on privileges and immunities and referred to in the preceding parts of this Article:
 - (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4 (a) above shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and
 - (2) Equipments, materials and supplies bought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case ma be.
 - 5. The expression <u>"persons performing services" as</u> used in Articles IX, X and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations <u>or firms which UNDP may retain</u>, whether as an executing Agency <u>or otherwise</u>, to execute <u>or to assist in the execution of UNDP and assistance to a project</u>, and their employees. Nothing in this Agreement shall be construed to limit the privilege, immunities or facilities concerned upon such organizations or firms or their employees in any other instrument

Article X: Facilities for execution of UNDP assistance

- 1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following right and facilities:
 - (a) Prompt clearance of experts other persons performing services on behalf of the UNDP or an Executing Agency;
 - (b) Prompt issuance without cost of necessary visas, licenses or permits;
 - (c) Access to the site of work and all necessary rights of way;
 - (d) Free movement within or to or from the country, to the extent necessary from proper execution of UNDP assistance;
 - (e) The most favorable legal rate of exchange;
 - (f) Any permits necessary for the importation of equipment, materials ans supplies, and for their subsequent exportation;

- (g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials, of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g) above.
- 2. Assistance under this Agreement being provided for the benefit of the Government and people of Nigeria, the Government shall bear all risks of operation arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under that Agreement. The foregoing provision shall not apply where the parties and the Executing Agency are agreed that a claim or liability arises from the cross negligence or willful misconduct of the above-mentioned individuals.

Article XI: Suspension or termination of assistance

- 1. The UNDP may by written notice to the Government and Executing Agency concerned suspend its assistance to any Project if in the judgment of the UNDP any circumstance arises which interferes with or threatens with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance.
- 2. If any situation referred to in paragraph 1 of this Article shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice the Government and the Executing Agency terminate it assistance to the project.
- 3. The provision of this Article shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under General principles of law or otherwise.

Article XII: Settlement of disputes

- 1. Any dispute between UNDP and the Government arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the president of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.
- 2. Any dispute between the Government and an operational expert arising out of or relating to the conditions of his service with the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the proceeding sentence or by other agreed mode of settlement, the matter shall at the request of either party be submitted to arbitration following the same provisions as are laid down in paragraph 1 of this Article, except that the arbitrator not appointed by either party or by the arbitrators of the parties shall be appointed by the Secretary-General of the Permanent Court of Arbitration.

Article XIII: General Provisions

- 1. This Agreement shall enter into force upon signature, and shall continue in force until terminated under paragraph 3 below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.
- 2. This Agreement may be modified by written agreement between the parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the partie4s in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each party shall give full and sympathetic consideration to any proposal advanced by the other party under this paragraph.
- 3. This Agreement may be terminated by either party by written notice to the other and shall terminate sixty days after receipt of such notice.
- 4. The obligations assumed by the parties under Articles IV (concerning project information) and VIII (concerning the use of assistance) hereof shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under Articles IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

IN WITHNESS WHEREOF the undersigned, dul Programme and of the Government, respectively				•
the English language in two copies at	LAGOS	this	12^{TH} Day of	April, 1988
For the United Nations Development Programme:	For the Gove Repub	rnment o lic of Nige		

Buicha Demeksa
UNDP Resident Representative
And
United Nations Co-ordinator

Abubakar Alhaji

TERM OF REFERENCE FOR THE EX-POST EVALUATION OF UNDP WITH FAO TECHNICAL ASSISTANT AND FEDERAL GOVERNMENT OF NIGERIA COUNTRY PROGRAMS

EXECUTED BY NATIONAL PLANNING COMMISSION,

IMPLEMENTED BY: FEDERAL MINISTRY OF AGRICULTURE FEDERAL MINISTRY OF HEALTH FEDERAL MINISTRY OF EDUCATION NATIONAL BUREAU OF STATISTICS –NBS MINISTRY OF WOMEN AFFAIRS / NGOS ETC

MS VICTORIA TAIWO OBASAJU-AYO, UNDP/FAO-UN EXPERT.
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<u>DURATION: 2000-2030</u>: CONDONATION 3/9/1982-31/10/2030 –UNU

<u>DUTY STATION:</u> NIGERIA / ROME /UK/ TCDC/ECDC COUNTRIES

UNITED NATIONS UNIVERSITY FELLOW / LONDON SCHOOL OF

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<u>ASSOCIATE LECTURER</u>: COLLEGE OF MEDICINE, UNIVERSITY OF LAGOS – 2006-2007

<u>IN VIEW:</u> SENIOR COURSE –NIPSS, KURU / LSTHM VISITING RESEARCH FELLOW/PHD

1 CONTEXT:

NIR/A1

NIR/91/009

The fourth Country Programme approved in May 1992 for the period 1992 -1996, embodied the principles of the UN General Assembly 44/2111 encouraging National Execution as the main implementation modality for UN Technical cooperation programs.

The Country program was conceived to support the goals and objectives of the National rolling plans dealing with the restructuring of the public sector, the stimulation of the private sector investment and the socio-economic diversification, the environmental protection and the grassroots development.

Government and UNDP agreed to focus UNDP's assistance on three areas, including capacity building for development and External aid management, Promotion of participation of participatory human development and Private sector development.

When the Country Programme was designed, technical cooperation in Nigeria was facing several constraints including very low disbursement rates, difficulties in absorptive capacity among national organizations receiving external assistance. The lack of effective coordination was a major problem found among the different institutions receiving aid and among donors. The difficulties to account for development funds compounded the problem.

The design of the Country Programme endeavored to address these constraints while at the same time providing sup-port to those goals chosen for UNDP's assistance. This translated into the following ten support programs:

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NIR/A2	Women in development
NIR/A3	Mass Literacy
NIR/A4	Health Sector Support
NIR/B1	Small and medium –Scale Enterprises
NIR/B2	Support to the Urban Informal Sector
NIR/C2	National Statistics and information System
NIR/C3	Environment and National Resources Management

Aid Management Programme and Management Support

Agriculture and Rural Development

The Mid-Term Review of the Country Programme in March 1995 confirmed that the Country Programme was relevant and had assisted the Government to assume full ownership of the Technical Assistance process. Among the achievements, the MTR recorded the important advocacy role played by UNDP with regard to Sustainable Human Development themes. The support to upstream policy activities was commended, and the involvement in high leverage downstream activities was highly praised because these were complementing priority community activities for which the communities themselves has made investment from their own international resources. UNDP was bringing development to where it mattered most, at the community level.

The participants congratulated UNDP for decentralizing the support structures in all the states as this allowed the channeling of the resources as closely as possible to the intended beneficiaries and the partners.

The implementation of the 4th Country Programme continued into the first Country Cooperation Framework period and it was only in 1998 that the internal review of the 10 projects could take place.

The review meeting agreed that the Federal and States Government should carry out a terminal evaluation of the programme before the end of the year with the assistance of external evaluators as well as UNDP and the UNDPS.

The lessons learned would be used in enriching the implementation of the country program under CCF1. This evaluation has not been conducted in 1998 as recommended for various reasons

The stakeholders for this evaluation are UNDP, the Federal Government of Nigeria, State Governments, Local Government and the Communities

The ex-post evaluation preparation abstracted information from the various families utilized during the project lifespan. It is expected that the ex-post evaluation will revisit the expectations and outputs set at commencement of the project and assess if they were realized and sustain after two years for termination. Furthermore, the ex-post evaluation will objectively assess issues related to the 10-program relevance, efficiency, effectiveness, impact and sustainability. The expected report and recommendation from the evaluation will be utilize for better formulation of subsequent UNDP supported programs in Nigeria and other countries of Africa where applicable.

2 PURPOSE OF THE EVALUATION

The evaluation of the fourth country program is undertaken to comply with the recommendations of the Terminal Review of the projects held in 1998 and will provide an important input for the preparation of the CCF11. It will complement the lessons we will learn from Country review scheduled to take place in the second semester of the 2001 and will contribute sustainably to the preparatory process of CCF11 as per the instructions of the Programming Manual

In addition, the ex-post evaluation will provide useful and insightful information on the execution modalities of the cluster projects to be evaluated including the management arrangement. Also the relationship between the objectives and outputs set out in the cluster of project documents and the end results obtained over the course of the country program period

3 OBJECTIVES

- Determine the extent to which the 10 projects meet stipulated objectives, their effectiveness in building capacity at different levels and delivering quality services and document lessons learnt
- Assess the relevance of the 10 projects to Sustainable Human Development processes, their design and impact on the intended beneficiaries
- Assess the implementation mechanisms with FGN, States and LGA and the civil society and document lessons learnt for improve services and collaboration
- Assess the cost effectiveness of the 10 projects and review the financial modalities in place to complement UNDP's financial support (cost-sharing GCCC)
- · Assess the issue of ownership and participation and provide recommendations for improvement

4 SPECIFIC ISSUES

The evaluation teams will particularly discus the following issues

- 1 How the implementation of these 10 projects at the grassroots level has contributed to policy advice, formulation and implementation
- 2 What mechanisms can the Country Office put in place to maximize the use of poverty alleviation projects at the grassroots level for policy advice?

SCOPE OF THE EVALUATION AND POSSIBLE ISSUES:

The evaluations are expected to focus on the following issues:

1) The degree of relevance of the cluster of project activities:

The evaluation will examine how relevant the cluster of projects to include the evolving and current needs for sustained development. Recommendations to resolve the opportunity miss in the design and implementation of the projects to address these issues is expected.

2) The efficiency and effectiveness of cluster implementation of project in terms of institutional framework:

The evaluation should assess how the relationship between the executing agency, the recipients of assistance and UNDP impact and success of the project clusters. Also address the efficiency of cluster of project administration, management, cluster of project implementation (accessibility, quality of service, image), monitoring and evaluation.

3) The impact of cluster project activities in relation to development objectives.

The evaluation should consider if cluster of project activities implemented during program duration was effective in contributing to development objectives set in the project document. It should address issue of outputs/outcomes of the cluster of the projects.

4) Sustainability of results of the cluster of projects:

The evaluation should examine progress in the respect of favorable policy environment, Government support, etc) and subsequent program development. The evaluation should consider changes brought about by the use of or response to outcomes of the cluster of projects.

5) EXPECTED OUTPUT:

The mission will prepare an evaluation report presenting their findings and recommendation. The draft of this report including practical, specific and timely management actions required for improving the performances will be made available to the Country Office prior to the departure of the mission team.

The report should consist of findings, conclusions, lessons learned and recommendations. Also it should provide concrete recommendations for follow-up strategy and activities for formulating subsequent program interventions.

The final report will be disseminated through the Resident Representative of UNDP. The report will be presented to Representatives of the cluster of project's executing and implementing agencies.

6. METHODOLOGY:

External Consultants will conduct the evaluations using a participatory evaluation methodology that will integrate stakeholders and enhance the learning process for project and program implementers Prior to commencement of the evaluation exercise, the consultants will review all related project files and relevant reports. A summary of review documents prepared by the country office will be made available

The ten projects are divided into four clusters for the evaluation. Six consultants will work in the four clusters of the projects

- CLUSTER 1: 1. SUSTAINABLE AGRICUTURE AND RURAL DEVELOPMENT
 - 2. ENVIRONMENT AND NATURAL RESOURCES MANAGEMENT

1 CONSULTANT

- CLUSTER 2 3. HEALTH SECTOR SUPPORT PROGRAMME
 - 4. NATIONAL MASS LITERACY PROGRAM
 - 5 WOMEN IN DEVELOPMENT PROGRAMME

2 CONSULTANTS

- CLUSTER 3 6. SMALL AND MEDIUM SCALE ENTERPRISES
 - 7. URBAN INFORMAL SECTOR

1 CONSULTANT

- CLUSTER 4 8 AID MANAGEMENT
 - 9. PROGRAM MANAGEMENT SUPPORT UNIT
 - 10. NATIONAL STATISTICAL AND INFORMATION MANAGEMENT
 - 2. CONSULTANTS

7) QUALIFICATION REQUIRED

Post graduate degree in Agricultural Science or Agriculture Economics and Environmental Science with a minimum of 10 years experience either working or as a consultant with bilateral agencies. Conversant with field activities and community based projects with evaluation experience. Good writing skills essential

Postgraduate degree in Health or Health related field, Education with experience in semi-formal education as advantage and extensive experience on gender related issues as advantage. With a minimum of 10 years experience either working or as a consultant with bilateral agencies. Conversant with field activities and community based projects with evaluation experience. Good writing skills essential

Postgraduate in Urban Planning, Geography, Economics or related field plus experience on the issue. A minimum of 10 years experience either working or as consultant with bilateral agencies. Conversant with field activities and community based projects with evaluation experience. Good writing skills essential

Postgraduate degree in Management, Statistics, Economics or related field. With a minimum of 10 years experience either working or as a consultant with bilateral agencies. Conversant with field activities and community based projects with evaluation experience. Good writing skills essential

An assessment of the policy, institutionalization and capacity building for primary health care delivery at the local government level and review of the interdependence of the three tiers implementation and operational approaches. By Victoria Taiwo Obasaju-Ayo –FAO Expert

THREE TIERS FOR PRIMARY HEALTH CARE IMPLEMENTATION IN NIGERIA

THREE TIERS	COMPONENTS	INSTITUTIONS	ORGANOGRAM	POLICY
PRIMARY	PHC Centers	School of Health	DPHC, MCH, PH,	Ward Health
	Local Govt level	Technology /	IMMUNIZATION,	Policy –
	Health post,	CHO training	Chairman,	councilors
	Dispensaries,	institutions eg	supervisory	MSS -Midwifes
	cottage hospitals	ICHPC / LUTH	councilor health	SURE-P -chews
SECONDARY	Hospitals –	Schools of	DPHC, DPHC,	Health Policy,
	Ministry of	Nursing and	MCH, PH,	food /nutrition /
	Health. General,	Midwifery	IMMUNIZATION	agriculture and
	specialists			education policy
TERTIARY	Univ teaching	Colleges of	EXEC DIR PHC	Health,
	Hospitals –	Medicines,	DPHC, MCH, PH,	Nutrition,
	NPHCDA /	Universities –	IMMUNIZATION	Hiv/Aids,
	FMOH	Comprehensive		Population etc
		PHC centers		
INTERNATIONAL	WHO, UNICEF,	LSHTM, London,	TRAINING	United Nations
Implementing	USAID, UNDP,	Johns-Hopkins	INSTITUTE	policies and
partners -	FAO, EU,	UN, UNU Fellow		procedures
	UNFPA,	Public Health		
	UNAIDS, UNU,	Depts, etc		

BASELINE SURVEY: EXPLORATORY VISITS AND TIME ALLOCATION - AGRARIAN

- Identify and list all health and health related workers Human resource for health result
- Identify/ list all policy makers and intersectoral collaborators PHC pillars and components
- Epidemiology data prevalence, incidence and risk factors socio-metric / ethnographic
- Socio-demographic data utilize DHS, MICS, Human development reports other data

Situation analysis / Ethnographic study and rapid assessment survey / existing data validation

- LGA population by ward and age / compare with maps IPDS / identify hard to reach areas
- LGA Health budget / health financing adequacy of funds / ad-hoc activities / IPDS, MCH
- Health facility by type, location and ownership / assess other facilities private, faith, TBAS
- Health personnel by type and location / human resource for health result / facility utilization
- Social economic status / predominant occupation, income level /agrarian income subsistence
- School population by type and location /Public, private schools/average population per class
- Public utilities and services/alternative health care delivery system / faith base / TBAS/ Herbs
- LGA PHC activities and community diagnosis / economic activities/ income level of farmers
- LGA logistics and information support / time allocation, accessibilities of facilities,

Health Maps For LGA – facilitate community mobilization/ selection of appropriate service delivery

- Obtain map of the LGA and draw the map to show the following in the LGA maps
- All settlements with their population Barracks police, military, prisons and others
- Existing health facilities, health posts, dispensaries, maternity/ health centers, hospitals
- Roads tarred and seasonal
- Schools primary, secondary and post secondary
- Topography –streams, rivers, hills, mountains –

Implementation of Primary Health Care within the Local Governments Areas:

Household food security/Special / National program on food security: UNICEF/FAO

52% of diseases have underlining case of malnutrition and case fatality is higher with marginal nutritional status. It is important to boost dietary intake and assess nutrient adequacy at the household, community and local government level. Sure-p and MSS will assess the following:

- Staple food in the locality: what the people eat most of the time for breakfast, lunch, dinner, snacks, occasions and what is available and affordable to all within income level
- Assess dietary patterns of vulnerable age group infants, children, and weaning diet, pre-school diets, pregnant and nursing mothers, convalescence what are your recommendations
- Assess adequacy, availability and seasonal variation in food, productivity, surplus value and affordability—price elasticity including hunger period /season use consumer price index
- Assess agrarian non-food expenditure schools, hospitals and health seeking behaviors / utilization of health facilities and alternative health providers: adequacy, and income level
- Disease pattern, seasonality and facility adequacy / quality of care/ affordability/cost for care
- Are disease patterns more prevalent in a settlement than another compare the prevalence, incidence and risk factors in the communities and settlements: check the records for analysis
- What percentage of income goes on food by all socio-economic status: % on non-food/income
- Land, labor and productivity surplus value / equity of distribution to women, minority group in the community and cost effectiveness / cost benefit ratio / quality of life index
- Youth and their dietary patterns / labor input in farms and education / dependency ratio
- Drop out rate in schools, teenage pregnancies, total fertility rate, low birth weight assess
- Immunization, deworming, Maternal and child health programs and VIT A and others
- Routine immunization assess opportunity miss in the clinics and communities / IPDS

Women nutrition and the implication on child survival and reproductive health at the community

- Assess food security availability, affordability, accessibility at the household level
- Quality of the family diet, seasonal variation in availability, intrahousehold distribution of food, cultural beliefs and customs that affect food utilization, production and accessibility
- Reproductive patterns how many eat from the same pot daily and compare with income level of the household, adolescent fertility and total fertility rate and trend on fertility / education
- Colostrums, and dietary intake of infants and new born / weaning practices and health status
- Malaria, HIV/AIDS, Malnutrition, acute respiratory infection and other disease patterns
- Public health number of people that share rooms, environmental health, community health
- Prepare recommendations for improvement in household food security that is adaptable and can be integrated affordably at the household and community level base on findings above

Health, Village Health Committees and Ward Health System at Local Government level

- Review intersectoral cooperation at the facility level and community health care delivery
- How frequently do health workers meet to discus activities of the week, month, quarterly
- Are there existing village health committees with the councilors in the ward involvement
- How frequently do the health workers in the LGA meet apart from IPDS period

Inter –state comparison / inter-LGA comparison, cross – cultural comparison – TCDC/ECDC

- List all the components and PHC and MDG how do they function at LGA level
- Have you seen PHC / MDG implementation documents and policies? How do they compare at the LGA, State, Country level implementation and with other countries of Africa / World
- Prepare Recommendations For Collaboration, Integration and intersectoral cooperation
- Assess beneficiary input and ownership by communities- what are your recommendations
- What are your recommendations for regulatory framework that will foster impact, long term sustainability, institutionalization, coordination, monitoring & evaluation/ capacity building