

SERVICE CONTRACT FOR CONDUCTING AN INTERIM AND FINAL EVALUATION OF QARIB PROGRAM

Qarib program no. MAOMD1212

TERMS OF REFERENCE

INFORMATION FOR CANDIDATES

Regarding Article 7.3. Currency: At the end of the tender process and before the Contract is signed (finalisation), the currency used in the framework of the Contract may be adjusted to match that of the Successful Bidder's bank account (e.g.: USD, JOD, CFA, etc.).

For example, if the Service Provider has an account in USD, the Contract may be drawn up in USD, prior to signature, in order to facilitate bank transactions and accounting procedures. In this case, CFI shall amend this article.

However, the candidate's bid must be presented in euros.

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SPECIAL TERMS AND CONDITIONS

Article 1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Amendment	Means the written document completing and/or modifying the previous contractual documents and still in force; signed by the Parties.
CFI	Refers to the company purchasing the Services. Its registered name is: TRANSTELE CANAL FRANCE INTERNATIONAL.
Contract	Means this services Contract and all its appendices, which form an indivisible whole.
Donor	Means the organization(s) that provides all or part of the funds needed to carry out projects.
Service Provider	Means the entity with legal personality which has been awarded this Contract. In the event of a consortium of economic operators, the Service Provider means consortium.
Service(s)	Means all or part of the services entrusted to the Service Provider under this Contract.
Party(ies)	Means the Service Provider and/or CFI as Parties of the Contract.
Program	Means Qarib program implemented by CFI.
Third Party	Means any physical or legal person other than the Parties.

1.2. Interpretation

In this Contract, unless otherwise stated:

- The titles given to the Chapters, Articles and Appendices are for convenience only and shall not affect the interpretation or application of the provisions of the Contract and its Appendices;
- Terms defined in Article 1. DEFINITIONS AND INTERPRETATIONS may be used either in the singular or in the plural when the meaning or context requires it ;
- References to a contract or other document include its appendices and any amendments or supplements to that contract or document ;
- References to Articles, Chapters or Appendices shall be understood to be references to Articles, Chapters or Appendices of this Contract ;
- Unless otherwise specified, the number of days indicated are calendar days.

Article 2.BACKGROUND

2.1. Presentation of CFI

Canal France International: a government agency to support media

CFI actively promotes the development of media in sub-Saharan Africa, the Mediterranean and the Levant. We are committed to working together with media organizations to promote dialogue between local authorities and citizens so that people can be as informed as possible. Combating disinformation, protecting the environment, and promoting human rights and gender equality underpin everything we do. CFI is an operator of the French Ministry of Europe and Foreign Affairs and a subsidiary of France Médias Monde Group.

2.2. Presentation of the Program

The Qarib program supports social cohesion and positive democratic developments by improving the representation of marginalised voices in national and regional discourses through support to media in Jordan, Lebanon, Iraq and Palestine. The Program promotes the improvement of journalistic and editorial capacity, increasing the reach of media outlets and their ability to engage with their audiences. Supporting media viability is also one of the cornerstones of the Program. In addition, the Qarib program strengthens media and information literacy and media education, and actively supports organisations that tackle dis- and misinformation and fake news, especially on social media.

The Program's specific objectives are:

1. To stimulate local and investigative journalism that leads media outlets to work on issues of daily concern to everyone (such as health, education, water, transport, energy, climate change, justice, economy, culture, etc.);
2. To bolster the independence of the media and its role in fighting disinformation;
3. To make media outlets forums for interaction and sounding boards for local initiatives by municipalities, associations and informal groups of young people, particularly young women, with the aim of reducing tensions between individuals, communities, and public authorities.

The expected outcomes are:

1. Outcome 1: for a community of practices to emerge among journalists at regional level, together with a regional audience for content related to living together;
2. Outcome 2: for the production and dissemination of interactive content on social issues and the common good, revealing the challenges associated with cohesion, diversity, citizenship and inclusion to be available in various media formats, including digital formats;
3. Outcome 3: for the news production and verification processes and media use to be managed better by news producers and better known by the public, particularly young people;
4. Outcome 4: for various experiments in terms of economic models and the development of income sources to be carried out to engage some media outlets in a process of sustainability through innovation;
5. Outcome 5: for the space dedicated to social issues in the media and the notion of living together to be measured, analyzed, debated and encouraged, leading to their inclusion in public debate and greater fluidity in relations between the media and the authorities.

In addition, Qarib program has the following declared objectives:

- Gender equality as a main objective
- Participatory development/Good governance and environmental protection as secondary objectives

Qarib is a regional program funded by the French development agency (AFD) and implemented by the French media development agency (CFI).

Program Summary:

Program title	Qarib
Countries of implementation	Lebanon, Jordan, Iraq and Palestine
Total Contract Duration of the Program	81 months in total (initial duration of 60 months and extension of 21 months) from January 2020 until September 2026
Program Amount	AFD funding: 10 million euros allocated to CFI
Program Objectives	<p>Overall objective: To encourage social cohesion at regional, national and local level through the increased representation of marginalized groups and topics as well as minorities, and particularly women through better media coverage.</p> <p>Specific Objectives:</p> <p>Sub-objective 1: To encourage the sharing and dissemination of good journalistic practices at regional level (exchanges of professional practices, exchanges of content)</p> <p>Sub-objective 2: To bring media outlets and their audience closer together by increasing the representation of marginalized topics and citizens/groups in media discourse. Support audience-led content on issues of concern (health, climate, daily life, economic hardship, etc.)</p> <p>Sub-objective 3: To increase trust in the media and the news, promote source verification among media outlets and audience, and increase the capacity of regional (four-country) fact-checking initiatives</p> <p>Sub-objective 4: To promote the sustainability of public interest independent media outlets</p> <p>Sub-objective 5: To fuel public debate on the relevance of public interest media and local news and obtain a better understanding of public expectations</p>
Organizations / direct beneficiaries	Media outlets, fact checking organizations, research organizations/universities/think tanks
Indirect beneficiaries and final beneficiaries	Citizens, especially marginalized groups and minorities

<p>Expected results</p>	<p>Expected result 1:</p> <p>An established regional network of professional journalists (OR community of practice) dedicated to create content foster social cohesion content-exchange/ knowledge-sharing OR Increased cooperation and exchange between journalists at the regional level on best practices</p> <p>Expected result 2:</p> <p>The production and dissemination of interactive content on societal issues available in various media formats, especially digital formats.</p> <p>Expected result 3:</p> <p>Increased capacity for the production of journalistic content and improved verification processes better known by fact checking organizations and the public, particularly by social media users.</p> <p>Expected result 4:</p> <p>Support media outlets to strengthen their operational and editorial capacity towards increased economic viability.</p> <p>Expected result 5:</p> <p>Develop a space for highlighting and discussing media related issues, leading to their inclusion in public debate and greater fluidity in relations between the media and the authorities, and advocate towards duty bearers for an improved legal and regulatory framework for media viability.</p>
<p>Key Actions</p>	<p>ER 1:</p> <ul style="list-style-type: none"> • Development of a network of media outlets from all project countries • Organization of national and regional meetings to exchange around common issues and concern • Stimulate collaboration among media outlets <p>ER 2:</p> <ul style="list-style-type: none"> • Support the production of journalistic content representing marginalized groups and topics, especially women, as well as minorities • Support increasing the audiences of the producing media outlets • Monitoring the benefitting media's coverage of the subjects promoted by Qarib <p>ER 3:</p> <ul style="list-style-type: none"> • Train, consult and advise media outlets and journalists to cover specialist topics in line with public concerns, to diversify formats. • Formation of a regional network of initiatives to combat fake news;

	<p>organisation of an international event relating to the combating of fake news; support for the development and use of shared fact-checking tools; production, pooling and dissemination of verified media content; support for the designing of tools, methods and content seeking to educate audiences about fake news</p> <p>ER4:</p> <ul style="list-style-type: none"> • Train, consult and advise media outlets to strengthen their operational and business-related capacities, with a focus on outreach and digital capacities • Support the incubation of nascent and young media initiatives <p>ER 5:</p> <ul style="list-style-type: none"> • Organisation of online, hybrid and offline debates involving media representatives to discuss issues of media and public interest. • Organise a journalism award to highlight high quality journalism that is in line with the project's objectives <p>Support advocacy for improved governing regulatory and legal framework for media viability on the national and regional level.</p>
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CFI and the AFD plan to carry out an interim and final evaluations of the Program.

Article 3. PURPOSE OF THE CONTRACT

3.1. Title of the Contract

This Contract is a service contract¹ relating to conducting an interim and a final evaluation of the Qarib program. This Contract is subject to the provisions of the French Public Procurement Code.

3.2. Services entrusted to the Service Provider

3.2.1. Description of the Services

The main purpose of this Contract is to entrust a Service Provider with the interim and final evaluation of the Qarib program according to the OECD DAC criteria (relevance and coherence, effectiveness, efficiency, and impact and sustainability).

The Services entrusted to the Service Provider are as follows:

1. Carry out an interim evaluation of the Qarib program until the last quarter of 2024;
2. Carry out a final evaluation of the Qarib program over the entire period of the Program.

The evaluations will seek to:

- Assess the Program through the DAC criteria of relevance, coherence, effectiveness, efficiency, impact and sustainability;
- Formulate a credible and independent judgement on the key questions raised regarding the planning and implementation of the Program as outlined in the logframe;

¹ Pursuant to Article L. 1111-4 of the French Public Procurement Code

- Measure the level of achievement of the initially set objectives;
- Assess the results on direct, indirect beneficiaries and a representative sample of final beneficiaries.

Whereas one of the objectives of the interim evaluation is also to provide recommendations on specific issues identified to improve the next phase of the Program, the final evaluation will concentrate on lessons learnt, sustainability and formulate strategic, methodological, and operational recommendations for other programs and the possible follow-up program.

Interim evaluation:

Unlike the continuous monitoring and evaluation system, which it must be based on, the interim evaluation is a summary evaluation of the progress made, with a view to a possible reorientation of the Program or its monitoring and evaluation framework.

The interim evaluation should:

- evaluate the relevance and appropriateness of the program's design and strategies in the context of the regional media landscape and social cohesion goals;
- assess the progress made toward achieving the specific program objectives and the relevance and effectiveness of the activities deployed to date, the tools specifically developed to ensure the monitoring and evaluation and the integration of the gender approach;
- identify any implementation challenges, bottlenecks, or gaps that have hindered program effectiveness;
- analyze the extent to which the program has effectively promoted the inclusion of marginalized populations, especially women, in media coverage and public discourse;
- examine the measures taken to stimulate local and investigative journalism and their impact on issues of daily concern to the target communities;
- review the actions taken to bolster media independence and counter disinformation, including the effectiveness of capacity-building efforts;
- assess the program's role in facilitating interaction between media outlets and local initiatives, particularly those led by young women, and its contribution to reducing tensions among various stakeholders;
- establish a clear and exhaustive inventory of the progress of the Program to date, by country, by analyzing all the documents and data collected, in particular within the framework of the monitoring and evaluation system;
- evaluate the way in which the objectives are progressively achieved, explaining any deviations, and to re-estimate the final results of the Program;
- examine the coherence and relevance between the needs of the beneficiaries, the expected results, and the activities deployed to date as well as the planned activities over the remaining period, taking into account the local contexts;
- identify new challenges that the Program may face by country;
- draw lessons and propose, if necessary, strategic reorientations and/or operational corrective measures, in order to optimize the deployment of the Program over the remaining period to achieve the objectives sought, taking into account local contexts in the 4 countries covered by the Program.

Final evaluation:

The final evaluation will cover the entire period of implementation, and more specifically from the first quarter of 2025 until the end of the Program. It will take into account the recommendations of the interim evaluation, which will have been integrated by CFI into the rest of the Program, as well as the results of the monitoring and evaluation system at the end of the Program.

In addition to the objectives outlined for the mid-term evaluation, the final evaluation should:

- provide a critical and objective analysis of the implementation of the Program over the entire period of implementation;
- provide a comprehensive assessment of the program's overall impact on social cohesion and gender equality at regional, national, and local levels;
- evaluate the extent to which the program's interventions align with DAC criteria of effectiveness and coherence, efficiency, relevance, sustainability and impact;
- measure the level of achievement of the objectives initially set and possibly those adjusted following the interim evaluation;
- evaluate the results obtained in the short and medium term on a representative sample of the media direct beneficiaries, and as far as possible, of the final beneficiaries of the Program;
- analyze the sustainability of the program's outcomes and their potential for continuation beyond the program's timeline;
- draw lessons and propose strategic and operational recommendations to the CFI and AFD (in particular in terms of objectives, operating methods and fields of intervention);
- synthesize lessons learned and best practices from the program's implementation for future similar initiatives.

The organization of the interim and final evaluations

An evaluation **steering committee** will be set up, composed of a representative of AFD and several representatives for CFI including the Program Director and the Project Manager as well as the Quality Evaluation Officer of CFI.

It will meet with the Service Provider, in person or remotely (to be defined by CFI depending on the nature of the meeting) to examine the various deliverables, share its comments and observations, and validate the deliverables.

The Quality Evaluation Officer at CFI and the Project Manager will be the main contact for the Service Provider. They will organize the meetings of the steering committee.

Each of the two evaluations will take place in four phases:

Phase 1 – Inception phase: this phase, which will begin with a kick-off meeting organized by CFI either in person or remotely (to be defined by CFI), will be the first meeting between the Service Provider and the steering committee to provide details on:

- the expectations of CFI and AFD;
- the material that will be given to the Service Provider (documentation, list of contacts);
- the general organization and phases of the evaluation;
- the provisional timetable for implementation;
- the presentation of the expected deliverables.

In order to draft the inception note, the Service Provider will:

- Gather and consult all information and documentation relevant to the Program being evaluated (appraisal, implementation, supervision) and necessary in order to provide an understanding of its context. The documents to be consulted will be available from CFI's Qarib Team;
- Identify all stakeholders;
- Conduct interviews with those involved or who have been involved in the design, management and supervision of the Program;
- Prepare an accurate description of the Program in a memorandum which should, in particular, retrace the history of the project in order to reconstruct its progress at its various stages, from the appraisal phase to the date of evaluation;
- Reconstruct the logic behind the project intervention by analyzing the logical framework of the project;
- Examine the framework of the evaluation in details on the basis of the Terms of Reference, the documents collected and the reconstructed logic for the intervention. The aim will be:
 - (i) to identify the main issues which will be used to focus the evaluation research on a limited number of key points in order to allow more targeted information to be collected during the field phase, a sharper analysis and a more useful report;
 - (ii) to establish the stages in the reasoning process that will make it possible to come up with answers to the questions (assessment criteria);
 - (iii) to specify the indicators to be used in order to answer the questions and the corresponding information sources.

On the basis of this methodological research, the Service Provider shall provide a document summarizing the framework of the evaluation after the beginning of the research, and which shall contain a specific structure and clear methodology for the evaluations to be carried out.

- ⇒ **Deliverable: Inception note:** no later than fifteen (15) calendar days after the kick-off meeting, the Service Provider will submit a scoping note (8 to 10 pages, double-sided, excluding annexes) in which they:
- will summarize the framework, the structure and the objectives of the evaluation;
 - specify the evaluation matrix and the type of interviews and surveys to be carried out.

The inception note will be presented by the Service Provider during a meeting with the steering committee, which will make its observations before validation of the note. In the event of a request for changes from the steering committee, the Service Provider will have four (4) calendar days to send the amended version of the inception note.

Phase 2 – Documentary study, remote or face-to-face interviews with CFI, AFD and the main stakeholders of the Program and design of survey tools: the Service Provider will study the documents submitted by CFI and AFD during phase 1, as well as those that may be submitted during the interviews in phase 2. They will be able to analyze the narrative and financial reports, the tools and data extracted from the monitoring and evaluation system, and other documents and information received. They will continue the interviews with the various stakeholders based on the list shared by CFI.

The survey tools, in particular the different types of questionnaires, individual or group interviews or focus groups, will be proposed by the Service Provider and must be validated by the steering committee, no later than ten (10) days before the start of phase 3.

Note: Interviews and surveys of beneficiary media should be conducted in the preferred language of the beneficiary (languages: English, French or Arabic).

A debriefing meeting between the Service Provider and the steering committee will be organized by CFI in order to validate phase 2 and decide on the start date of phase 3.

Phase 3 – Surveys (in particular via field missions during the final evaluation) in the 4 countries covered by the Program: during this phase, the Service Provider will collect information, using survey tools validated by the steering committee, from the partners and beneficiaries of the Program.

During the final evaluation, the Service Provider will also be encouraged to conduct a survey among a sample of the final beneficiaries of the Program, i.e. the audience and users of the beneficiary media in the 4 countries, for example in the form of an online questionnaire or another methodology that it will choose in agreement with CFI, in order to measure the impact of the Program.

Prior to the drafting of the evaluation report (phase 4), a phase 3 debriefing meeting will be organized between the Service Provider and the steering committee, at the initiative of CFI.

Phase 4 – Drafting of the evaluation reports: this phase will be broken down into two stages, the drafting of the draft evaluation reports and their finalization.

⇒ **Deliverable: Draft evaluation report:** the draft report will be a maximum of 40 pages (both sides, excluding annexes). **It will include a 5 to 6-page executive summary containing** the main points of the evaluation, assessments, good practices and recommendations of the Service Provider, including the observations made during the feedback meetings and a table of strengths and weaknesses (SWOT matrix type).

The Draft report must be submitted at least fifteen (15) days prior to the final date of submission of the final report.

The report will be presented to the steering committee, which will share its observations, which the Service Provider must take into account when drafting the final report for it to be validated.

General conclusions and recommendations in the draft report:

Once the Service Provider has made his observations, then formulated his conclusions on the Program based on the assessment questions, he shall provide general conclusions in order to make an overall assessment of the intervention being evaluated.

The Service Provider shall make a distinction between the specific conclusions, the validity of which is restricted to the Program being evaluated, and the conclusions of more general relevance. These conclusions must be ranked by order of importance. This exercise aims to bring out recommendations that may be intended for CFI, AFD and for all the stakeholders.

The Service Provider will identify lessons and/or strategic and/or operational recommendations. The latter must be linked to the conclusions and grouped together and organized by order of priority.

These lessons and/or possible recommendations may concern the intervention itself, the next cycles of the intervention, similar interventions in other contexts, the general practices of AFD's project cycle (appraisal, implementation, supervision, etc.) or the operating methods of CFI. They may be addressed to AFD, to CFI or to other stakeholders (partners, consultants, beneficiaries, etc.).

Particular attention should be paid to the recommendations. These must be operational and, consequently: in a limited number, precise, with a time frame (short, medium, or long term).

The Service Provider shall also formulate specific conclusions and recommendations on the integration of gender into operations.

⇒ **Deliverable: Final evaluation report:** the final report will take into account any observations of the

steering committee.

The final reports will be sent to CFI at the latest:

- 1/ No later than one hundred and fifty (150) calendar days after the date of the kick-off meeting, for the interim evaluation.
- 2/ No later than ninety (90) calendar days after CFI notifies the Service Provider of the launching of the final evaluation.

The final reports of each evaluation will be validated by CFI, who will inform the Service Provider electronically of its validation.

In order to be validated by CFI, the final report must imperatively include the disclaimer of CFI and AFD. In the absence of this clause, the final report cannot be validated. The clause to be inserted by the Service Provider is as follows:

"This document was prepared with the help of CFI and AFD. The content of this document is the sole and entire responsibility of <name of the author/contractor> and can in no way be considered to reflect the views of CFI and AFD. The analysis, opinions and views expressed are those of the author and do not necessarily reflect those of CFI or AFD. Thus, only the responsibility of the Service Provider can be engaged".

All deliverables must be sent to CFI in electronic format (word, excel and/or pdf formats).

Provisional schedule of the interim and final evaluations

For the interim evaluation and final evaluation, the provisional timetable is as follows for the duration of the 4 phases with an approximate duration of six (6) months. This schedule is subject to change at the initiative of CFI or the Service Provider after prior and express agreement from CFI.

The date of commencement of the execution of the final evaluation will be determined by CFI. This date will be communicated to the Service Provider by CFI by electronic means no later than three (3) months before the date on which the final evaluation begins to be carried out.

In the event of an extension of the Program, CFI will inform the Service Provider electronically within a period of time it deems reasonable.

Provisional schedule:

Phase 1: Inception phase

- **No later than fifteen (15) calendar days after the notification of the Contract for the interim evaluation and no later than ninety (90) calendar days after the notification for the final evaluation:** kick-off meeting between the Steering Committee and the Service Provider, and submission of documentation.
- **No later than fifteen (15) calendar days after the kick-off meeting:** delivery of the inception note by the Service Provider.
- **No later than fifteen (15) calendar days after receipt of the inception note:** validation of the framework note by the steering committee, if necessary, during a meeting to discuss the framework note with the Service Provider.

Phase 2: Desk review, interviews & design of survey tools

- **No later than fifteen (15) days after the validation of the inception note:** sending the survey questionnaire matrices to CFI.
- **No later than thirty (30) days after the date of validation of the inception note:** Phase 2 debriefing meeting with the steering committee.

Phase 3: Survey in the 4 countries of the Program

- **No later than fifty (50) days after the date of the Phase 2 debriefing meeting:** Phase 3 debriefing meeting with the Steering Committee.

Phase 4: Report Writing

- **No later than thirty (30) days after the date of the Phase 3 meeting:** Submission of the Draft Report.
- **No later than seven (7) days after the date of submission of the draft report:** meeting to present the draft report to the steering committee (in the form of a Power Point presentation).
- **No later than ten (10) days after the date of transmission of CFI and AFD comments and remarks on the draft report:** submission of the final report and the executive summary as well as the evaluation summary using AFD provided template (appendix 5).
- **No later than fifteen (15) days after the date of submission of the final report:** presentation of the final report to CFI and AFD.

CFI will provide the Service Provider, electronically, with any documents it deems relevant to understand CFI's activities as well as contact information of the persons that might be reached.

The Service Provider agrees to use the contact information and documents provided only in the scope of the execution of this Contract.

Field missions that will be planned in the 4 countries of intervention will be subject to the assessment of the political, security and health contexts prior to the missions.

The Service Provider on assignment on behalf of cfi in countries classified as "orange zone" and "red zone" by the French Ministry for Europe and Foreign Affairs on its website, will have to comply to the article 19. security of this agreement.

3.2.2. Methodology of the Services

The evaluations will utilize a mixed-methods approach, combining quantitative and qualitative techniques which shall be specified in the offer, including:

- Desk review of Program documents, reports, and relevant literature;
- Surveys or questionnaires administered to Program beneficiaries, media professionals, and other stakeholders;
- Key informant interviews with Program team, media outlets, government representatives, civil society organizations, and marginalized populations;
- Focus group discussions to gather nuanced insights on Program impact, challenges, and inclusivity., including gender-responsive focus groups to explore the project impact from a gender perspective;
- Comparative analysis of program outcomes against baseline data and performance indicators.

The applicants will specify and explain the methods they are planning to use (types of surveys, data collection and analysis method, tools deployed, etc.), especially for the evaluation of the impact of the Program.

To carry out the 2 evaluations, the Service Provider will rely on the documents that will be provided in (Appendix 4). This content is in English, French and Arabic.

Based on this documentary study, the Service Provider will apply the methodology that it has presented to CFI in its offer. The Service Provider should be able to conduct remote or face-to-face interviews with the various stakeholders of the Project (Appendix 3).

During the final evaluation, the Service Provider will measure the impact of the Program by surveying a sample of the Program's final beneficiaries, i.e. the audience and users of the beneficiary media in the 4 countries.

Finally, for benchmarking purposes, the Service Provider will also cover other projects and initiatives with similar purposes.

Required profile(s) and qualification and skills of the team in charge of providing the Services

The Service Provider undertakes to provide an appropriate team assigned to the execution of the Services.

The Service Provider undertakes to inform CFI, without delay, of any change in the team assigned to the execution of the Services, as soon as it becomes aware of such change.

In the event of the defection of the personnel designated in the Service Provider's offer, the latter shall have a period of fifteen (15) days from the date of such defection to propose to CFI a replacement, in accordance with the profiles and conditions defined in this Contract. In the absence of a proposal for a replacement within the allotted time, or if CFI does not approve the proposed replacement due to insufficient skills or experience, the Contract may be terminated by CFI for fault of the Service Provider.

The replacement of the Service Provider's representative may not under any circumstances lead to a modification of the conditions of execution of the Contract, in particular the prices or the deadlines for the execution of the Services.

Profile(s) and qualification and skills of the team in charge of providing the Services:

- Important team relevant experience in similar evaluations, especially team leader experience;
- Knowledge of development cooperation;
- Knowledge of the media development sector;
- Knowledge of the region (Near-East, Middle-East);
- Previous experience in the region and/or conflict zones;
- Proficiency in French and/or English and Arabic;

Competencies on gender issues and gender equality.

In addition, a parity composition of the evaluation team and/or important women expertise will be appreciated.

3.2.3.Deliverables and due dates

INTERIM EVALUATION	
PERIODIC DELIVERABLES	
Type of deliverables	Due dates
Inception note	No later than thirty (30) days after the Notification of the Contract
Phase 2 Debriefing Power Point (PPT) Presentation	No later than thirty (30) days after the validation by CFI of the inception note
Phase 3 Debriefing PPT Presentation	No later than fifty (50) days after the Phase 2 debriefing meeting
Draft Report	No later than thirty (30) days after the Phase 3 debriefing meeting
Draft Report PPT Presentation	No later than seven (7) days after submission of the draft report
FINAL DELIVERABLES	
Type of deliverables	Due dates
Final report with executive summary and AFD summary (appendix 5)	No later than fifteen (15) days after the meeting to present the draft report

FINAL EVALUATION	
PERIODIC DELIVERABLES	
Type of deliverables	Due dates
Inception note	No later than thirty (30) days after the Notification of the launching of the final evaluation by CFI
Phase 2 Debriefing PPT Presentation	No later than thirty (30) days after the validation by CFI of the inception note
Phase 3 Debriefing PPT Presentation	No later than fifty (50) days after the Phase 2 debriefing meeting
Draft Report	No later than thirty (30) days after the Phase 3 debriefing meeting
Draft Report PPT Presentation	No later than seven (7) days after submission of the draft report
FINAL DELIVERABLES	
Type of deliverables	Due dates
Final report with executive summary and AFD summary (appendix 5)	No later than fifteen (15) days after the meeting to present the draft report

Deliverables must be written in French or English and emailed to the Project Manager and Program Director at the following address: hamza.dridi@cfi.fr and henrik.ahrens@cfi.fr.

The language of communication for this Service, meetings and all deliverables shall be French or English.

Any deliverable not written in French or English will be rejected by CFI, and the Service Provider will have to make the modifications in order to comply with the imposed language within a period of time that will be transmitted by CFI without this being the object of any remuneration or compensation of any nature or amount.

The draft reports will be presented to the Steering Committee in the form of a Power Point presentation, summarizing the main results of the evaluation and highlighting the main lessons, as well as the recommendations proposed by the Service Provider.

The final reports will constitute the final version of the reports: as such, they will take into account and all the comments made by CFI and AFD on the draft reports.

Interim and final evaluation reports should include the following:

- a paginated summary table;
- a list of acronyms used (with their French equivalents where they exist);
- a 5 to 6-page executive summary of the report. This summary should include the following:
 - a summary of the Program to be evaluated;
 - the conclusions relating to each of the questions answered by the evaluation team;
 - the corresponding recommendations for each conclusion;
- a presentation of the Program;
- a paragraph related to the methodology used;
- a SWOT analysis based on the tools used, interviews, surveys, data collected and observations made;
- clearly explained conclusions;
- good practices revealed during the implementation of the Program;
- strategic and operational recommendations.

The appendices to the interim and final evaluation reports will include, in order:

- the technical and administrative specifications for the evaluation;
- the presentation of the evaluation team;
- the schedule of interviews, the names and functions of the persons interviewed will be indicated;
- the broad outlines of the methodology implemented;
- the list of the members of the steering committee and the dates of the meetings;
- information collection tools (interview guides, questionnaires...);
- a bibliography and sitography.

In accordance with the above-mentioned disclaimer, the reports will only be binding for the Service Provider and not in any way for CFI or the AFD, which will be the sole decision-makers of its publication and dissemination.

Article 4. TERM

The term of the Contract is eighteen (18) months from the date of notification.

This Contract is not subject to renewal.

Article 5. PLACE OF EXECUTION OF SERVICES

Services must be performed at the usual work location of the Service provider and in the 4 countries of implementation: Jordan, Lebanon, Iraq and Palestine.

Working meetings and discussions may take place at CFI's registered office (Issy-les-Moulineaux) or by video conference.

Article 6. CONTRACTUAL DOCUMENTS

Contractual documents governing this Contract are, in descending order of prevalence:

1. The Pledge of Commitment Form (PCF) and its financial appendix;
2. The Terms of Reference (ToR) and its appendices:
 - Appendix 1: the Anti-Corruption and Influence Peddling Declaration
 - Appendix 2: the list of assessment questions;
 - Appendix 3: the non-exhaustive list of stakeholders;
 - Appendix 4: the non-exhaustive list of program documents.
 - Appendix 5: Appendix 4: AFD evaluation summary template
3. The Service Provider's complete Bid;
4. The Statement of Integrity, Eligibility and Environmental and Social Responsibility.

Only copies of the documents forming this Contract and held by CFI will be deemed authentic.

Only documents constituting the Contract which are drafted in [French/English] will be deemed authentic and enforceable against CFI and the Service Provider.

By submitting a quotation, the Service Provider accepts all the provisions of the Contract and the Contractual documents stated in this article and undertakes to comply with them unconditionally, in addition to any provisions of its quotation which have contractual value. Any clause added by the Service Provider in its quotation, in contradiction with the stipulations of the present documents, shall be deemed unwritten and may not be enforced.

In the event of a contradiction or difference between the documents constituting the Contract, documents will take prevalence in the order in which they are listed. In the event of a contradiction within the same document, the intention of the Parties will be examined.

The Service Provider must comply with all regulations, decrees and orders in force at the time of submission of its quotation.

Article 7. CONTENT OF PRICES

7.1. Amount and form of prices

In consideration of the execution of the Services, CFI will pay the Services an overall price fixed in the Pledge of Commitment Form (PCF).

Prices are stated in the Contract without value added tax (VAT). Prices are deemed to be firm and complete.

7.2. Content of prices

Prices include all taxes, parafiscal charges or other charges affecting the Services and all other costs related to the performance thereof, in particular:

- The transfer of intellectual property rights;
- Insurance costs;
- Secretarial costs, including reprographics and postage.

7.3. Currency

The currency of the Contract is the Euro.

7.4. Prices in case of subcontracting

In the event of subcontracting, the Contract's prices are deemed to cover the costs of coordination and control, by the Service Provider, of its subcontractors and the consequences of any of their eventual breaches.

Article 8. PAYMENT AND INVOICING METHODS

8.1. Advance payment

If accepted by the Service Provider in the Pledge of Commitment Form (PCF) an advance payment will be made by CFI as described below.

8.2. Payment methods

CFI will make payments as follows:

For the interim evaluation:

- 40% of the amount of the interim evaluation will be paid at the signing of the Contract in the form of an advance;
- 30% of the amount of the interim evaluation will be paid after validation of the draft report by CFI and upon receipt of an invoice;
- 30% of the amount of the interim evaluation will be paid after validation of the final report by CFI and upon receipt of an invoice.

For the final evaluation:

- 40% of the amount of the final evaluation will be paid after the inception meeting and the validation of the inception note and upon receipt of an invoice;
- 30% of the amount of the final evaluation will be paid after validation of the draft report by CFI and upon receipt of an invoice;
- 30% of the amount of the final evaluation will be paid after validation of the final report by CFI and upon receipt of an invoice.

Payments are made by bank transfer.

8.3. Presentation of invoices

Payments will be made upon presentation of the original invoice, to the account established in the name of the Service Provider.

Invoices will be drawn up by the Service Provider and emailed to CFI at the following address: hamza.dridi@cfi.fr and ziyad.al-nwiran@externe.cfi.fr.

In addition to the statutory wording, invoices **must** contain the following information:

- The name and full address of the Service Provider;
- The number of the Contract;
- The Service Provider's bank identification details;
- The order number;
- The invoice date and number;
- The period during which the Services were performed;
- The amount for the Services excluding and including tax.

If one or more of this statutory information is missing, the invoice will be returned to the Service Provider and the payment deadline suspended by CFI after notification to the Service Provider by email or by registered letter with acknowledgement of receipt, until the invoice information has been rectified by the Service Provider.

8.4. Payment deadline

Payment will be made within thirty (30) days following the receipt of the invoice sent to CFI in accordance with the terms and conditions set out in Article 8.3. Presentation of invoices.

As from the day after the due date for payment, late payment will automatically and without any other formality incur default interest at the regulatory rate in force.

In addition, late payment gives rise, automatically and without any other formality, to the payment of a statutory fixed charge for debt collection costs, in the amount of forty euros (€40).

GENERAL TERMS AND CONDITIONS

Article 9. CFI'S ETHICAL PRINCIPLES

The Service Provider unconditionally agrees to comply with CFI's ethical principles below:

- Respect for human dignity and non-discrimination, in all its forms;
- The respect of equality between men and women and the absence of any behaviour or violence of a sexist nature;
- Respect of the Anti-Corruption Code of Conduct (freely available at the following link https://cfi.fr/sites/default/files/2023-01/anti-corruption_code_conduct.pdf)
- The prohibition to cooperate in any way with persons or entities encouraging hatred and violence based on race, gender, religion, philosophy, sexual orientation or affiliation with a minority group;
- Respect for freedom of expression and freedom of the press as fundamental freedoms that contribute to the democratic equilibrium of a society;
- Respect for the freedom to inform, which also means the right to comment and criticise, in accordance with commonly accepted ethical and moral rules.

In the event of non-compliance with these principles, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

Article 10. REPRESENTATION OF THE PARTIES

10.1. Representation of CFI

CFI appoints one or more individuals, authorized to represent it before the Service Provider, for the purposes of the execution of the Contract. Other individuals may be authorized by CFI during the execution of the Contract.

10.2. Representation of the Service Provider

Upon notification of the Contract, the Service Provider appoints one or more individuals, authorized to represent it before CFI, for the purposes of the execution of the Contract, in accordance with the profile(s) described in the complete bid submitted. Other individuals may be authorized to represent the Service Provider during the execution of the Contract, following the express and prior consent of CFI.

Upon notification of their name to CFI such representative(s) shall be deemed to have sufficient powers to make the necessary decisions binding on the Service Provider.

The representation of the Service Provider and the execution of the Services by the profiles described in the Service Provider's complete bid, throughout the execution of the Contract, a substantial element of the Contract.

Article 11. SUBCONTRACTING

In the event of subcontracting, the Service Provider shall comply with the requirements of Law No. 75-1334 of 31 December 1975 as amended, and Articles L. 2193-1 et seq. and R. 2193-1 to R. 2193-22 of the French Public Procurement Code.

The Service Provider may only subcontract the execution of the Services provided that it has obtained prior CFI's acceptance of each subcontractor and approval of its payment terms. The essential tasks and those expressly prohibited to subcontracting cannot be subcontracted by the Service Provider. In the event of non-compliance with this prohibition, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

The Service Provider shall remain solely and personally liable for the execution of all obligations arising from this Contract. As such, failures by subcontractors arising from non-compliance with their commitments or cessation of activity are treated as failures by the Service Provider.

Article 12. SAFEGUARDING, RECEIVERSHIP OR COURT-SUPERVISED LIQUIDATION

The Service Provider must notify CFI by registered mail with acknowledgement of receipt of any judgement instituting the safeguard, recovery or liquidation by court order, as soon as the information is brought to its attention. The same applies to any judgment or decision likely to have an effect on the execution of the Contract.

In the event of legal redress, CFI shall send the Service Provider a formal notice asking whether it is able to continue the execution of the Contract in accordance with the contractual provisions. This formal notice is sent to the Service Provider, in the case of a simplified procedure without an administrator, if, in application of Article L.627-2 of the Commercial Code, the bankruptcy judge has expressly authorized the latter to exercise the option available under Article L.622-13 of the Commercial Code. In the event of a negative response or in the absence of a response within one (1) month of the formal notice being sent, the Contract shall be terminated. This one (1) month period may be extended or shortened if, prior to the expiration of said period, the bankruptcy judge has granted the Service Provider an extension or has set a shorter period. Termination shall take effect on the date of the Service Provider's decision to discontinue performance of the Contract, or on the expiration of the one (1) month period referred to above. Termination shall not entitle the Service Provider to any compensation. In the event of judicial liquidation, the Contract shall be terminated unless the judgment expressly authorizes the continuation of the company's activity. In this case, CFI may accept the continuation of the Contract during the period referred to in the court decision or terminate the Contract without compensation for the Service Provider.

Article 13. REPRESENTATIONS AND WARRANTIES

13.1. Representations and warranties

The Service Provider declares and warrants to CFI, on the date of entry into force and during the entire period of execution of the Contract, that:

1. Existence: it is a legally constituted and duly registered company and no cause for dissolution has occurred concerning it;
2. Capacity and authorisations: it has the capacity and corporate authorisations required to enter into the Contract and to perform all of its obligations arising therefrom;
3. Non-violation: neither the signature of the Contract nor the execution of its obligations arising therefrom are contrary to any provision in its articles of association, any legislative or regulatory provision applicable to it, any provision of an Contract or an undertaking to which it is a party or any binding court or arbitration decision to which it is subject;

4. Mandatory nature: subject to the provisions of Book VI of the French Commercial Code, its commitments under the Contract are valid, enforceable against it and may be subject to enforcement measures against it in accordance with the terms of the Contract.

In the event of a breach of the aforementioned representations and warranties, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

13.2. Change in the Service Provider's legal or financial situation

The Service Provider shall promptly notify CFI's representative of any changes occurring during the execution of this Contract which relate to:

- Persons with the authority to sign on its behalf;
- The legal form in which it conducts its business;
- Its name or company name;
- Its address or registered office address;
- The information it has provided for the acceptance of a subcontractor and the approval of its payment terms;
- And, in general, any major changes in the operation of the company that may affect the execution of the Contract.

Article 14. INTELLECTUAL PROPERTY

14.1. Ownership and exploitation of the Results

The Service Provider gives to CFI, which accepts, the exclusive ownership of the Results made under this Contract. The Service Provider hereby grants to CFI all necessary rights to use or have used the Results, as they are or as they have been modified, permanently or temporarily, in whole or in part, by any means and in any form, for the needs and purposes of use expressed in the specific documents of the Contract and in any event for the needs of use arising from the purpose of the Services ordered under the Contract.

"Results" means any element, whatever its form, nature and support, produced in the framework of the Contract, whether delivered or not, and which may be the subject of an acceptance by CFI. The Results include all elements performed by the Service Provider from the pre-contractual phase in order to submit an offer and which are directly related to the purpose of this Contract.

CFI reserves the rights to use and exploit the Results provided under this Contract. Nevertheless, CFI undertakes not to use the deliverables produced under this Contract for commercial purposes.

This transfer only covers the patrimonial author rights, under the conditions stipulated in this Article. Moral author rights are excluded herefrom. Such moral rights include disclosure, authorship and respect for the integrity of output seen as a work within the meaning of the French Intellectual Property Law.

This assignment covers the Results, as from their delivery and under the resolutive condition of the reception of the Services, for the whole world and for the legal duration of the copyrights or the rights related to the copyright.

These rights include, with respect to moral rights, all the patrimonial rights of reproduction, representation and distribution, and in particular the rights to use, incorporate, integrate, adapt, modify, arrange, correct and translate the Results in all languages, in whole or in part, as they are or as they have been modified for the purposes and needs of use mentioned in this article, as applicable to the Contract. In order to allow CFI to exercise the rights granted to it under the Contract, the

Service Provider shall spontaneously deliver, as and when the Services are performed, all the elements necessary for this exercise, as well as their updates or evolutions during the performance of the Contract.

The price of this transfer is included in the prices in this Contract.

The Service Provider expressly accepts this kind of remuneration for the transfer of property rights².

14.2. Licence for Pre-existing Rights

CFI does not acquire ownership of Pre-existing Rights. Where the Service Provider incorporates prior knowledge into the Results or provides prior knowledge as part of the performance of the Contract or where prior knowledge, without being incorporated into the Results, is strictly necessary for the implementation of the Results, the Service Provider authorizes CFI to use the prior knowledge for the same rights, duration, territory and purposes of use as provided in the regime applicable to the Results.

In the event that an exclusive assignment of results to CFI is provided for in the Contract, the exclusivity shall not apply to prior knowledge, unless expressly stipulated in the contractual documents.

The authorization to use the prior knowledge is included in the price of the Contract.

During the performance of the Contract, the Service Provider may not use or incorporate, without the prior consent of CFI, any prior knowledge necessary to achieve the purpose of the Contract which would be of such a nature as to limit or make it more expensive to exercise the rights associated with the Results.

The Service Provider may use CFI's prior knowledge only in the framework of the execution of the Contract and undertakes not to disclose the confidential information contained in such prior knowledge.

The Service Provider grants CFI a royalty-free, non-exclusive and irrevocable licence for pre-existing rights, authorising CFI to exploit such rights under the terms set forth in this Article. Upon delivery of the Results, the Service Provider may, if necessary, provide CFI with a list of pre-existing rights and rights held by Third parties, including those of its personnel, authors or other rights holders. The rights to use the prior knowledge shall apply under the terms of their license, as accepted by CFI.

The price of this license is included in the Contract amount for the uses provided for under the Contract and for the entire duration of the Contract.

14.3. Guarantee on assigned rights

The Service Provider warrants that it is the owner of all rights to the Results covered by the Contract and that it is free to assign all intellectual property rights to the Results. The Service Provider certifies that no commitment to Third Parties or rights of a Third Party prohibits this assignment. The Service Provider guarantees CFI the full and free possession of all the assigned rights of the Results against any disputes, claims and legal dispossession whatsoever, including with regard to pre-existing rights, for all the uses envisaged by CFI, subject only to deception or concealment by Third parties without the Service Provider's knowledge.

Upon CFI's first duly explained and served request, the Service Provider must be able to demonstrate by means of tangible and effective evidence property or exploitation rights over all listed pre-existing rights and Third party rights, except with regard to rights held by CFI.

² Pursuant to the provisions of Article L.131-4 of the French Intellectual Property Code.

The Service Provider guarantees CFI against any Third party action based on damage caused by the use of its data or by the intervention of one of its employees.

To this end, in the event that the Service Provider is the object of an action by a Third party, it undertakes to inform CFI by registered letter with acknowledgement of receipt within fifteen (15) days. The Parties shall agree on a common defense strategy.

In the event of legal action, the Service Provider alone shall bear:

- the fees of the lawyer who would have been chosen by mutual agreement ;
- the damages, for direct damages only, to which one or both Parties are finally sentenced.

The Service Provider shall be liable for any damages and interest to which CFI, in the absence of any fault directly attributable to it, may be condemned as a result of an act of infringement, unfair competition or parasitism, due to the use of the Results and prior knowledge that does not comply with the provisions of the Contract.

Upon request, the Service Provider undertakes, at its own expense, to replace the Results, prior knowledge, whether standard or not, which would not allow CFI to use them under the conditions provided for in the Contract.

14.4. Author rights

The data incorporated or generated under this Contract and the Results are confidential and belong exclusively to CFI.

The Service Provider shall have access to the data in the performance of this Contract for the sole purpose of performing the Contract.

Rights attached to photographic files in the deliverables forming the subject matter hereof may only be fully exploited in case of actual payment of the corresponding invoice mentioned above.

The Service Provider undertakes not to make any direct or indirect use of the Results outside the scope of the present Contract, except with the prior and express authorization of CFI. The Service Provider undertakes to ensure that the exploitation of the Results does not infringe on the rights or image of CFI, subject to compliance with the obligations of confidentiality. The publication mentions that the Results were financed by CFI.

14.4.1. Representation rights

Representation rights are assigned for any communication to the public.

Selected photographs may be represented by any known process, in particular by any projection technique, in the form of photographic prints, by means of videograms for exhibition, promotion and consultation purposes, including for any communication in a public place. Representation rights also include any online broadcast, or broadcast by any means of telecommunication, including any open or closed network. Distribution rights will also cover distribution in the internal networks of legal entities governed by private or public law.

14.4.2. Reproduction rights

The reproduction rights assigned include the right to reproduce by any method of affixing to any known media, including paper, film, audio-visual tape, CD, DVD and in general on any optical, digital, magnetic or electronic storage medium, as well as by any means necessary for to exercise reproduction rights.

Reproduction rights include the right to attach any reproduction from telephony devices to any computer memory or servers and on any digital book viewing equipment. These rights also include the right to undertake any graphic editing, for any publication, catalogue, poster, invitation card, press kit

or communication materials. Any adaptation or exploitation in a form not foreseen or not stipulated on the date of entry into force will be the subject of an assignment of copyright. The amount of the fees is to be updated for each new edition.

Rights are assigned within the time and geographical scope of this Contract and cannot exceed these bounds. Assignment is made to have effect both in France and elsewhere for the full duration of the Service Provider's literary and artistic property rights, those of its successors and representatives under both French and foreign laws and current or future international conventions on intellectual property.

14.4.3. Moral rights

The usual photographic credits and the name of the photographer will be indicated for all the uses stipulated herein. Where applicable, graphic processing carried out for the purposes of producing the various editorial products will be submitted to the Service Provider for approval in its capacity as photographer, including changes of colour, cropping, and reproductions, in order to verify that they do not distort its work and do not infringe its moral rights.

Article 15. OBLIGATION OF CONFIDENTIALITY

The Service Provider, and any representative working on behalf of, undertakes not to disclose any confidential information nor documents of which it becomes aware during the execution of the Contract. The Service Provider undertakes to keep strictly confidential any confidential information identified as belonging to CFI of which it may have become aware in the framework of the present Contract and to use it only in the framework of the execution of the present Contract. This obligation applies to its personnel its subcontractors. Confidential information received from a Party may be used by the receiving Party only in the framework of the Contract, for the purpose of carrying out the actions for which it is responsible. Any other use shall be subject to the prior written consent of the disclosing Party.

The receiving Party shall take all necessary measures to preserve the confidentiality of the confidential information. The receiving Party undertakes to exercise the same degree of care with respect to confidential information as it exercises in dealing with and protecting its own information from public disclosure.

This confidentiality obligation set forth in this Article shall remain in effect for the duration of the Contract and for five (5) years following its expiration or termination.

CFI undertakes, for its part, to respect the confidential nature of the methods and processes used by the Service Provider and which the Service Provider has specified as being confidential in connection with the execution of the Contract and to ensure that its personnel assigned to the Contract make the same commitment.

However, confidentiality shall not apply to information and documents that are or become public.

In the event of a breach of the aforementioned obligations, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

Article 16. PERSONAL DATA PROCESSING

Parties undertake to comply with the personal data protection regulations and in particular with the French Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "GDPR").

Data processing is based on these Terms of Reference.

The data are processed for specified purposes, to enable the Parties to manage and provide the services and, in general, to ensure the implementation of these Terms of Reference.

The data shall be retained for the entire period necessary for the purposes for which they are collected and processed. At the end of the retention periods, the Parties shall permanently delete the data still in their possession.

The Parties undertake to implement all appropriate technical and organisational measures to ensure personal data are protected from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access as well as any other form of unlawful processing.

In accordance with the French Data Protection Act and the GDPR, data subjects have a right of access, a right to restrict processing, a right to rectification, a right to data portability, a right to object to processing and a right to delete their data. Data subjects also have the right to establish instructions defining how they intend these rights to be exercised after their death.

For CFI, data subjects may exercise these rights by writing to CFI at 62 rue Camille Desmoulins - 92130 Issy-les-Moulineaux.

Data subjects have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés, the French Data Protection Authority (www.cnil.fr).

Article 17. PROTECTION AND WORKING CONDITIONS

The obligations imposed on the Service Provider, as well as on all of its co-contractors or subcontractors, are those stipulated by the laws and regulations relating to the protection of the workforce and the working conditions of the country where this workforce is employed. It is also subject to the eight fundamental conventions of the International Labour Organisation (Convention Nos. 87, 98, 29 and 105, 100 and 111, 138 and 182).

CFI reserves the right to request proof from the Service Provider at any time of compliance with the principles contained in these conventions; the Service Provider shall provide such proof by any significant means, with probative value and readily verifiable.

Article 18. SAFETY

The present Services require that the utmost vigilance be given to the safety of each person. The Service Provider undertakes to take all necessary and/or useful measures for its own safety and for the safety of each subcontractor with whom it collaborates or will collaborate in the performance of the Services.

In the event of a breach of its safety, whether voluntary or involuntary, regardless of its gravity, the Service Provider shall remain solely responsible and shall fully assume all the consequences thereof.

Article 19. RESPONSABILITE

The Service Provider shall remain fully liable to any Third party for any damage of any kind that may be caused by the Service Provider, its employees, subcontractors or any other person that the Service Provider may call upon to assist it or to perform in its place an obligation or Service resulting from the Contract. Such damage may occur during the execution of the Services or after the execution of the Services as a direct consequence of the fact of the Services.

Article 20. INSURANCE

The Service Provider assumes all of its professional liabilities arising from any personal injury or material or immaterial damage, consecutive or otherwise, due to the execution of the Services, whether they are being performed or completed.

It is insured against the financial consequences of these liabilities by insurance policies, taken out with reputedly solvent insurance companies, intended to cover all of its civil and professional liability, for amounts commensurate with the magnitude of the entrusted Services.

At any time during the execution of the Contract, the Service Provider must be able to produce such certificates, upon CFI's request and within fifteen days of receipt of the request.

In connection with professional assignments carried out by the Service Provider on behalf of CFI outside its usual place of business, and for a period of less than 365 consecutive days, CFI shall take out and maintain at its own expense the "*Missions professionnelles*" (Professional Missions) insurance policy in order to ensure that the Service Provider is covered for the corresponding risks during its professional assignment and in accordance with the guarantees offered by CFI's "*Missions professionnelles*" insurance.

Article 21.FORCE MAJEURE

Force majeure is defined for the purposes of this Contract as any external, unforeseeable and irresistible event, fact or circumstance beyond the control of the Parties and which cannot be prevented by the latter despite all reasonably possible efforts.

Neither Party shall be deemed to have failed or breached its contractual obligations if it is prevented from doing so by a situation of force majeure occurring either after the date of notification of the Contract or after the date on which it comes into force. Each Party shall be exempt from any liability in the event of a total or partial breach, even temporary, of one or more of its obligations under this Contract, which would be caused by a force majeure event.

In the event of the occurrence of a situation which it considers to be a force majeure event, the Party concerned shall immediately notify the other of the situation by any means enabling it to certify the exact date of receipt, specifying the nature of the event(s) referred to, their impact on its ability to fulfil its obligations as provided for in the Contract as well as any supporting document certifying the reality of the force majeure event.

The burden of proof of the existence and effect of these exonerating circumstances lies with the Party invoking them. In the event of the occurrence of an exonerating cause, the Parties each undertake, as far as it is concerned, to make every effort to minimize the consequences thereof or to restore as soon as possible the normal conditions of the performance of the commitments.

If the Party invoking a situation of force majeure succeeds in characterizing it, its obligations concerned shall be suspended for a period of thirty (30) days.

Any suspension of performance of the Contract by application of this article shall be strictly limited to the commitments whose performance was prevented by the circumstances of force majeure and to the period during which the circumstances of force majeure have taken place.

In any event, the Parties shall endeavor in good faith to take all reasonably possible measures to continue the performance of the Services.

After the period of suspension of obligations, if the force majeure situation continues, the Contract shall be automatically terminated without this termination giving rise to the right to obtain any compensation for either Party.

Article 22. SETTLEMENT OF DISPUTES AND LITIGATION

22.1. Amicable settlement

CFI and the Service Provider shall endeavour to amicably resolve any dispute relating to the interpretation of the provisions of the Contract or the execution of the Services covered by this Contract.

22.2. Governing law - Jurisdiction

The Contract is governed by French law.

In the event of a dispute relating to the interpretation of the provisions of the Contract or the execution of the Services covered by the Contract, the court having jurisdiction shall be the judicial court of Nanterre.

The occurrence of any dispute between the Parties does not in any way exempt a Party from complying with its contractual obligations under this Contract. In particular, it does not authorise the Service Provider to interrupt the execution of the Contract, or to suspend this execution, or to change the content of its obligations.

In accordance with Article L. 211-10 of the French Code of Judicial Organisation, in the cases and under the conditions provided for by the French Intellectual Property Code, specially appointed judicial courts have jurisdiction to hear intellectual property lawsuits.

Article 23. TERMINATION OF THE CONTRACT

23.1. General principles

CFI may terminate the execution of the Contract at any time prior to its completion under the terms and conditions set out in the following Articles.

The Service Provider is notified of the decision to terminate the Contract by registered letter with acknowledgement of receipt. Termination shall take effect on the date specified in the termination decision or, failing this, on the date of its notification.

The following articles specify, as the case may be, whether the Service Provider is eligible for compensation as a result of the termination decision.

23.2. Judicial termination

If one of the Parties breaches its contractual obligations in cases other than those referred to in this Article, termination must be requested by the other Party in accordance with the provisions of Articles 1224, 1227 and 1228 of the French Civil Code.

23.3. Termination for imprevision

CFI may, at its own initiative or at the request of the Service Provider, automatically terminate the Contract without conducting any legal formalities, in the following cases:

- a) When the Service Provider is prevented from performing the Contract due to an event as defined in **Erreur ! Source du renvoi introuvable.**
- b) When the Service Provider is prevented from performing the Contract due to a force majeure event as defined in Article 21.FORCE MAJEURE;

- c) Due to a decision by France or the European Union to suspend cooperation, even partially or temporarily, with one or more countries where the Contract is executed, including when this does not imply the suspension of the financing of the Contract;
- d) Due to the issuance by a public authority of measures restricting, prohibiting or modifying the provision of certain Services;
- e) When the performance of the Contract cannot be continued without an amendment contrary to the provisions of the French Public Procurement Code.

The Contract shall be terminated by right, at the latest thirty (30) days after the date of notification of the event to the other Party, without such termination giving rise to any right to compensation for either Party.

When CFI terminates the Contract for unforeseen circumstances, the Service Provider may claim payment of the sums corresponding to the costs and investments undertaken in the execution of the Services and strictly necessary for their execution, within one (1) month after notification of the termination of the Contract.

23.4.Termination for any other reason

The Parties may jointly terminate the Contract for any reason whatsoever. Termination may only occur after the Party wishing to terminate the Contract has sent a registered letter with acknowledgement of receipt. Termination shall take effect three (3) months from the date of receipt of such notification.

In the event of termination at the initiative of CFI, the compensation of the Service Provider is limited, on the basis of the supporting documents produced by the Service Provider, to the share of the costs and investments that may have been undertaken for the strict execution of the Contract and that would not have been taken into account in the amount of the Services performed.

23.5. Termination for fault on the part of the Service Provider

23.5.1. Termination for fault

CFI may terminate the Contract immediately, as of right and without conducting any legal formalities, in the event of repeated faults or a sufficiently serious fault of the Service Provider in the execution of the Contract, by simple registered letter with acknowledgement of receipt, in particular in the cases listed below, although this is not an exhaustive list:

- (a) The Service Provider does not comply with its obligations under this Contract;
- (b) The Service Provider shall be liable for any delay in the performance of the Services that would prevent their proper execution;
- (c) The Service Provider has subcontracted by contravening the legislative, regulatory and/or contractual provisions relating to subcontracting;
- (d) The Service Provider fails to comply with CFI's ethical principles set out in Article 9. CFI'S ETHICAL PRINCIPLES
- (e) The Service Provider has not produced the insurance certificates under the terms and conditions set out in Article 20. INSURANCE ;
- (f) After signing the Contract, the information or documents produced by the Service Provider, in support of its application or required prior to the awarding of the Contract, are inaccurate;

- (g) The Service Provider is in breach of legal or regulatory obligations relating to work or the protection of the environment;
- (h) The Service Provider declares that it is not able to fulfil its commitments;
- (i) The Service Provider, during the execution of the Contract, has engaged in fraudulent or corrupt acts contrary to CFI's Code of Conduct which it has been able to read at the following address:
<https://alertefrancemm.com/?action=showFooterLink&id=4>
- (j) the Service Provider, after signing the Contract, has been prohibited from practising any industrial or commercial profession;
- (k) After signing the Contract, the Service Provider falls under one of the cases prohibiting it from submitting a bid stipulated in Article L.2141-1 et seq. of the French Public Procurement Code.

Except in the cases stipulated in (j) and k) above or in the event of an emergency, a formal notice, accompanied by an execution deadline, must have been notified in advance to the Service Provider and remained unsuccessful.

Under the formal notice, CFI shall inform the Service Provider of the proposed sanction and invite it to submit its observations to remedy the breach.

23.5.2. Consequences of termination for fault

The termination of the Contract does not in any way prevent CFI from exercising one or more civil and/or criminal actions that may be brought against the Service Provider.

The Service Provider shall not be entitled, in the event of termination for fault, to any indemnity of any amount whatsoever or any other compensation of any nature whatsoever.

Appendix 1: ANTI-CORRUPTION AND INFLUENCE PEDDLING DECLARATION

We hereby attest that we have fully read, understood, and accepted, without any reservations, the anti-corruption Code of Conduct (freely accessible at the following link https://cfi.fr/sites/default/files/2022-12/code_conduite_anticorruption_2022.pdf).

We hereby attest that we are not, nor are any of the members of our staff, nor the members of our grouping, nor our suppliers, contractors, consultants, nor the employees of our subcontractors, in violation of one or more provisions of the anti-corruption Code of Conduct.

We are committed to complying with and ensuring compliance by all of our staff, members of our grouping, our suppliers, contractors, employees, our subcontractors, without any reservation, with each of the provisions of the anti-corruption Code of Conduct.

We hereby attest that we are not, nor are any of the members of our staff, nor the members of our grouping, nor our suppliers, contractors, consultants, nor the employees of our subcontractors, in violation, even potentially, of one or more provisions of Act No. 2016-1691 of 9 December 2016 regarding transparency, the fight against corruption, and the modernisation of economic life.

We are committed to complying with and ensuring compliance by all of our staff, members of our grouping, our suppliers, contractors, employees, our subcontractors, without any reservation, with each of the provisions of Act No. 2016-1691 of 9 December 2016 regarding transparency, the fight against corruption, and the modernisation of economic life.

We are committed to immediately informing CFI of any change whatsoever that may violate or constitute a breach of this Declaration.

We hereby attest that we have read and agree that in the event of a violation and/or breach, whatsoever, whether voluntary or involuntary, independent of its severity, of one or more of the aforementioned provisions, CFI may unilaterally terminate this Agreement in accordance with Article 22.5. Termination for breach on the part of the Service Provider.

Surname and first name of the Service Provider: [to be completed]

As: [to be completed]

Duly authorised to sign for and on behalf of³: [to be completed]

Signature: _____

At: [to be completed]

Dated: [to be completed]

³ In the case of a consortium, enter the name of the consortium. The person signing the bid, proposal or application on behalf of the bidder or consultant shall attach thereto the power of attorney conferred by the bidder or consultant.

Appendix 2: Assessment questions (non-exhaustive list)

This list is non-exhaustive and may be subject to subsequent changes by CFI. It should also be the subject of addition(s) by the Service Provider.

In the context of the performance of the Services, the Service Provider is required to provide answers, in accordance with Article "3.2 Services entrusted to the Service Provider" of the Contract, to each of these questions.

In terms of relevance and coherence:

1. Is the Program, as it has been conceived, in particular in the choice of beneficiary media in each of the 4 countries and the activities deployed and planned until the end of the Program and means of dissemination, still relevant to achieve the specific objective pursued, including with regards to the emerging developments in the media and social context?
2. Have the activities implemented since the beginning of the Program in each of the 4 countries made it possible to meet the needs of the beneficiary media? Have they also made it possible to achieve the operational objectives, as well as the expected results at this stage? Did the Program take into account the particularities of the national contexts of each of the 4 countries?
3. Are the objectives pursued by the Program still relevant? Were they realistic and achievable?
4. Has the Program identified and considered the gender-differentiated needs and expectations of the beneficiaries? Has the project strongly ensured the promotion of gender equality and the enhancement of women visibility and involvement in different aspects of the Program?
5. Was the logical structure of the Program based on strong cause-and-effect relationships? Has the Program's monitoring and evaluation system confirmed the relevance of the indicators in the logical framework? If not, has it identified other indicators that make it possible to measure the achievement of the Program's objectives? Was the initial diagnosis carried out with each of the beneficiary media relevant to specifying the needs and expectations of these media? Has it made it possible to adapt the training provided to the challenges of the beneficiary media?
6. Is the gender approach of the Program relevant and consistent with the objectives of the Program, with CFI's gender strategy and with AFD gender requirements for projects?
7. Is the "communication plan", as initially designed by CFI, relevant and coherent in relation to the project's visibility issues?
8. Has the Project taken into account and/or created synergies with:
 - other CFI projects carried out in the same countries and/or meeting the same objectives?
 - projects developed by other operators in the same geographical area and contributing to the same objectives?
9. Have the beneficiary media benefited from other support from other organizations, meeting the same needs to strengthen their skills to help them produce similar contents? If yes, specify the support and/or organizations identified.
10. Did the Program meet the capacity building needs of the beneficiaries?
11. Has the Program considered other projects developed by other donors or operators with the same general objective?
12. For the final evaluation: following the recommendations of the interim evaluation, were the modifications in terms of activities, and/or relating to the monitoring and evaluation system, the gender action plan and the communication plan, considered relevant? Have they facilitated the achievement of objectives and expected results at the end of the Program?
13. Have synergies been strengthened and/or created according to the remarks and recommendations of the interim evaluation?

In terms of effectiveness:

1. Are the Program's activities carried out to date considered useful and of quality by the partners and beneficiaries?
2. Have the beneficiary media been able to appropriate and implement in a concrete way the teachings, advice, recommendations provided by the trainers?
3. Has the Program's gender approach made it possible to promote gender equality, to value women's expertise? Has the Project ensured that the specific expectations and needs of women are taken into account, in particular through the choice and angle of treatment of the subjects covered in the productions by the media to date?
4. Does the monitoring and evaluation system make it possible to effectively measure the objective progress of the Program on the activities carried out to date? How can it be optimized? Does the review of the content produced by the beneficiary media make it possible to measure the volume, the themes addressed and to assess their quality?
5. Does the communication plan, through its various activities, make it possible to meet the challenges of visibility of the Project? How can it be optimized for the rest of the Project?
6. Are all the activities carried out within the framework of the Program considered useful and of quality by the beneficiaries?
7. To what extent have the training and coaching made it possible to strengthen the skills of the media and the journalists? Have these two activities made it possible to develop improved content related to social cohesion?
8. Have the media outlets benefiting from the activities succeeded in appropriating and implementing in a concrete way the skills and tools provided by the trainers? Have they had the expected effects in terms of the professional development of the beneficiary media and the achievement of results? What are the significant changes that have occurred between the beginning and the end of the Program?
9. Have the award competitions made it possible to encourage the production by the beneficiary media of reliable and attractive productions on the themes of the Program?
10. Have the activities of the Program enabled collaboration between media outlets in the same country, or even at the regional level, between media outlets based in the 4 countries?
11. Has the communication around the Program achieved its objectives and have the recommendations from the interim evaluation been taken into account for the final evaluation? Did it allow a good visibility of the Program's objectives and its activities among the target audiences?

In terms of efficiency:

1. Have the activities carried out in each of the 4 countries been carried out as initially planned, within the initial timetable and conditions? If not, and in particular with regards to health and/or political crises, what corrective measures have been implemented and their justifications?
2. How was the coordination of the Program between the project team at headquarters and the other team members structured? How was the management organised between CFI, AFD, and the other stakeholders, i.e. the expert trainers, the media etc? How could the coordination and the management of the Program be optimized?
3. Did the Program mobilize the appropriate material, financial and human resources in view of the timetable and external constraints? and what were the corrective measures, decided during the Program to improve efficiency?
4. How did the coordination go between CFI and the partners, trainers and experts, particularly in supporting content production related to gender equality and women's rights?

In terms of effects, impact and sustainability:

1. For the interim evaluation: Have the capacities of the beneficiary media been sufficiently strengthened, at this stage, to ensure the continuation of the planned activities until the end of the Program? If not, what would be the corrective measures that would ensure the effectiveness of future activities until the end of the Program to achieve the expected results?
2. To date, has the Program enabled the beneficiary media to produce improved content in line with the objective of the Program?
3. Have the staff of the beneficiary media strengthened their skills after the support they received?
4. Can the Program outcomes be sustained beyond the Program duration?
5. What are the wider changes resulting from the Program such as improvements in media coverage, inclusion and social cohesion, diversity and reduction of conflicts and tensions?
6. Have any reflections been initiated with regard to the final beneficiaries, i.e. media users?
7. What impact and effects did the contents produced by the program beneficiary media (themes and topics covered, including gender, and numbers of productions) have including on the media outlets supported by the program?
8. Did the program activities, including the coaching and support of media outlets, contribute to enhancing their viability and improving their business model?

Appendix 3: Non-exhaustive list of stakeholders

The exhaustive list and contact details of the contacts mentioned below will be provided by CFI.

1. **CFI (12 people) :**
 - At headquarters: the Mediterranean-Asia Director, the Division Manager, the Project Manager and the head of Audit and Internal Control Department.
 - In Jordan: the Program Director as well as 4 Qarib team members
 - In Iraq: two Qarib team members
 - In Lebanon: one Qarib team member
2. **AFD representatives in Paris, Amman and Beirut : 3 people**
3. **Program partners :**
 - **Regional : 3 organizations**
 - **Iraq :**
 - **Liban :**
 - **Palestine**
 - **Jordan :**
4. **Trainers and consultants :**
 -
5. **Direct beneficiaries, including:**
 - Initial phase: 80 pre-selected media outlets whose managers participated in an awareness-raising seminar;
 - The 46 beneficiary media: 1 representative of the management (or 1 editor-in-chief) and 2 journalists/media, i.e. 92 journalists in total spread over the 6 countries of the Project (16/country,)
6. **A sample of final beneficiaries, i.e. beneficiary media audience and users in the 4 countries of the Project**

7. **International donors, local or international operators working in the same sector or with projects with similar objectives for benchmarking purposes**

Appendix 4: Non-exhaustive list of Project documents

Note: these documents are written either in French, English or Arabic.

- 1/ The project document written during the design phase, the schedule of activities and the provisional budget as well as the agreement between AFD and CFI
- 2/ The report and the list of participants in the preparatory seminar
- 3/ The summary reports and list of participants to the trainings and coaching sessions
- 4/ The intermediate narrative and financial project reports approved by AFD
- 5/ Studies conducted under the project
- 6/ Training reports, attendance lists of direct beneficiaries to training and coaching sessions
- 7/ The list of contents produced within the framework of the Program (with links to access the contents, monitored by the project team)
- 8 / The monitoring reports of the project team
- 9 / The list of contact details of the people to be interviewed

Appendix 5: AFD evaluation summary template

Evaluation Summary

Project name

Country:

Sector:

Evaluator:

Date of the evaluation:

Key data on AFD's support

Projet numbers:
Amount:
Disbursement rate: %
Signature of financing agreement:
Completion date:
Total duration:



Context

Objectives

Actors and operating method

Expected outputs

Performance assessment (according to CAD criteria or evaluation questions)	Conclusions and lessons learnt
Relevance	
Effectiveness	
Efficiency	
Impact	
Sustainability	
Added value of AFD's contribution	

END OF THE TERMS OF REFERENCE (TOR)