
DRAFT Contract No: MCAT/COM/E9-72

Lump-Sum

Individual Consultant Contract

**For the Provision of Consultancy
Services for the Evaluation of and Data Gathering for the
Mafia Island Airport Upgrading Project**

between

**MILLENNIUM CHALLENGE ACCOUNT - TANZANIA
Of THE UNITED REPUBLIC OF TANZANIA**

and

Dated: 06 December, 2011

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**LUMP-SUM CONTRACT
FOR AN INDIVIDUAL CONSULTANT FOR THE EVALUATION OF AND DATA
GATHERING FOR THE MAFIA ISLAND AIRPORT PROJECT**

Ref:- MCA-T/COM/E9-72

THIS CONTRACT (“Contract”) is entered into this..... December, 2011, by and between the **Millennium Challenge Account-Tanzania (“the Client”)** having its principal place of business at Development House, Kivukoni Front/Ohio Street, Dar es Salaam, Tanzania and (“**the Consultant**”) having his/her principal address located at, on the other part.

WHEREAS, the Client wishes to have the Consultant perform the Data Gathering Consultancy Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform the Data Gathering Consultancy Services as agreed hereunder,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

2. Term The Consultant shall perform the Services during the period commencing XX January **2012** (hereinafter referred to as “effective date”) and continuing through or any other period as may be subsequently agreed by the parties in writing.

This Contract may be renewed, extended, modified, amended and or altered as may be agreed by the parties in writing. Either party may, with thirty days notice, issue in writing to the other party stating his/her intention to amend, renew, extend, modify and or alter any provision of this contract. Such renewal, amendment, extension or alteration shall become effective upon written acceptance by the other party.

3. Location The Consultant shall deliver the services specified in Annex A at Dar es Salaam and Mafia Island, Tanzania, or as otherwise agreed with the Client.

4. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed..... **United States Dollars (US\$.....)** (the “**Contract Price**”) on the basis of a

maximum of **Twenty two (22) calendar weeks**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. In the event that any additional services or time shall be required by the Client, this will be charged at the rates in Appendix B.

B. Schedule of Payments

Base Period

<u>Paid Deliverables</u>		
<ul style="list-style-type: none"> - Inception Report – including Evaluation Concept Note (Week 4) ; - Implementation Monthly Report 1 - (week 8); - Implementation Monthly Report 2 - (week 12); - Final Data Gathering Report- (week 16); - Data Files; Transcripts; Codebooks; do Files; & Correspondence (as per Table 2)- (week 18); - Final Baseline Report, (based on MCA-T template), Dissemination Presentations and Final Evaluation Concept Note - (week 22). 		
<u>Presentation Schedule</u>	<u>Payment Schedule against presentation of Deliverables</u>	<u>% of Total Cost</u>
1 (week 4)	Inception Report – including Evaluation Concept Note	15
2 (week 8)	Implementation Monthly Report 1	15
3 (week 12)	Implementation Monthly Report 2	15
4 (week 16)	Final Data Gathering Report	15
5 (week 18)	Data Files; Transcripts; Codebooks; do Files; & Correspondence (as per Table 2)	15
6 (week 22)	Final Baseline Report (based on MCA-T template), Dissemination Presentations and Final Evaluation Concept Note	25
Total		100

C. Payment Conditions

Invoice Delivery

The original tax-exempt invoice, all copies and all related correspondence and documents shall be delivered to the Document Intake Coordinator at the MCA-Tanzania offices.

The invoice will be deemed received with the placement of an indelible date stamp and the Document Intake Coordinator initializing the face of the original invoice, subject to the invoice being approved by the MCA-Tanzania.

Payment Terms

MCA-Tanzania will make its best efforts to provide payment within 30 days after receipt of the invoice **subject to presentation of the applicable report and invoice each being approved by MCA-Tanzania.**

No other terms or conditions shall be implied, or noted on the face or back of the invoice or copies.

Rejection of Invoice

An invoice may be rejected outright i.e. not marked as received, or may be rejected through the invoice approval process i.e. marked as received then found to be deficient. If an invoice is rejected by MCA-Tanzania, the Consultant will be informed as soon as practicable. The advice of rejection will contain the reason(s) for the rejection and, where possible, how to cure the deficiency.

Once the invoice has been corrected and resubmitted and approved by MCA-Tanzania, the 30 day processing period will start anew.

Payment Accounts

The accounts to which payments are to be made are:

Bank: *[To be provided by the Consultant]*
Account Name:
Account Number:
Swift Code:
Correspondent Bank:
Swift Code:

5. Project Administration

A. Coordinator.

The Consultant shall be supervised by MCA-T Director of Monitoring and Evaluation (the "Coordinator"). The Coordinator shall be responsible for the supervision of activities under this Contract including acceptance and approval of the reports and of other deliverables and for receiving and approving invoices for payment.

B. Working Hours

The working hours of the Consultant will be based on the normal working hours of the client. The Consultant shall not be entitled to be paid overtime.

C. The Consultant shall not be entitled for working days leave per calendar year through the duration of the Contract to be taken upon consultation and agreement with the Coordinator.

D. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government of Tanzania shall:

- (a) Arrange for the Consultant to be provided promptly with the necessary entry visa (if applicable).
- (b) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant to perform the Services and to stay in Tanzania for the duration of the Contract (if applicable).
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Consultant. (if applicable)
- (d) Grant to the Consultant the privilege, pursuant to the Applicable Law, of bringing into Tanzania reasonable amounts of foreign currency for the purposes of the Data Gathering Consultancy Services or for the personal use of the Consultant and of withdrawing any such amounts as may be earned therein by the Consultant in the execution of the Data Gathering Consultancy Services. (if applicable)

The Client shall provide the facilities and services defined in the Terms of Reference at Annex A.

7. Performance Standards

The Consultant undertakes to perform the Data Gathering Consultancy Services with the highest standards of professional and ethical competence and integrity.

8. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Data Gathering Consultancy Services, this

Contract or the Client's business or operations without the prior written consent of the Client.

- 9. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. These documents, reports etc shall not be disclosed by the Consultant to anyone other than the Client without the prior written consent of the Client.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 11. Limitations** Except in the case of gross negligence or willful misconduct on the part of the Consultant or in carrying out the Data Gathering Consultancy Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds the total value of the Contract.
- 12. Eligibility** The Consultant and any sub-contractors must comply with the eligibility requirements of the Millennium Challenge Corporation throughout the duration of the Contract. If at any time the Consultant becomes ineligible, the contract may be terminated.
- 13. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage as may be agreed with the Client.
- 14. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 15. Law Governing Contract and Language** The Contract shall be governed by the laws of the United Republic of Tanzania, and the language of the Contract shall be English.
- 16. Termination** Either party may terminate the contract by giving thirty (30) days notice of termination.
- Upon termination of this Contract by notice of either Party, pursuant to Clause 2 of the Contract:
- a) the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly

manner. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall hand these over to the Client.

- b) the Client shall make payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.

17. Additional Provisions

The provisions of Annex C, “Additional Provisions”, with the exception of clause I “Insurance” shall apply to this contract.

18. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules as at present in force in the United Republic of Tanzania.

The place for arbitration shall be Dar es Salaam, Tanzania.

For and on behalf MCA-Tanzania:

For the Consultant:

Signature

Signature

Name: Bernard S Mchomvu

Name:

Title: Chief Executive Officer

Title: The Consultant

Witness

Witness

Name:

Name:

Title:

Title:

Signature:

Signature:

LIST OF ANNEXES

- Annex A: Terms of Reference
- Annex B: Consultant's Rates
- Annex C: Additional Provisions

Terms of Reference for Evaluation of and Data Gathering for Mafia Island Airport Upgrading Project

1.0 Background

- 1.1. The Government of the United States of America acting through the Millennium Challenge Corporation (MCC) and the Government of Tanzania (GoT) have entered into a Millennium Challenge Compact for Millennium Challenge Account (MCA-T) assistance to help facilitate poverty reduction through economic growth in Tanzania in the amount of 698 million USD. MCA-T on behalf of the Government of Tanzania intends to apply a portion of the proceeds of MCC funding to eligible payments under this contract for conducting the Evaluation Activities for the Upgrading of Mafia Island Airport Project. Payments by MCA-T will be subject, in all respects, to the terms and conditions, including restrictions on the use of MCC funding of the Compact.
- 1.2. The Compact aims at reducing poverty through the implementation of a program consisting of three projects, each containing a number of activities and sub-activities namely:
 - i. **The Transport Sector Project** consists of four distinct activities, the Mainland Trunk Roads Activity, the Zanzibar Rural Roads Activity, the Road Maintenance Activity and the Mafia Island Airport Activity.
 - ii. **The Energy Sector Project** consists of three distinct activities, the Zanzibar Interconnector Activity, the Malagarasi Hydropower and Kigoma Distribution Activity, and the Distribution Systems Rehabilitation and Extension Activity. A pilot solar energy project is planned for Kigoma which will also be included in the M&E activities.
 - iii. **The Water Sector Project** consists of three distinct activities, the Lower Ruvu Plant Expansion Activity, the Non-Revenue Water Activity, and the Morogoro Water Supply Activity
- 1.3. More details on MCA-T and MCC are found in MCA-T and MCC website (www.mca-t.go.tz and www.mcc.gov).
- 1.4. The Compact is to be implemented over a period of five (5) years. Upgrading of Mafia Island Airport is one of the sub-projects under MCA-T's Transport Sector Project. The sub-project is geared to addressing the existing problem of access to the island as a result of poor condition of its airport and lack of feasible alternative transport options. Specifically, the sub-project will:
 - i. Refurbish the runway, apron and taxiway; establishment of boundary security; refurbishment of the fire station, terminal building and its water supply; and installation of communication equipment;

- ii. Conduct additional environmental assessments, together with any resulting Resettlement Action Plans (RAPs) consistent with the World Bank Operational Policy and Environmental Management Plans (EMPs) each as needed and as satisfactory to MCC;
 - iii. Build the capacity at the Tanzania Airports Authority (TAA) – This includes improvements in strategic maintenance planning and management of routine and periodic maintenance contracts; and
 - iv. Co-ordinate and supervise the construction works.
- 1.5. Resurfacing of the airport’s runway and improving other airport facilities will allow for easier, more efficient, and safer access to the island, resulting in increased tourist and business travel to and from the mainland and additional job to the island. This translates to more dollars spent in the local economy for tourism-related businesses. According to MCC’s ERR calculations, currently approximately 12,000 passengers arrive at the airport each year, including 7,000 for leisure and holiday trips and 400 for business travel. The number of visitors to Mafia Island is estimated to increase by 10% post upgrade and then experience an annual growth rate of 6%. The Transport Sector Project Logic is attached as Annex 1.
- 1.6. The compact is currently in the beginning of its fourth year of its implementation and key activities in all the sector projects are on-going. With regard to upgrading the Mafia Island Airport, MCA-T is at the final stages of engaging the construction contractor and the consultant. Works are expected to start sometime in December, 2011 and will be implemented over a period of 18 months.
- 1.7. MCA-T shall establish the baseline status before upgrading of the airport is done, and later after project development, conduct similar exercise to establish impact of the project. It is against this background that MCA-T is seeking the services of the Consultant to lead the evaluation activities for Mafia Island Airport Upgrading sub-project.
- 1.8. Given it is unlikely that a counterfactual can be found, an experimental/quasi experimental design to evaluate the impact of the project is considered unlikely. However, MCA-T has assessed possible primary and secondary data sources which may be useful for the Mafia Island evaluation¹:
- (i) **Tourism Industry Data** – There may be existing secondary data, or potential low effort primary data collection to collect information on key players in the tourism sector to understand how the improvements in the Mafia Airport affect their marketing and package deals for tourism to the Island, as well as their sales for Mafia Island tourism packages.
 - (ii) **Visitors’ Exit Data** – There may be existing secondary data, or potential low effort primary data collection activities which would provide basic statistics on visitors using air services to visit Mafia Island, preferably for at least the 2011-

¹ The consultant would assess whether these are feasible methods for addressing the research questions during Task 1.

2014 time period. The selection of months would be assessed with MCA-T and the Tanzania Airports Authority (TAA), taking into account seasonal variations. Key variables for the survey include information on *tourist spending, source markets, purpose of visit and average length of stay*. A visitor exit survey should take no longer than 10-15 minutes for each visitor to complete.

- (iii) **Business/Enterprise Data** – There may be existing secondary data, or potential low effort primary data collection activities which would provide a basic before/after comparison of the benefits generated to business owners and employees of these businesses as a result of the upgrades made to Mafia Airport. The target population for this data is both formal and informal businesses that have existed before the airport construction along with those that started operating after the construction of the airport.

2.0 Scope of Work

2.0 MCA-T is seeking the services of a qualified consultant to conduct evaluation services for the Mafia Island Airport Upgrade project, including evaluation design, data gathering, analysis and dissemination.

2.1 The consultant will ensure the evaluation design and subsequent data gathering activities address the following key research questions:

- i. Has the Mafia Island Airport Upgrade Project led to easier, more efficient, and safer access to Mafia Island?
- ii. Has the Mafia Island Airport Upgrade project led to an increase in (i) tourism and/or (ii) business travel?
- iii. Has the Mafia Island Airport Upgrade project led to an increase in visitor spending on the island?
- iv. Has the Mafia Island Airport Upgrade project led to an increase in economic and investment activities on the island? (hotel, wildlife refuge, food industry, etc.)

3.0 Description of Service

Task 1: Design

The Consultant shall:

- 1) Meet with MCA-T M&E and Transport Sector staff, TAA as well as Ministry of Natural Resources and Tourism staff to gain a better understanding of the objectives and intended outcomes of this activity;
- 2) Become familiar with and review all relevant background documents; This includes a clear understanding of the project logic and clearly linking all data collection activities to the indicators included in the project logic and M&E plan;
- 3) Hold meetings with relevant external (i.e., non-MCA-T) stakeholders to clarify available data and propose primary data collection needs. The Consultant will be responsible for drafting meeting notes

and incorporating feedback into the survey design and questionnaire. These meetings must, therefore, be held early enough in the process to allow the input to be incorporated;

- 4) Draft and submit an **Evaluation Concept Note** that will at a minimum contains the following:
 - a) Research questions;
 - b) Evaluation design;
 - c) Quantitative and Qualitative Data collection methods and sampling methodology, including proposed sample sizes;
 - d) Indicators/Survey instruments for any proposed qualitative and quantitative data collection methods (ENGLISH only at this stage);
 - e) Data quality control/verification protocol;
 - f) Data Entry Plan (if applicable);
 - g) Analysis Plan;
 - h) Dissemination Plan - includes delivery of Final Report and any other necessary presentations
 - i) Staffing plan – Assess whether or not any additional staff is required.
 - j) Human subjects review and protocol - Includes any required human subjects/ethical clearance for study
 - k) Schedule of activities, including:
 - i) Secondary Data Extraction Plan (if applicable)
 - Identification of existing sources, clearances to obtain data
 - ii) Primary Data Collection - Pilot Test Plan (if applicable):
 - Detailed timeline for all pilot testing activities in the field;
 - Identified areas where the pilot tests will be conducted, and the language proficiencies needed to conduct the pilot testing in the identified areas;
 - iii) Primary Data Collection - Survey Work Plan (if applicable):
 - Staff resources responsible for the different activities;
 - Schedule of training of enumerators;
 - Field testing of survey instruments; and
 - Complete list of all activities (including start and end dates).
 - Supervision and data quality checks to be put in place; and
 - l) Budget for all subsequent activities for Task 2-6.

The **Evaluation Concept Note** will be submitted to MCA-T for review. The same report will be shared with TAA. MCA-T will return comments to the Consultant on the Evaluation Concept Note within 2 weeks of receiving it, and the Consultant will submit a revised version within 5 working days of receiving comments².

Task 2: Data Gathering

The consultant shall:

- 1) Support MCA-T to execute any required additional staffing plan
- 2) Develop any required training materials and conduct any necessary training, pilot testing, etc. in accordance with the Evaluation Concept Note

² More than one round of comments may be necessary to finalize the deliverable. This applies to all deliverables.

- 3) Conduct all primary data collection requirements as detailed in the Evaluation Concept Note;
- 4) Conduct all secondary data collection requirements as detailed in the Evaluation Concept Note;
- 5) Conduct all data entry as required;
- 6) Produce **Monthly Progress Reports** summarizing progress made on data collection and extraction, challenges faced and lessons learned.
- 7) Submit the **Final Implementation Report** which summarizes all activities, challenges faced and lessons learned during implementation phase. This will include a summary of any deviations from Evaluation Concept Note, summary of sampling and weighting issues. The Annexes of the Final Implementation Report will include any necessary training materials and programs, questionnaires and other materials developed for implementation according to the Evaluation Concept Note. MCA-T will provide guidance on an outline for the Final Implementation Report.

If the Evaluation Concept Note advises additional staff is required, any additional staff hired will support the consultant on these tasks however the consultant is ultimately responsible for the above activities and deliverables.

Task 3: Analysis

The consultant shall:

1. Conduct all cleaning to create a clean data set and document in statistical software program;
2. Calculate sampling weights and conduct variance analysis;
3. Produce a complete, clean raw data set;
4. Produce cross-tab tables for key variables. MCA-T will provide specific guidance on which tables to produce but the Consultant is free to propose additional analyses; and
5. Submit a complete set of survey documentation that contains the elements as shown in the table below:

Table 2: Elements of Data Analysis Documentations

Element	Description
Descriptive Statistics	Tables of descriptive statistics for key variables of interest, complemented by brief summary
“Readme” File	A “Readme” file detailing the contents of the data file, listing all included files and documenting the purpose and format of each file provided
Do files	Any code files written to convert raw files to analysis files
Codebook	A codebook covering each of the datasets included. This should include variable and value labels, allowing an individual to translate a response on a questionnaire to a value in the appropriate dataset. Variable-specific information should also include type (character or numeric), domain information (population responding to the question), and frequencies (item tallies).
Data sets and any corresponding do files and documentation	Data should be provided as a set of modular datasets corresponding to the survey’s major units of observation (e.g., nationalities, households, individuals, etc.). In some cases where privacy protection would prevent merges needed for essential analyses, these pre-merged datasets may also be required. The dataset(s) should reflect any cleaning and data quality reviews conducted. Where subjective data cleaning significantly alters statistical results, an original and a cleaned version should be provided. When the data analysis included the creation of key aggregate variables (such as consumption aggregates), these variables should be included in the dataset.

Task 4: Dissemination

The consultant shall:

1. Draft and submit a final **Baseline Report** that incorporates the comments of MCA-T, TAA, and other stakeholders and that includes the final dataset. An outline of the report will be provided by MCA-T.

2. Present key findings to stakeholders in Tanzania. Presenting findings in Washington, DC headquarters will be dependent on budget and time availability.

5.0 Time and Deliverables Schedule

The Consultancy is expected to require 22 calendar weeks as outlined in Table 3 below:

Table 3: List of Deliverables and their Proposed Due Dates

Item number	Activity	Duration (Calendar Weeks)
1	Design	4
2.	Data Gathering	10
3.	Analysis	4
4.	Dissemination	4
	TOTAL	22

Table 4 outlines each deliverable and its due date, and specifications for each deliverable are described below. Please note: all deliverables, including data files, must be submitted in ENGLISH.

Table 4: List of Deliverables and their Proposed Due Dates

Item number	Deliverables	Proposed due date
1	Evaluation Concept Note	4 calendar weeks after contract effective date
2a	Monthly Progress Reports	Every calendar month of implementation
2b	Final Data Gathering Report	2 calendar weeks following completion of implementation
3	Final data files, including any transcripts from interviews, codebooks, do files, and corresponding documentation as detailed in Table 2	4 calendar weeks after implementation
4	Final Baseline Report (based on MCA-T template) and dissemination presentations and Final Evaluation Concept Note	4 calendar weeks after analysis is complete

6.0 Responsibilities

6.1 **MCA-T** shall provide access to documents and reports that may be required as well as all the necessary logistic arrangements e.g. letter of introduction to project stakeholders.

6.2 **The Consultant** shall be responsible for all requisite transportation , accommodation, laptop, translations, communications, equipment, office, staff, insurance costs (as applicable) etc related to the undertaking of their responsibilities under this Contract. No reimbursable costs will be paid. The Consultant will also be responsible for keeping all hard copies of the questionnaires and data until the end of the contract.

7.0 Qualifications

The qualifications for this consultancy are:

1. A Masters degree in economics, anthropology, sociology or similar degree;
2. At least 5 years' experience conducting quantitative and qualitative research,
3. Demonstrable experience conducting qualitative research activities, such as: focus groups, semi-structured interviews;
4. Demonstrable experience with conducting quantitative and qualitative data analysis and dissemination of results for a broad audience.
5. Excellent communication skills and experience in working with a wide range of individuals in government, private sector and civil society;
6. Good written and verbal communication skills in English;
7. Excellent knowledge of statistical analysis software;

Highly preferred:

Demonstrable experience analyzing economic growth and/or poverty reduction strategies and drawing policy recommendations from analysis.

Annex 1: Logic for the Evaluation of and Data Gathering for the Mafia Airport Upgrade Project (final version expected December 2011)

TRANSPORT SECTOR PROJECT LOGIC									
Mafia Island Airport									
PROCESS		OUTPUTS		OUTCOMES		OBJECTIVES		COMPACT GOAL	
Description	Indicators	Description	Indicators	Description	Indicators	Description	Indicators	Description	Indicators
Finance design and supervision activities	Value of design and supervision contract (\$)	Improvement in airport	Percentage of upgrades complete (%)	Increase in travel	Annual passenger arrivals (#)	Increase in investment and economic activities	Aggregate Visitor Spending (\$)	Poverty Reduction and Economic Growth	Annual GDP growth rate (%)
	Value disbursed on design and supervision contract (\$)								
	Certificate for Environmental Impact Assessment (EIA) issued (#)								
Finance construction activities	Value of construction contract (\$) Value disbursed for construction contract (\$)	Increased temporary employment	Number of people temporarily employed/contracted by MCA-IEs (#)						
Provide capacity building and technical support	Hours of MCA-T trainings (hrs)								
	Hours of Implementing Entity (IE) Trainings (hrs)								
	Value of in-kind equipment for IEs (\$)								

ANNEX B

CONSULTANT'S RATES

*[To be provided by the Consultant and to be used in the event that the duration of the
Contract is extended by the Client]*

ANNEX C

ADDITIONAL PROVISIONS

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the Contract or in the Compact or related agreements.

MCA-Tanzania is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA-Tanzania and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and MCA-Tanzania shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-Tanzania, MCC or any

other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, MCA-Tanzania, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/funding_limitations.pdf

C. Procurement.

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA-Tanzania. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at: www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf

D. Reports and Information; Access; Audits; Reviews.

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA-Tanzania in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA-Tanzania from time to time in order to comply with its reporting requirements arising under the Compact or related documents. The provisions of the Compact that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

2. Access; Audits and Reviews. The Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions

of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at

www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with the Contract. A summary of the applicable requirements may be found on the MCC website at

www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

E. Compliance with Anti-Corruption Legislation.

The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA-Tanzania, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

F. Compliance with Anti-Money Laundering Legislation.

The Consultant shall ensure that MCC Funding disbursed pursuant to this Contract is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Consultant, MCC, MCA-Tanzania, the Fiscal Agent, the Procurement Agent, or the World Bank.

G. Compliance with Terrorist Financing Statutes and Other Restrictions.

1. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac (ii) on the consolidated list of individuals and

entities maintained by the “1267 Committee” of the United Nations Security Council, or (iii) such other list as [MCA Entity] may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at www.mcc.gov. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA-Tanzania or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA-Tanzania with a copy to MCC.

3. Other restrictions on the Consultant shall apply with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or MCA-Tanzania, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related agreement or that materially and adversely affects the Program assets or any Permitted Account.

H. Publicity, Information and Marking.

The Consultant shall cooperate with MCA-Tanzania and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, services, and works funded by the United States, acting through MCC; provided, that any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC

from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Consultant shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

I. Insurance.

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and MCA-Tanzania shall be named as additional insured's on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works; provided, that at MCC's election, such proceeds shall be deposited in an account as designated by MCA-Tanzania and acceptable to MCC or as otherwise directed by MCC.

J. Conflict of Interest.

The Consultant shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time.

K. Inconsistencies.

In the event of any conflict between this Contract and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

L. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by MCA-Tanzania or MCC in connection with this Contract.

M. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (L) above.